

# Rules of "Happy birthday"

## Article 1: Object

Wipplay.com a simplified joint stock company, registered on the Paris Trade and Companies Registry under the number 510 273 246 and headquartered at 3, rue Barbette, 75003 Paris, is organising a photography competition entitled "Happy Birthday".

## Article 2: Organisation and competition dates

The competition will run from September 13th until October 11th of 2017. Photographs must be uploaded to the website by the process described in article 5 from September 13th until October 11th of 2017.

No entries will be accepted after the deadline

## Article 3: Conditions of Entry

- Entry to the competition is open to any natural person. Participation is strictly nominative (to one entry per person with the same name and address) and limited to ten photos. 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 (hereinafter referred to as "T&C") 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 Organizer. Competitors must tick the box provided on the website for this 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 Organizer 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 deemed null and void.

Entries submitted by post will not be accepted. Only digital entries via the Wipplay.com website will be accepted.

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. the contributors), 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

### **- Garanties**

The 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), attached 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 assigne(es) and beneficiarie(s) and from the photographer :

- 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; WIPPLAY / Competition's rules of « Happy Birthday ».

- 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 telecommunication networks, 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.

- Images « coups de cœur »: the photographs " coups de coeur" «Happy Birthday» from September 13th until October 13th of 2017.

#### **• Copyright**

The 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), attached 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 assigne(es) and beneficiarie(s) and from the photographer.

#### • **Winning photographs**

However, a Member who has entered one of his/her photographs in a contest accepts that it may – if it is in any way awarded (number of views, winner of the contest, receiver of the most votes, 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 Competition Rules.

A Member whose photograph wins an award (hereinafter referred to as the "Photo") declares that he/she transfers to the Company, on an exclusive basis and free of charge, his/her 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:

#### • **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 September 13th until October 11th of 2017.

. No entries will be accepted after the deadline.

• Photographs must be submitted to the website in digital format only. Formats accepted: jpg, gif, png and in a high quality for the print.

#### **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 1 best photograph

. The audience prize will be awarded to the 3 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: Awards**

### **JURY PRIZE**

**1st prize: Publication of the winning image on Polka + 1 year of subscription to Polka Magazine**

**2nd prize: Book « American Realities » by Joakim Eskildsen, éd. Steidl\* + 6 months of suscription to Polka Magazine**

**3rd prize: 6 months of subscription to Polka Magazine**

### **AUDIENCE AWARD**

**1st prize: Book « American Realities » by Joakim Eskildsen, éd. Steidl\* + 6 months of suscription to Polka Magazine**

**2nd prize: 6 months of subscription to Polka Magazine**

**3rd prize: Last issue of Polka Magazine**

## **Article 8: Liability**

- Liability of Wipplay.com

The Organizer 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 Organizer 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 Organizer reserves the right to exclude the competitor without notice or supporting documentation. No claim by the competitor will be admissible in such circumstances.

The Organizer accepts no liability for any damage 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 Organizer accepts no liability for any damage 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. WIPPLAY / Competition's rules of "Close-up" The Organizer accepts no liability for any difficulties relating to the dissemination and uploading of data and images.

In the event of an act of God, the Organizer 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 damage 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 Organizer.

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 Organizer reserves the right to close the account

of the entrant responsible without notice and without damage 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 Organizer 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:

Concours «Happy Birthday»  
Wipplay.com  
3, rue Barbette  
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 «Happy Birthday»  
Wipplay.com  
3, rue Barbette  
75003 Paris

No information will be provided by telephone. WIPPLAY / Competition's rules of «Happy Birthday»

### **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 «Happy Birthday»

Wipplay.com  
3, rue Barbette  
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.