

**Official Rules for participating in the "Youth Health Initiative" contest
From June 4, 2009 through June 26, 2009**

Article 1. Organizing Company

LIGARIS, a French company ("société par actions simplifiée") with registered capital of 1 065 200 €, registered with the Paris Trade and Companies Registry under number 390 435 303, whose registered office is located at 41 rue Greneta – 75002 Paris France is organizing a contest (hereinafter referred to as the "Contest") whose purpose is to select photographs and videos.

The hosting and broadcasting of the submitted photographs and videos are operated by Eyeka, a French limited company ("*société anonyme*"), with registered capital of € 237,025, registered with the Paris Trade and Companies Registry under number 488 120 916, whose registered office is located at 34 boulevard des Italiens, 75009 Paris France.

LIGARIS is hereinafter referred to as the "Company".

Article 2. Participation in the Contest

2.1

The Contest consists of uploading short videos (animated sequences of images with or without music), still images or photographs (here after designated as "Works") onto the Eyeka Website (www.eyeka.com) in order for some of these Works to be selected as final winners by the Company.

The number of Works submitted by each contestant to the Contest is not limited.

2.2

The dates for participating in the Contest are from **June 4, 2009, 12.00 a.m., GMT+1 through June 26, 2009, 11.59 p.m, GMT+1.**

2.3

To be eligible for the Contest, contestants who are under 18 years old must imperatively be provided with written authorization from their parents / guardians which must give this written authorization to the Company. The Company is entitled, however, to require the contestant to provide such authorization, at any time which includes prior to supplying the winner(s) with the award. This authorization should read as follows:

*"I undersigned Mr/Mrs. xxx, parent or guardian of (child's name), hereby authorize (child's name) to participate in the Contest "Youth Health Initiative" that shall occur from June 4, 2009 through June 26, 2009.
Place and date of signatory
Signatory"*

The Company shall be entitled to disqualify the contestant in case the latter could not provide such signed authorization.

Furthermore, should a winner be an underage child, the Company will require both the contestant and his parents / guardians to sign the licence agreement mentioned hereafter in article 5.2 in order for the latter to be provided with the prizes.

2.4

Participation in the Contest is subject to having first created a user account on the Eyeka Website. When the personal account is created, the user consents to Eyeka Website's Site Usage Agreement and adds the information requested. This information should be current and allow identifying the winner(s) quickly and correctly.

2.5

The employees of the Company and of Eyeka, as well as their relatives (parents, children, and spouse) cannot participate in the Contest.

2.6

(a) Before participation in the Contest, contestants must read these Rules carefully and accept these rules in their entirety.

(b) Contestants undertake to abide by the provisions of these Rules and acknowledge that in case of breach of the Rules, the Company shall be entitled to deem their participation and the prize granting as void.

2.7

Contestants are informed that the Contest organized on the www.eyeka.com website is independent of the contest "Youth Health Initiative" organized by the Directorate – General for Health and Consumers of the European Commission on the http://ec.europa.eu/health-eu/youth/index_en.htm website. Indeed these two contests are governed by different rules of participation that provide separate conditions of participation and prizes. Thus the participation in one of these two contests shall not be deemed as a participation in the other contest.

Article 3. Details of the Works

The details of the Works admitted to enter the Contest are prescribed by the Company and are stated here after:

3.1

Submitted Works must comply with the general guideline: « Youth Health among the 15 to 25 years old». The purpose of the Contest is the making of Works that show one or more health problems and the recommended solutions/advices. Thus Works should put forward the young crowd (15- 25 years old). Messages should not be pessimistic or threatening.

Contestants must illustrate one or more of these themes:

- Manage your nutrition/diet,
- Learn to manage risks,
- Healthy environments,
- Physical condition.

3.2

Guidelines for the videos

Duration of submitted videos should be between 45 seconds and 3 minutes. Accepted formats are Flash (FLV, SWF), QuickTime, Windows Media Video or MPEG.

Audio contents from videos should be French, English or German, or subtitled/voiced over in one of these languages

Guidelines for the photographs

Photographs should be minimum 300dpi (JPG, GIF and PDF)

Content languages: French, English, German.

