

# TERMS AND CONDITIONS

Definitions:

"Organizer" is CREA TALENTS COMPETITION COMMITTEE.

"Participant" is the person or team registering for the Competition.

"Competition" is CREA TALENTS COMPETITION through the website www.creatalentscompetition.com.

"Competition Brief" is a separate document setting out specific requirements for each particular Competition.

"Submission" is the design proposal submitted within the Competition, regardless whether or not completed or finished.

CREA TALENTS COMPETITION reserves the right to update or amend these Terms and Conditions at any time. By using this Website and registering for the Competition, the Participant fully and irrevocably agrees to these Terms and Conditions, which form a contract between the Participant and the Organizer. Please review them carefully.

### 1. Eligibility and Registration

The Competition is open to any Participant aged 18 and over. Participants may be natural persons, legal entities or partnerships of individuals. Multidisciplinary teams are welcomed. The following persons shall not be allowed to participate in the Competition: Jury members, any person directly or indirectly associated with the Competition Sponsor or the Jury.

### 2. Official Language

The official language of the competition and the submissions is English.

### 3. Registration of Competitors

The competitors shall exclusively register, download all competition documents and upload their entries on the predefined dates on the website www.creatalentscompetition.com

By registering for the Competition and/or providing a Submission the Participant expressly and unequivocally certifies full compliance with any and all eligibility requirements.

Participants should complete and provide true and accurate information on the Registration Form.

By registering for a Competition and/or providing any Submission the Participant agrees to the processing of any personal data and information according to the Website Privacy Policy and Cookies Policy.

### 4.Submission

All Submissions must be the original work of the Participant. The visual materials of the Submission must not have been previously published by any of the Participant or members of Participant Teams.

The Participant confirms that the Submission does not infringe any copyright, rights related to trademarks, trade secrets, designs or patents of any third party.

The Participant shall be ready to supply copyright licenses for images used if requested by Organizer. A failure to supply such licenses may be grounds for disqualification.

The Participant assumes full liability for any infringement of rights and acknowledges that any Submission in any breach of these rights may be immediately disqualified. In the event that a third party asserts infringement of intellectual property rights against

Organizer, the Participant shall be liable for all costs in relation to acts required to defend against such actions.

All Submissions must strictly and completely conform to the Terms and Conditions and the rules and guidelines set out in the Competition Brief.

All Submissions must be made solely through the specified upload panel within the Website, access to which is granted upon successful Registration. Submissions received by email or any other delivery method will not be considered.

#### 5. Disqualification of Submissions

Any Submissions that do not comply with these Terms and Conditions, the Competition Brief or other applicable requirements will be disqualified. Should a winning Submission be disqualified, the Participant shall be obliged to return any prize monies awarded.

Participants shall not communicate with any member of the Jury. Should it become known that a winning Submission was submitted by a Participant in breach of this rule, the Submission shall be disqualified and the prize revoked.

All Submissions received by the Organizer after the closing date and time for Submission will be automatically disqualified.

### 6. Publicity

By registering for the Competition, the Participant acknowledges and agrees that all aspects of any Submission (including, but not limited to, narratives, descriptions, details, images, illustrations, photographs, and animations and names and images of the Participants) may be used by the Organizer for publicity purposes.

The Participant agrees to participate in the promotional activities and the publicity arrangements for the Competition. The Organizer is authorized to use any and all statements made by the Participant in connection with the Competition without additional approval. The Organizer reserves the right to undertake promotional activities and/or publicity arrangements through the Website or other channels, as well as to discontinue any of its activities and/or arrangements at any time.

Publications advertised or referenced in the Competition Brief are not binding on the Organizer. The Organizer shall make every effort to follow the announced publication schedule, but cannot be held responsible for publishers' decisions.

### 7. Selection of the Winner

The Organizer reserves the right to assign judges, agents, or other authorized administrator to administer its Competitions, including making any decision or exercising such decisions at its discretion.

The winner of a Competition is selected by the Jury. The decision is final, no appeals will be allowed and no further communication will be entered into by the Organizer either with Participant or judges. The jury may decide not to award some Prizes if they consider that the projects do not justify it.

#### 8 Duties

Winners have the duties to attend the ceremony for the competition. A representative of the winner could attend on behalf of the winner in case the winner has the difficulty to attend. The Awards winners accept to be interviewed by the organizer.

