

Photography Contest Paid Cash (Wipplay x Cash Essentials)

Article 1 : Contest Organisers

Cash Essentials, an association declared to the Préfecture de Paris, registered with SIRENE, under the number 840 578 389, and headquartered at 12 passage Beslay, 75011 Paris

and

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

henceforth mentioned as the “**Organising Societies**”

have organised a free photography contest without any obligation to purchase, titled “Photography Contest Paid Cash” (here after the “**Contest**”).

Article 2 : Principles and Duration of the Contest

The aim of the contest is to select and reward, by a jury and by the public, the best photographic works illustrating the expression “Paid Cash” from the 4th of September to the 23rd of October 2019.

The photographs from the first contest entitled “Paid Cash” must be uploaded on the websites www.wipplay.com and/or on photocontest.cashesentials.org according to the terms and conditions mentioned in articles 4, starting the 4th of September at 6 p.m. and ending on the 23rd of October at 11:59 p.m. included (the dates and timings corresponding to the local French connection.)

No submission will accepted before or after the aforementioned timed period.

Call for public votes will take place in the same duration as the contest.

Article 3 : Conditions for participation

3.1

Participation in the contest implies the agreement without reservation of these terms and conditions present in all their entirety (hence forth called the “Rules”), the codes of conduct on the internet as well as the laws, rules and other existing texts in France. The disrespect of the conditions of participation outlined in the Rules will lead the nullification of the entry in question.

3.2

The participation in the contest is reserved to all natural people meeting all of the following cumulative conditions at the debut date of the contest (hence forth called the “**Participant(s)**”) :

- must be an adult ;
- must have access to the Internet (fixed line or telephone); already has or will create an account under their name on the website www.wipplay.com or on <http://photocontest.cashessentials.org>
- has an email address where the Participant can be contacted, if required, by the management of the Contest

3.3

Absolutely excluded from participation the Contest are minor, employees of the Organising Societies as well as the family members of the employees of the Organising Societies, having the same surname (family name) and postal address.

3.4

Only the participants conforming completely to all of the stipulations in the Rules shall be retained. Consequently, the Organising Societies reserve the right to do all the necessary verifications concerning identity, age and the contact information of the Participant. All incomplete information, erroneous, false and that which does not allow identifying and locating the Participant will lead to annulment of their entry to the Contest.

Article 4 : Means of participation in the Contest

4.1

The photographs must be sent exclusively online – excluding all other existing ways, including by post.

To participate in the Contest, every Participant must :

- 1) Go to the website www.wipplay.com. They also have access to the Contest via photocontest.cashessentials.org
- 2) Connect to their or create an account on www.wipplay.com or on photocontest.cashessentials.org indicating their last name, first name, address and country of residence.
- 3) Upload their photographs. The number of photographs per Participant is unlimited.

- 4) Submission of photographs. In submitting their photographs, the Participant accepts the publication of these photographs on the websites www.wipplay.com and photocontest.cashessentials.org

4.2

The Participants declare and guarantee the organisers, at the time of submission of the first photograph, that they are the rightful owners/authors of the photographs submitted by them in the framework of the Contest, that all the photographs submitted in the framework respect the laws and rules applicable as well as other rights, especially all the rights relative to intellectual property rights (brand rights, domain names, copyrights, neighbouring rights, the sui generis right of a data base of the Producer...), personality rights and, in particular, the name and image rights to the individual(s) or item(s) represented in the photograph(s), attached to the photographs.

The Participants declare and warrant that they hold 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), from the artist(s) if there's an artistic production in the photograph and/or beneficiary (ies), legal representative(s) of the artist.

The Participants guarantee having especially acquired the required authorisations from the legal representatives, specific and explicit in the finality of the use of the photograph in the Contest in case of a photograph of a minor. In this regard, the Participants must justify so in writing to the Organisers and give them at first demand, a copy of the all the written accords justifying the said authorisations.

Every Participant is forbidden formally to publish or share all the photographs printed or using any element protected by intellectual property rights or industrial rights (notably those of brands and belonging to third parties without having obtained previously, an officially written authorisation. No visual element showing the private life or showing the image of a third party should appear in the photograph. If the photographs represent other people, the Participants must obtain the authorisation of these people and be assured that the people are above 18 years of age or if they are below 18 years of age, the Participants must obtain written authorisation from the legal representatives of the people in the photographs. The photographs must not show elements that are defamatory, injurious, pornographic, racist, xenophobic, shocking, against the law or breaching moral conduct as well as all elements that are denigrating, susceptible of breaching, in whatever way it may be in the image, the privacy, honour, reputation and/or taking in account every person in the image (physical and moral).