3.3

Contestants must insert the logos (european flag & contest logo) available on the contest page.

3.4

Contestants undertake to retain a quality copy of the submitted Works, such as H.D. or not compressed, in order to allow the Company to use the winning Works within the scope of the uses detailed in this Agreement.

3.5

If submitted Works are illustrated with music, using free of rights music is compulsory. Contestants undertake to credit the original work (image, picture, music) which is incorporated in the submitted Work when uploading onto Eyeka's Website.

3.6

Submitted Works must not constitute:

- Pornographic, racist, pedophilic content or violating an underage children's right;
- defamatory, libelous, insulting content against individuals or legal entities;
- An infringement of intellectual property rights;
- A violation of right of publicity;
- A breach of law.

Contestants undertake to abide by all the terms and provisions related to the Contest available on Eyeka's Website and more precisely on the page of the Contest.

The Company may not refuse and withdraw all Works that breach these guidelines.

3.7

The Company is entitled to ask the winning contestants to make minor changes, cuts, or dubbing changes to the Works. The Company has the right to suspend the appointment of the winners and the shipping of the winnings until such changes are made. In a winner refuses to make such change, another winner will be appointed.

Article 4. Selection of the winners

4.1

Two (2) winning Works will be appointed. Winning Works will be appointed for the Contest by a panel consisting of employees of the Company with the skills to appoint the winners among the contestants (the "Jury"). The Jury will appoint winners no later than July 7, 2009.

4.2

Works will be rated by the Jury on the basis of aestheticism, creativity, composition, consistency with the details required by the Company.

4.3

Winners will be notified by Eyeka no later than July 15, 2009 through the email address used when creating a personal account on the Eyeka Website.

If a winner can not be reached or does not reply to the aforementioned email no later than one (1) month after this email is sent, the winner will be declared to have forfeited the prize and the Company shall be entitled to appoint another winner, to grant this winner with the prize of the Contest or to declare the prize vacant.

4.4

Winners of the Contest shall only be selected if at least 20 Works meeting the artistic expectations and respecting the details described in these Rules and on the Eyeka Website have been uploaded during the Contest.

The Company shall be entitled to decide that the Contest ends up with no selected winners in case there would be fewer than 20 of such Works at the end of the Contest. The amount of at least 20 Works is justified by the need for the Jury to have enough works to select winner(s) on a fair basis.

Article 5. Prizes

5.1

Winning contestants will win:

Prize for the animated Work (video):

A lump sum remuneration of a gross amount of **3 000 €** (which correspond to 2 741.70 € after-tax).

Prize for the still photograph:

A lump sum remuneration of a gross amount of **1 000 €** (which correspond to 913.90 € after-tax).

Aforementioned prizes shall be transmitted by Eyeka by wire or by check no later than 60 days after the signature of the licence agreement mentioned hereafter in article 5.2.

5.2

Contestants hereby accept to grant their rights upon their winning Work to the Company if their Work gets to be appointed by the Jury as a winning Work. This licence shall be on an exclusive basis and shall authorize the Company to use, re-use, modify, reproduce, publish, display or otherwise communicate the submitted Work, in all manner and media known or unknown without limitation and for all purposes including for promotional and advertisement purposes on a worldwide basis.

Thus, the Company and each winner shall sign a licence agreement no later than July 26, 2009.

This contract shall refer to the following:

Scope of use: the licence shall include the right for the Company to reproduce, communicate, broadcast, use, re-use, distribute and publish the winning Works, in whole or in part, for promotion and advertisement purposes of the Company's activities, brands, products, for marketing purposes, internal and external R.P. operations, corporate communication in all manner and on all media including TV broadcasting, Internet, telephone networks broadcasting, print and on wireless devices.

Duration: this license shall be granted for a two (2) year period.

5.3

The Company is entitled to suspend the shipping of the prize until (i) the aforementioned licence agreement is signed by both parties; (ii) the winner presents the Company with the Work in the required format.