### 9. Intellectual Property Rights

Intellectual property rights include all rights including but not limited to copyright, trademarks, service marks, trade names, design rights, patents, know-how, trade secrets, inventions and other forms of intellectual or industrial property, whether registered or unregistered, and all applications for the same (the "Intellectual Property Rights").

The participant must have copyright to any stored photography, realization, visualization or design on the Social Network.

The participant is responsible for any, including any unintentional, violation of any (ownership, copyright, personality, etc.) third party rights. The user declares that they are not violating any third-party rights by storing/placing photography, visualization, design.

The participant declares that they have full and unrestricted copyright to the photo, visualization, design and/or to its individual elements and parts as a copyright/artistic works and that they are entitled to dispose of this work without restriction and to provide a license to it.

The participant is responsible for any and all damage that the Organizer suffers as a result of the user's declaration according to this paragraph being incorrect or incomplete and undertakes to settle any claim of any other author, creator and other third party and to pay all damages and related costs that the Organizer has suffered due to this declaration by the user being untrue.

Upon providing the Submission to a Competition, the Participant and/or each member of the Participant Team grants to Organizer an unrestricted, worldwide, irrevocable and royalty-free, fully paid up license to the Intellectual Property Rights of the Submission and/or any part thereof as follows: publicly display by any means and in any media; to copy, modify, translate and/or adapt, archive and distribute for publicity purposes without any further notice or remuneration to the Participant.

The Organizer is not obliged to use all or any of the Intellectual Property Rights licensed above.

Each Participant hereby agrees to transfer and assign the entirety of Intellectual Property Rights in the Submission to the Organizer if the Submission has been declared as any winner of a Competition, regardless of the amount of prize awarded. The rights transferred are all those necessary to develop, construct, modify, and in any and all ways use the Project described in the Submission.

The Assignment is irrevocably binding upon the Participant when and if the Submission is selected as a winner and the respective Participant notified accordingly by email to the team leader of Participant. No additional document must be signed or executed to effect the Assignment. Should the Organizer fail to contact the Participant within 24 months of the date that the Competition results are published on the Organizer's website at www.beebreeders.com, the rights shall revert to the Participant.

The Assignment is unconditional. The Participant acknowledges that, once the Assignment becomes binding, the Participant shall retain no further Intellectual Property Rights in the Submission.

The rights in any Submission is not recognized as a winner of any monetary prize shall be retained by the Participant subject to the license of Intellectual Property Rights granted by Participant to the Organizer.

All credits in connection with the Submission are associated with the registered name of Participant or the title of the Participant Team. Organizer shall make a reasonable effort to display the author's name on any Submission whenever published or otherwise featured.

The Participant undertakes to not exploit any of its personal rights arising out of the Intellectual Property Rights in any time and manner contrary to the interests of the Organizer.

The Participant acknowledges that the benefits and profits, including the promotions and advertisements and the Prize, are sufficient and appropriate remuneration for the Intellectual Property Rights licensed to the Organizer. No additional compensation is due to Participant.

### 10. General disposition

The Organizer is not responsible for any damages caused by software and program failure unrelated with the deliberate conduct of the Organizer.

The Organizer reserves the right to cancel or suspend the Competition or alter the Terms and Conditions and/or the Competition Brief and/or other applicable requirements at any time and stage at its own discretion, including but limited if it is considered necessary or if circumstances arise outside of its control. In such case the Contestant shall not have any right to any compensation or settlement

### 11. Liability and Indemnity

By registering or providing a Submission to a Competition, the Participant agrees to release, discharge and hold harmless the Organizer and its partners, representatives and judges from any claims, losses, damages, expenses and liabilities (including

attorney's fees and settlement fees) arising out of the involvement of Participant in a Competition, the provision of any Submission, any exploitation of Submission by the Organizer, including any infringement of Intellectual Property Rights, or any other activities of Participant related to a Competition.

## 12. Governing Law and Dispute Resolution

These Terms and Conditions shall enter into effect when the Participant has registered on the Organizer website and expressed acceptance of these Terms and Conditions.

Dispute Resolution Disputes shall be settled by arbitration under the rules of Arbitration of the International Chamber of Commerce in Bordeaux, France, by an arbitrator chosen jointly by the two parties.

The Participant may address any questions to: <a href="mailto:contact@creatalentscompetition.com">contact@creatalentscompetition.com</a>