No cigarettes or alcoholic beverages or other prohibited items should be present in the photographs.

In case of violation of these rules, the Organising companies reserve the right to

shut down without, prior notice, the account of the concerned Participant, without prejudice for the Organising companies or all the third parties engaged, take other appropriate actions against the Participant.

The Participants guarantee the organisers full and complete use, free of all services, the rights conceded to the terms of the rules. They declare and guarantee not having concluded contracts with third parties that can be obstacles in the publication of the photographs that are the objects of their participation. They guarantee the organisers against all trouble or claims, eviction of any sort, and all lawsuits and especially all action against infringement of copyrights or relative to infringement of personal rights of the elements provided by them in the framework of the rules.

4.3

In the framework of the Contest, Cash Essentials may, by then intervention of their partner Wipplay, contact certain authors of the photographs that catch the most attention, for means of communication. Under these circumstances, Wipplay will contact the concerned Participants in order to propose a licensing agreement with Cash Essentials.

Article 5 : Terms and Conditions of the designation of every Winner

At the end of the Contest, six (6) winners will be designated :

- The prize of the jury, rewarded, by the theme, the 3 best photographs respecting all the criteria stated in Article 4 of the Rules and the independent assessment of the jury members. This jury will come together to choose the Winners.
- The prize of the public, rewarded, by the theme, the 3 photographs having received the highest number of votes from the other internet users on the websites www.wipplay.com and photocontest.cashessentials.org during the duration of the Contest. It is specified that the public vote is open to everyone with an account on www.wipplay.com or photocontest.cashessentials.org.

Article 6 : Description of the Prizes

3 prizes for public votes and 3 prizes of the jury will be awarded per contest.

PRIZES OF THE JURY

1st prize : 1500 euros*

2nd prize : 750 euros *

3rd prize : 325 euros*

PRIX DU PUBLIC

1st prize : 500 euros*

2nd prize: 250 euros*

3rd prize : 125 euros*

* : the amounts will be rewarded in the form of gift vouchers or by money order.

EXHIBITION

The photos selected as favourites by the jury maybe part of exhibitions in 2019-2020.

In case of force majeure, the organisers hold the rights to replace the above-mentioned prizes by awards of the same nature and value and this without the engagement of its responsibility to the prizes attributed to the winners of the Contest. The organisers are not responsible for any delays, items stolen, lost or deteriorated and the winners renounce any claims related to this.

The photographs rewarded with the prizes of the jury or by the prizes of the public can be published on the social media platforms of Cash Essentials and all other internal social media in the framework for the communication of this contest. These images will be presented with credits in following manner “@name of the author + @Wipplay” and will be accompanied by the caption of the photograph. The participant confirms the agreement to this publication in the case their photograph is selected by the Organising Societies.

Article 7 : Information of the Winners and the modes of deliverance and use of every prize

7.1. Information of the Winners

After the verification of the abidance of the terms for participation for the Winners, they shall be informed of their victory by email within a delay of maximum 10 days from the day the winners of the prizes of the public are announced and a delay of maximum 5 days to be counted to hold the jury for the prizes of the jury.

Every winner must, by response by email, within a delay of maximum 15 days after the reception of the notification, provide the following information:

- Last name and First name,
- Postal address where the prize is to be sent

In case of no response in aforementioned delay, the prize shall be lost and instead attributed to the next Participant in order for the prizes of the jury or public.

7.2. Precisions concerning the conditions for use of the prizes

7.2.1. The Organising Societies cannot be held responsible for any incident and/or accident that can intervene during and/or prevent the enjoyment of the each prize attributed and/or the improper use of the prize by the Winner and that they give no guarantee or security related to the use of the said prize.

7.2.2.

None of the attributed prize can be contested, no matter the place of the Winner.

