

## Human Inside Photography Competition (Wipplay x Orange)

### **Article 1 Organisers of the Competition**

Orange SA with capital of €10,640,226,396, registered with the Paris Registrar of Companies under number 380 129 866, with head offices located at 78, Rue Olivier de Serres, 75505 Paris CEDEX 15

and

WIPPLAY.com, a simplified joint stock company, registered with the Paris Registrar of Companies under number 510 273 246, with head offices at 3, Rue Barbette, 75003 Paris,

hereinafter the "**Organising Companies**"

are organising a free-of-charge competition with no obligation to purchase, consisting of a series of 3 simultaneous competitions, entitled "Human Inside Photography Competition" (hereinafter the "**Competition**").

### **Article 2 Principle and Duration of the Competition**

The purpose of the Competition is to select, by a jury and the public, and reward the best photographs illustrating the expression "Human Inside", broken down into 3 themes:

- « Born to be better »
- « Here we co »
- « Human Planet »

The photographs must be posted on the sites [www.orange.com](http://www.orange.com) and/or [www.wipplay.com](http://www.wipplay.com) according to the arrangements described under Article 4, between November 6th, at 6 pm and December 19 th at latest 11:59 pm (according to the French date and time of login).

No submission will be accepted before or after this period.

The appeal for public votes will be made throughout the same period as the Competition.

### **Article 3 Rules of entry**

**3.1.** By taking part in the Competition, entrants unreservedly agree to abide by these rules (hereinafter the "Rules"), in their entirety, rules of ethical practice in force online, and the laws, regulations and other texts applicable in France. Non-compliance with the terms for participation set out in the Rules will lead to an entry being null and void.

**3.2.** Entering the Competition is limited to any person who meets the following cumulative conditions on the start date of the Competition (hereinafter the "Entrant(s)"):

- is of legal age;
- with internet access (fixed or mobile);

- having created or creating an account in their name on the site [www.wipplay.com](http://www.wipplay.com) ;
- with a personal e-mail address, at which the Entrant can be contacted as necessary for the purpose of managing the Competition.

**3.3.** The following may not take part in the Competition: children, Organiser employees and people who helped develop the competition, directly or indirectly, in any manner, notably people working for the Organiser and their family members (same name and address).

**3.4.** Participation shall only be considered for those who comply with all the stipulations of these Rules. For this purpose, the Organiser Companies reserve the right to carry out any checks that it deems appropriate to verify the identity, age and contact details of each Entrant. Any incomplete, erroneous or false information, or that does not help to identify or situate the Entrant will result in the cancellation of the entry.

#### **Article 4 Participating in the Competition**

4.1 Photographs may only be sent online and by no other means whatsoever, including by post.

To take part in the Competition, each Entrant must:

- 1) Go to the site [www.wipplay.com](http://www.wipplay.com). They may also enter the Competition via [www.orange.com](http://www.orange.com) where they will be redirected to the Wipplay interface
- 2) Log on or create an account on [www.wipplay.com](http://www.wipplay.com) by giving your last and first names and e-mail address.
- 3) Upload your photograph(s). There is no limit to the number of photographs per Entrant.
- 4) Submit your photograph(s). By submitting the photograph(s), the Entrant accepts that they may be published on the web sites [www.wipplay.com](http://www.wipplay.com) and [www.orange.com](http://www.orange.com)

4.2 The Entrants declare and guarantee to the organisers, upon submission of the first photograph, that they are the authors of all the photographs submitted by them for the Competition, that all the photographs submitted for this purpose respect the prevailing laws and regulations, as well as the rights of third parties, including all forms of intellectual property rights (trade mark law, domain names, copyright and related rights, the sui generis right of the producer of databases...), and personal rights, namely the name and image rights of the person(s) or property represented in the photographs and/or attached to the photographs.

The Entrants declare and guarantee that they hold all the authorisations necessary for the organisers to be able to use the photographs, including those given by the person(s) represented in said photograph(s), the owner of the property represented in the photograph(s), any artist(s) having produced a work of art that is reproduced in the photograph(s) and/or their successors, legal representatives and assignees. The Entrants also guarantee that they have obtained the specifically required permission from the legal representatives for the reproduction of an image of a minor, setting out the final use to which the photographs are to be put for the purpose of the Competition. To this end, the Entrants

undertake to justify in writing to the organisers, and supply the latter on demand, copies of any documents substantiating such authorisations.

