



## Rules of " Depth of field" competition

Certifié concours équitable naturapics

<http://www.naturapics.com/la-certification-concours-equitable-naturapics/>

### Article 1: Object

Wipplay.com ("the organiser"), a simplified joint stock company (*Société par actions simplifiées*), registered on the Paris Trade and Companies Registry under number 510 273 246 and headquartered at 5 rue Joseph Bara, 75006 Paris, is organising a trial photography competition entitled "*Depth of field*" ("the competition") on the Wipplay.com website ("the website").

### Article 2: Competition organisation and dates

The competition will run from the 17<sup>th</sup> of July until the 21<sup>th</sup> of August 2013.

Entries must be uploaded to the website by the process described in article 5 from the 17<sup>th</sup> of July until the 21<sup>th</sup> of August 2013.

No entries will be accepted after the deadline of the 17<sup>th</sup> of July until the 21<sup>th</sup> of August 2013

### Article 3: Conditions of entry

- Entry to the competition is open to any individual. Named entries only will be considered (limited to one entry per person with the same name and same address). Entries made under a series of pseudonyms or on behalf of others will therefore not be accepted. The competitor must be in possession of a valid Internet connection and e-mail address.

- Acceptance of the rules and General Terms & Conditions ("T&C") of use of the website

Entering the competition expressly implies acceptance of these rules and of the General Terms & Conditions of use of the website and also a waiver of any recourse against the decisions of the organiser. Competitors must tick the box provided on the website for the purpose, failing which they will receive an error message cancelling their entry.

In the event of fraud, either suspected or proven, or of any direct or indirect breach of the competition rules by a competitor, the organiser reserves the right to exclude the competitor without notice or supporting documentation. No claim by the competitor will be admissible in such circumstances.

Any entry that is incomplete, illegible, submitted after the competition deadline or in any form other than those stipulated in article 5 will be considered null and void. Entries submitted by post will not be accepted. Only digital entries via the Wipplay.com website will be considered.

Anyone wishing to enter the competition must first create an account (free of charge) on the Wipplay.com website.

## **Article 4: Intellectual property**

### **Intellectual property of Wipplay.com**

All trade marks, logos, texts, icons, domain names and software accessible on the website, with the exception of creations uploaded by Wipplay.com members (i.e. competitors), are the sole intellectual property of Wipplay.com. The fact of using the services accessible on the website and/or entering the competition does not under any circumstances constitute an authorisation to use or acquire any title over objects that are the intellectual property of Wipplay.com.

### **Intellectual property of the competition entrant**

- **Copyright**

The competition entrant declares and warrants that he/she holds all property rights, intellectual property rights, personality rights and in particular name and image rights to the individual(s) or item(s) represented in the photograph(s), attaching to the photographs and/or, at the very least, holds all the authorisations that may be necessary for the organising companies to make use of the photographs, and in particular holds authorisations from the individual(s) or item(s) represented in the photograph(s) and/or from the successor(s) in title or assignee(s) and from the photographer.

- **Winning photographs**

However, a Member who has entered one of their photographs in a contest accepts that it may – if it wins the contest or is in any way awarded (number of views, winner of the contest, votes of appreciation given, etc.), – be displayed and/or published, edited or modified in accordance with the conditions set out hereinafter, without any remuneration or recompense other than the prize won as defined in the contest's Rules.

A Member whose photograph wins an award (hereinafter referred to as the "Photo") declares that they transfer to the Company, on an exclusive basis and free of charge, their intellectual property rights attached to the Photo as specified hereinafter, in order to enable the Company to disseminate or publicize the Photo.

In this regard, the Member grants to the Company, in particular, the following rights:

- the right to reproduce the Photo or have it reproduced without limitation as to the number of reproductions, in full or in part, by any means or processes, on any media and any materials, whether existing or future, known or as yet unknown, and in particular on any paper or derived medium, or plastic, digital, magnetic, electronic or computer medium, via downloading, or in videograms, CD-Roms, CD-Is, DVDs, discs, diskettes, or networks;

- the right to display the Photo or have it displayed by any broadcasting means or other means of communication, whether existing or future, known or as yet unknown, in particular via any online telecommunications network, such as the Internet,

intranets, digital television networks, transmission by terrestrial broadcasting, by satellite, by cable, WAP, interactive telematic systems, downloading, data transmission, or wired or wireless telephone networks;

- the right to transfer all or part of the rights to the Company's partners for non-commercial purposes.

The Member will remain the holder of any moral right they may hold in respect of the Photo. This assignment of rights is granted non exclusively, in the european union, and for a duration of 2 years.