Article 6. Use of all submitted Works by the Company

6.1 Scope of the licence

All contestants hereby grant to the Company a non-exclusive, worldwide, royalty free, license to use, reproduce, publicly perform, publicly display, any and all of the submitted Works on Internet networks and for internal purposes. This licence is granted on a free basis.

The license shall take effect when the Work is uploaded upon the Eyeka Website and is granted for a ten (10) year period from the end of the Contest.

This licence applies to all submitted Works, if they meet the required details and if they have been accepted, as well as their separate elements such as pictures, sequences, dialogues, subtitles, credits, characters, illustrations, title, the image and details of the author, his/her voice in order to be used by the Company according to the following.

6.2 Granted rights

- **the right to reproduce or cause the reproduction of the Works,**

The right to replicate, publish, print the Work, in whole or in part, including particularly screenshot and photographs taken from the Work, temporarily or permanently, either together with or separately from any other type of work including music, with the methods and on the media required by the scope of the licence including mechanic, analogical, magnetic, digital or opto-digital devices, computer, electronic known or unknown to this day, in any frame ratio;

- **the right to represent or cause the representation of the Works,**

by communicating to the public, in whole or in part, either together with or separately from any other type of work, of an identical or different genre, including music, by means of communication required by the scope of the licence, analogical and digital, known or unknown to this day, in any frame ratio;

- **the right to adapt**

The rights to digitize, modify, compress, to scan the Work, to convert the file or format incorporating the Work, to adapt the format and resolution of this file, crop, resize, to legend, to add subtitles, to freely comment the Work. This right includes the possibility to add music to the Works, as well as a still image or a sequence of motion pictures.

6.3 Use of the submitted Works

Broadcasting on Internet networks

The right to broadcast the Works or make the Works broadcast in their original version or subtitled on the Internet network, on the mobile telephone network, by all processes inherent in this mode of communication, known or unknown to this date including the reproduction on any computer server, digital or opto-digital (including disks, tapes, hard drives, databases, website, intranet, extranet site), by VOD (video on demand, pay -per-view), by streaming broadcasting involving a temporary reproduction without the possibility of downloading by the video viewer, by communication on the screens of terminals used to connect to the Internet (computer terminal equipment of a network, personal assistant, mobile phone, Game console etc.); and whatever the communication channel (hertz, cable, satellite, fixed telephone line (analog line, xDSL), mobile

telephone (GSM, I-mode, GPRS, UMTS, Edge, 3G, 3G +, etc.), cable, fiber optic, satellite, wireless, etc.), for their communication to the public with or without encryption for both individual and collective reception ;

Promotion and advertisement purposes

The right to reproduce, display and broadcast the Works, in whole or in part, on Internet networks only, for the promotion and advertisement of the Company's activities, products and services, as well as for the Company's internal and external communication, R.P., corporate communication ;

Internal use by the Company

The right to use the Works, in whole or in part, for internal and non-commercial use by the Company which includes (i) the right to make originals and copies, with no number limitation, on all supports and by all media, known or unknown to this day (videotapes, videodiscs, etc.), electronic, digital (CDI, DVD, DVD-ROM, CD-ROM, USB key drives, hard drives), (ii) the right to broadcast the Work at internal meetings, (iii) the right to reproduce the Work on internal printed communication documentation.

6.4 Restrictions of use of the Works by the Company

Submitted Works are copyrighted works whose rights are retained by the contestants. Thus, contestants only authorize the use that is strictly defined by the licence. All rights which are not included in the licence remain the contestants' ownership.

The licence granted to the Company does not allow the Company to commercialize, to distribute the Works or copies of the Works, whether for free or for valuable consideration. Any lending, resale, rental, communication of the Works to a third party by downloading is strictly prohibited. The Company must not make Works available by V.O.D. for valuable consideration.

6.5

The Contest is for amateur and semi-professional videomakers and photographers who want to enhance the broadcasting of their Works. The use of the submitted Works by the Company as stated in the Rules helps broadcasting their Works and enhances their visibility.

Thus, contestants acknowledge that the use of their Works by the Company shall be construed as the compensation for their granted rights and expressly agree to grant this licence on a **free basis**.