Each Entrant shall desist from publishing or sharing, for the Competition, any photograph that borrows or uses any item protected by intellectual or industrial property rights (including a brand) belonging to a third party from whom they may not have obtained the prior written permission.

No visual element that may infringe upon the privacy or image rights of a third party may feature in the photograph(s). If the photograph(s) represent other persons, the Entrants must obtain the permission of these persons and confirm that they are over 18 years old or, for those under the age of 18, obtain the written permission from the legal representatives of the person(s) represented in the photograph.

The photographs may not include any defamatory, injurious, pornographic, racist, xenophobic, shocking or illegal material or that may offend common standards of decency, as well as any element that may denigrate or in any way whatsoever cause harm to or infringe upon the image, privacy, honour, reputation and/or consideration of any natural person or legal entity. No cigarettes, alcoholic beverages or other banned product may be visible.

In case of a breach of these Rules, the organisers reserve the right to close down the account of the Entrant in question with no prior notice, without prejudice to the right of the organisers or any third party to take any appropriate action against the Entrant.

The Entrants guarantee to the organisers that they have the full and complete, unencumbered enjoyment of the rights ceded under the terms of the Rules. They declare and guarantee that they have not entered into any agreements with third parties that may obstruct the publication of the photograph(s) thus submitted. They guarantee the organisers against any confusions, claims and eviction whatsoever, and against any legal proceedings, including for counterfeit or relative to personal rights, arising from the material submitted by them as part of the Rules.

4.3 As part of the Competition, Orange may, through the intermediary of its partner Wipplay, contact certain authors of photographs that may have particularly caught its attention with a view to more extensive use for marketing purposes. Should this occur, Wipplay will contact the Entrants in question to offer them an Orange licensing agreement.

#### **Article 5 Arrangements for selecting the winners**

At the end of the Competition, six (6) winners will be selected for each of the 3 themes listed under Article 2, meaning a total of 18 winners for the whole of the Competition (hereinafter the "**Winner(s)**"). A single person may only win one prize in one of the two categories listed below.

For each theme, there will be two categories of prizes:

- The jury's prize to reward, for each theme, the 3 best photographs respecting the criteria listed under Article 4 of these Rules that are freely selected by the members of

the jury. The jury shall meet as of January 30 th 2019 in Paris in order to determine the Winners.

- The public's prize to reward, for each theme, the 3 photographs having received the most votes on the web sites [www.wipplay.com](http://www.wipplay.com) and [www.orange.com](http://www.orange.com) throughout the duration of the Competition. It should be noted that voting for the public is open to any person who has created an account on [www.wipplay.com](http://www.wipplay.com).

## **Article 6 Description of the prizes**

The prizes will be as follows:

### **Born to be Better**

The jury's prize:

- First prize: €1,500 + 1 Apple Watch. Value 430 euros
- Second prize: €500 + Weather Station connected. Value: 300 euros
- Third prize: €200 + Video Projector Viewsonic M1. Value 300 euros

The public's prize:

- First prize: 1 Electric scooter. Value 400 euros
- Second prize: Pack of 2 love box. Value 190 euros.
- Third prize: Morphee. Value 80 euros

### **Smarter Society**

### **Here we Co**

The jury's prize:

- First prize: €1,500 + 1 Apple Watch. Value 430 euros
- Second prize: €500 + Weather Station connected. Value: 300 euros
- Third prize: €200 + Video Projector Viewsonic M1. Value 300 euros

The public's prize:

- First prize: 1 Electric scooter. Value 400 euros
- Second prize: Pack of 2 love box. Value 190 euros.
- Third prize: Morphee. Value 80 euros

### **Human Planet**

The jury's prize:

- First prize: €1,500 + 1 Apple Watch. Value 430 euros
- Second prize: €500 + Weather Station connected. Value: 300 euros
- Third prize: €200 + Video Projector Viewsonic M1. Value 300 euros

The public's prize:

- First prize: 1 Electric scooter. Value 400 euros

- Second prize: Pack of 2 love box. Value 190 euros.
- Third prize: Morphee. Value 80 euros

The value of each set of prizes listed above is strictly for information only.