- Right of quiet possession

The member warrants Wipplay full and quiet possession, free and clear of all easement, of the rights granted under the terms of this agreement, and warrants Wipplay against any disturbance or claim or assertion of superior title and against any action for fraud arising from the elements provided by the member under the terms of this agreement.

#### **Article 5: Terms of entry**

- Principle of free entry

Entering the competition is not free, since we do not refund the cost of connection to the website.

- Photographs must be uploaded to the Wipplay.com website, from the 17<sup>th</sup> of july until the 21<sup>th</sup> of august 2013. No entries will be accepted after the deadline.
- Photographs must be submitted to the website in digital format only. Formats accepted: jpg, gif and png.

#### **Article 6: Competition process**

Two types of prize will be awarded:

- . The jury prize
- . The audience prize
- . The jury prize will be awarded to the best photograph selected by the jury (one photograph per competitor)
- . The audience prize will be awarded to the three photographs receiving the highest number of votes from website visitors over the competition period.

In the event of a tie between two or more photographs, the photograph first uploaded to the website will be declared the winner.

#### **Article 7: Prizes**

- Description:

Wipplay.com will award prizes to the three winners in each category:

- Conditions of allotment:

The prizes thus allotted may not be exchanged for a cash sum or alternative prize.

The Apple company is not a partner of and not engaged in any way in the running of these competitions.

### **JURY'S PRICE**

**1 st price** : 1 Weiss lens (adaptable for Canon and Nikon). Value : 659 euros

### **PUBLIC'S PRICE**

**1 st price** : 1 picture print by Dupon 40x60

**2 nd price** : 1 picture print by Dupon 30x40

**3 rd price**: 1 picture print by Dupon 30x40

### **Article 8: Liability**

- **Liability of Wipplay.com**

The organiser will take all necessary measures to ensure compliance with these rules, but accepts no liability should the competition have to be modified, postponed or cancelled, with or without notice, for any reason whatsoever.

The organiser reserves the right to interrupt the competition or reschedule its running period at any time and without notice.

In the event of fraud, either suspected or proven, or of any direct or indirect breach of the competition rules by a competitor, the organiser reserves the right to exclude the competitor without notice or supporting documentation. No claim by the competitor will be admissible in such circumstances.

The organiser accepts no liability for any prejudice arising from loss of data or images uploaded to the website. Competitors are responsible for keeping a lasting copy of any image uploaded to the website.

The organiser accepts no liability for any prejudice of whatever nature caused to the competitor or to any other individual or legal entity arising from the taking of photographs entered for the competition.

The organiser accepts no liability for any difficulties relating to the dissemination and uploading of data and images.

In the event of act of God, the organiser reserves the right to cancel, cut short or suspend the competition in advance of the closing date for entries.

By virtue of this clause, prize-winners may not claim compensation of any sort for any direct or indirect prejudice of any nature whatsoever suffered during the organisation of the competition.

- **Entrant's liability**

The competition entrant accepts full liability for the content (design objects, buildings, individuals, etc.) of the images submitted to the organiser.

In any event, the entrant undertakes to submit a photograph or photographs compliant with the intellectual property rights of third parties and with all current legislation and generally consistent with the preservation of public order and decency.

Should these rules be breached, the organiser reserves the right to close the account of the entrant responsible without notice and without prejudice to the rights of the company or of any third party to engage in further appropriate action against the entrant.

In any event, the entrant warrants the organiser against any legal action that might be brought as a consequence of the photograph created by the entrant.

## **Article 9: Claims**

Any request or claim concerning the running of the competition and the basis on which prizes are awarded must be submitted to Wipplay.com by registered letter with acknowledgement of receipt within four months of the final competition closing date, to the following address:

Wipplay.com  
Concours " *Depth of field* " "  
Résidence Créatis  
3 bis rue Papin  
75003 Paris

## **Article 10: Access to the rules**

A copy of the competition rules may be downloaded from the website or will be sent to anyone submitting a written request to the following address:

Concours " *Depth of field* " "  
3 bis rue Papin  
75003 Paris

No information will be provided by telephone.

## **Article 11: Personal data**

In accordance with the French data protection act, the *Loi Informatique et Liberté*, no. 78-17 of 6 January 1978, competition entrants have the right to access, modify, rectify and delete their personal data.

To exercise this right, simply write to us at:  
Concours " *Depth of field* " "  
Résidence Créatis  
Mr. Arnaud Prinzhofer  
3 bis rue Papin  
75003 Paris

The Wipplay.com website is registered with the French data protection authority, the *Commission Nationale de l'Information et des Libertés* (CNIL) under no. 1361861.

**Article 12: Law applicable and jurisdiction**

These rules are subject to French law.

Any dispute will be brought before the competent court in Paris.