Article 7. Warranties

(a) All contestants warrant that the Company shall peacefully enjoy and exercise all of the rights attached to the Works.

(b) All contestants guarantee the Company against any trouble, action, claim, opposition, and claim any eviction from a third party arguing that the Work violates their rights, and against any damage or liability incurred in the exercise of rights attached to the Work.

(c) All contestants warrant that they have not used in the Works any elements (music, photographs, brands, etc.) that are likely to violate anyone's rights.

Accordingly, the contestants shall hold the Company harmless against any disturbance, legal action, complaint, opposition, claim and eviction instigated by a third party claiming that one of the Work breaches his rights, as well as against any loss or liability incurred in connection with the exercise of the rights attaching to the Works.

In this respect, the contestants warrant that they have obtained written permissions of all the people represented on the Works, or of their contractual or legal representatives, in order to use their image, allowing the contestants to make commitments under these Rules. The contestants

irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

(d) All contestants warrant that they are the sole proprietors of the intellectual property rights granted to the Company. In the event the contestants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to the Company that, before making the Works available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Works or from the copyright collecting societies representing such proprietors allowing the contestants to make commitments under these Rules. In this respect, the contestants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

Contestants will also ensure that Creation is original, and all its components, and its content does not violate the laws in force, particularly those relating to the infringement, defamation, morality or privacy.

Article 8. Intellectual property

(a) All trademarks, logos, texts, icons, domain names, and programs accessible on the Eyeka Website, with the exception of the works uploaded by Eyeka Website's users are Eyeka's exclusive intellectual property.

(b) Participation in the Contest does not constitute a right to use or acquire ownership or rights upon Eyeka's or the Company's intellectual property rights such as works, brands, logos, inventions.

Article 9. Personal details

In accordance with the Data Protection Act ("*loi Informatique et Liberté*"), No. 78-17 of 6 January 1978, amended by the August 6th 2004 Act, the contestants in the Contest will have a right to access, change, correct and delete the data concerning them.

To exercise this right, the contestant may write to Eyeka, 34 boulevard des Italiens - 75009 Paris, France.

Article 10. Disclaimers and Limitations on Liability

It is pointed out the characteristics and the limits of Internet networks regarding the technical safety of exchanges. The Company and Eyeka shall not be held responsible for the damages related to the risks inherent in any connection and any transmission on Internet.

Eyeka and Company are not responsible, and hereby disclaim responsibility for: (i) Internet connection difficulties, congestion of the Internet network, malfunction of the quality of the equipment of Internet users, nor the quality of their mode of access that may affect the uploading time of the Works or the connection time for participation, (ii) damages resulting from data loss. Contestants are responsible for saving a backup copy of all files and data they wish to retain, (iii) contamination by any virus or intrusion of a third party in the system terminal of the contestants and are not responsible for the consequences for all consequences for the contestants connecting to the Internet network via the Eyeka Website, (iv) damage to any property, including equipment such as computers, recording and image equipment, used by contestants when participating in the Contest.

By entering the Contest, each contestant accepts and agrees to bear alone, and fully guarantee the Company and Eyeka and their subsidiaries and parent companies, officers, employees as a result, any damage or loss caused or suffered by the contestant due to their participation in the Contest

or by virtue of the possession of prize and its use, except as provided by applicable law. The Company and Eyeka disclaim all liability for all incidents and accidents which might occur during the events in which contestants could participate for Contest.

In the event of force majeure, the Company reserves the right to cancel, shorten or suspend the Contest before the end of the participation period. If so, the Company undertakes to warn the contestants as soon as possible by publishing flash news on the Eyeka Website.

Article 11. Applicable Law and Jurisdiction

These rules are subject to French law.

Any dispute will be referred to the courts with jurisdiction of Paris.

Article 12. Filing of the Rules

These Rules have been filed, in French, with SCP Jean-Daniel LACHKAR, Franck GOUGUET et Sylvain THOMAZON, Esq., a court bailiffs ("*huissiers de justice*"), 156 rue Montmartre - 75002 Paris, France.

These rules are available on the Eyeka Website.