In case of force majeure, the organisers reserve the right to replace the prizes listed above with sets of prizes of an equivalent type and value, and without being held liable as a result.

The organisers may not be held liable for the prizes offered to the Winners of the Competition. The organisers may not be held liable for any late delivery, loss, theft or damage to the prizes and the Winners shall not make any claims in this regard.

The winning photographs selected by the jury or the public may be published on the Orange Instagram account. These images will be presented with the following credits "@name of author + title @Wipplay" and will be accompanied by the story of the photograph. The Entrant expressly accepts such publication should his or her photograph be selected by the Organising Companies.

## **Article 7 Information to the Winners and handover and use of each set of prizes**

### **7.1. Information to the Winners**

After verification that the Winners have respected the conditions of entry, they will be informed that they have won by e-mail within 10 days of the announcement of the results for the winners of the public's prize and within 5 days of the jury meeting to award the jury's prize.

Every Winner must, by return e-mail and within 15 days of receiving notification of their win, provide the following information:

- last name and first name,
- postal address to which the prizes are to be sent,
- proof of age,
- location the photograph was taken in and a short anecdote about the context and the reason for which it was taken,

In the absence of a reply within the allotted time, the prize will be forfeited and awarded to the next Entrant in the ranking made by the public or the jury.

### **7.2. Clarification concerning the conditions for use of the prizes**

**7.2.1.** The Organising Companies may not be held liable for any incident and/or accident that may occur during delivery and/or prevent the full enjoyment of each prize and/or due to the improper use of the prize by the Winner and shall not provide any service nor guarantee related to the use of said prizes.

**7.2.2.** None of the prizes allocated may be the subject of a dispute of any kind by any of the Winners. Each prize allocated is strictly personal, meaning it may not be transferred or sold to any third party; it may not be the subject, by the Organising Companies, of any reimbursement in cash or any exchange or award of the total or partial equivalent value thereof in kind or in cash.

### **Article 8 Advertising and promotion involving the Winners**

By the simple fact of accepting their prize and in the absence of any express opposition by them, each Winner authorises the Organising Companies to use, in any electronic media, his or her last and first names, as well as, where required, an indication of their town of residence, in all advertising and promotional activities related to the Competition in mainland France, starting with the announcement of their win and right up to the end of a six (6) month period from that date and without the right to any form of remuneration or benefits whatsoever, other than the prize itself.

If the Winner does not wish to do so, they must specify it by writing to the Organiser at the following address (hereinafter the "Competition Address").

**ORANGE**  
**Communications and Branding Department**  
**Human Inside Photography Competition**  
**78, Rue Olivier de Serres**  
**75015 Paris CEDEX 15**

### **Article 9 Consultation of the Rules**

The Rules may be consulted, downloaded and printed online on the web sites [www.wipplay.com](http://www.wipplay.com) and [www.orange.com](http://www.orange.com) throughout the duration of the Competition.

A copy of the Rules will also be sent by post to any person making a request in writing, including a separate sheet of paper with legible and complete details (last and first name, postal address), within ten (10) working days following the end of the Competition (as per the postmark) to the Competition Address).

In all cases, any incomplete or illegible request sent to an address other than the address mentioned above or sent after the expiry of the above mentioned deadline (as per the postmark) shall be considered null and void.

In the case of a possible extension or delay of the Competition, the deadline to send requests to receive the Rules shall be similarly delayed.

### **Article 10 Modification of the Competition**

The Organising Companies reserve the right to cancel, defer, extend, shorten or partially or completely modify this Competition if circumstances require and they may not be held liable for this under any circumstances. No compensation may be requested in such circumstances.

Should this occur, the Organising Companies will make every effort to inform the Entrants by any means of their choice.

### **Article 11 Data protection**

The information concerning the Entrants is processed by the Organising Companies in the context of their entry into the Competition.

All the information collected from the Competition entry form is necessary to enable the Organising Companies to inform the Winners if they win. The Organising Companies processes the following categories of data: identifying data (last and first name) and contact details (postal and e-mail addresses).

The recipients of the personal data thus collected are the Organising Companies' teams and those of its partners and/or service providers responsible for organising the Competition.

The data processed during participation in the Competition are kept by the Organising Companies for 3 months after the end of the Competition.

Each Entrant has the right to access, rectify and delete their data by writing to the Competition Address (indicating their last and first name, address, telephone number and attaching a copy of their ID). Each Participant also has the right to oppose or limit its use. In addition, it is also possible to request data portability.

The Entrant may contact the Organising Companies' Data Controller by writing to this same Address. A response will be sent within one month from receipt of the request. If discussions with the Organiser have not been satisfactory, the Participant will have the right to file a complaint with the French Data Protection Authority (CNIL), the authority responsible for ensuring compliance with data protection obligations in France.

The Participant can also prepare guidelines regarding the storage, deletion or communication of their data after their death.

### **Article 12: Responsibility**

**12.1.** The Organising Companies' liability is strictly limited to the issue of prizes actually and lawfully won.

**12.2.** Users are expressly reminded that the internet is not a secure network. For this purpose, entry implies knowledge and acceptance of the characteristics and limits of the internet by every Entrant, notably in relation to technical performance, response times for viewing, querying or transferring information, the risk of interruption and, more generally, the risks inherent in any connection and transmission on the internet in general, the absence of protection of certain data against possible misappropriation and the risk of contamination by any viruses on the internet network.

As a result, the Organising Companies may not be held responsible for any contamination by viruses or third party intrusion into the Competition Entrants' computer, and accept no responsibility with regard to the consequences of the Entrants connecting to the network.

Specifically, the Organising Companies may not be held responsible for any damage caused to the Entrants, to their computer equipment and the data stored therein, as well as any

consequences which could affect their personal or professional activity. It is up to all Entrants to take appropriate measures to protect their own data and/or software stored on their computer equipment against any interference. People logging on to the internet and entering the Competition do so entirely under their own responsibility.

**12.3.** The Organising Companies may cancel all or part of the Competition if it becomes apparent that fraud has occurred in any form whatsoever, notably by computerised means within the framework of entering the Competition or deciding on the Winners. In this case, they reserve the right not to allocate prizes to fraudulent parties and/or to have them prosecuted before the competent courts for such fraud.

**12.4.** The Organising Companies shall make every effort to provide access to the Competition at any time, without being bound by any obligation to do so. The Organising Companies may, at any time, including for technical reasons or for updates or maintenance, interrupt access to the Competition. The Organising Companies may not be held liable for these interruptions or their consequences under any circumstances.

### **Article 13 Agreement of proof**

The Organising Companies have put in place the necessary technical means to prove whether or not an internet user has entered the Competition. It is therefore agreed that, except in the event of a manifest error, the data contained in the Organising Companies' information systems constitutes evidential proof in respect of connection information and data resulting from computerised processing relative to the Competition.

It is hereby agreed that, except in the event of manifest error, the Organising Companies may use – notably as proof of any action, fact or omission - programmes, data, files, records, operations and other elements (such as follow-up reports or similar) of a computerised / electronic nature, format or medium, established, received or directly or indirectly retained by the Organising Companies in their information systems.

The Entrants undertake not to dispute the admissibility, lawfulness or evidential value of the physical elements or those that are in an above mentioned computerised or electronic format or medium, on the basis of any legal provision of any kind and which specifies that certain documents must be written or signed by the parties to constitute proof. Thus, the elements considered constitute proof and, if they are produced as means of evidence by the Organising Companies in any litigation or other proceedings, they shall be admissible, valid and binding on the parties in the same way, under the same terms and with the same evidential value as any document that may be drafted, written or kept in writing.

### **Article 14 Intellectual property**

Any creations, names or trademarks mentioned in the Rules as well as in any communication medium related to the Competition, shall remain the exclusive property of their author or depositor.

### **Article 15 Complaints**

In the event of any appeal or complaint, for any reason whatsoever, requests must be sent to the Organising Companies within 2 (two) months of the end of the Competition (as per the postmark).

Requests must be sent in writing to the Organising Companies at the Competition Address. No verbal or telephone requests will be answered.

**Article 16 Applicable law and jurisdiction**

These rules are governed by French law.

Any dispute arising from this Competition which cannot be resolved amicably will be submitted to the competent courts.