Each attributed prize is strictly personal, in the sense that it cannot be given or sold to a third party; the Organising Societies, in cash, or any returns of complete or partial exchange value cannot reimburse the prize, in kind or in cash

Article 8 : Publicity and Promotion of the Winners

Only on the acceptance of their prizes and except for express opposition on their part, every Winner authorises the Organising Societies to use on all their platforms, especially electronic, the Winners' name (first and last) as well as if required, a mention of their city of residence in all publicity or promotional events relative to the Contest, in metropolitan France from the date of their announcement to 6 months without any right for remuneration or any advantage to the attribution of the prizes.

The Participants accept that the photographs awarded the jury prizes or the public prizes will be published on the social media of Cash Essentials in the concerned countries exclusively for communication purposes for the Contest and for a period of 2 years. These images will be presented with the credits in the following manner “@name of the photographer + title @Wipplay” and will be accompanied by the description/caption of the photograph. The Participants confirm the acceptance of this publication in the case that their photograph is selected by the Organising Societies.

In the case that the Winner does not wish so, it must be sent in writing to the following address (hence after the “**Address of the Contest**”)

Wipplay

03 rue Barbette

75003 Paris
FRANCE

Article 9 : Consultation of the Rules

The Rules can be consulted, downloaded and printed online from the websites www.wipplay.com and photocontest.cashessentials.org during the Contest.

A copy of the Rules will also be sent to all people making a written request, legible with the person’s contact detail (full name, postal address) before the expiration of the period of 10 working days after the closing of the Contest (must be postmarked on or before the date) to the Address of the Contest.

In all cases, all incomplete, illegible demands or those sent to an address other than the one mentioned above or sent after the expiration of the aforementioned period (must be postmarked on or before the date) will be considered null.

In case of prolongation or the eventual deferment of the Contest, the latest date for sending the demands for the procurement of the Rules will be postponed just as much.

Article 10 : Modification of the Contest

The Organising Societies reserve the right to cancel, report, prolong, cut short or modify ,partially or completely, the present Contest if the circumstances demand so and without the engagement of their responsibilities in any way in this act. No indemnification can be demanded in this case.

In these cases, the Organising Societies will do their best to inform the Participants through all the means of their choices.

Article 11 : Informatics et liberties

The information concerning the Participants will be treated by the Organising Societies in the framework of their participation in the Contest. All information collected in the framework of the form of the Contest is necessary for permitting the Organising Societies to inform the Winners in case of a win. The Organising Societies treat the categories of the following data: Identification (full name) and contact details (Postal address, email address).

The recipients of the registered personal data are the Organising Societies and their partners and/or service providers in charge of the organisation of the Contest.

The Organising Societies will conserve the data treated in the framework of the participation in the Contest for 3 months after the Contest.

Every Participant has the right to access, rectify and remove their data by writing to the Address of the Contest (mention your full name, postal address, telephone number along with an attached identity proof). Every Participant also has the right to oppose or limit the use of their private information. Furthermore, it is possible to ask for the portability of this data.

The Participant can contact the delegation for the protection of their personal data of the Organising Societies by writing to the same address. The Participant shall receive a response in a period of one month after the reception of the demand. If the exchanges with Organising Societies isn't satisfactory, the Participant has the possibility to launch a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL), supervisory authority in charge of observation of obligations regarding personal data in France. The Participant can also formulate specific directives related to the conservation, effacement or to the communication of their data after their death.

Article 12 : Responsibility

12.1

The responsibility of the Organising Societies is strictly limited to the effective deliverance of the legitimately won prizes.

12.2

It is expressly reminded that the Internet is not a secure network. In this regard, the participation in the Contest implies the knowledge and acceptance, by all Participants, of the characteristics and limitations of the Internet, especially concerning the technical performances, the time for responding, consulting, examining or transferring information, the risks of interruption, and in general, the inherent risks to all connection and transmission on the Internet, the

absence of protection of certain data against eventual misuse and the risk of contamination by viruses on the Internet.

Consequently, the Organising Societies cannot be held responsible, especially for the contamination by virus or of the intrusion by a third party in the system terminal of the Participants of the Contest and decline all responsibility in all consequences of the connection of the Participants to the Internet.

In particular, the Organising Societies cannot be held responsible for whatever damage is caused to the Participants, to their computer equipment and to their data that has been stocked, as well as the consequences stemming from their personal or professional activities. It is up to all the Participants to take the necessary measures to protect their data and/or software stocked in their computer equipment against all infringement. The Participants are completely responsible for their connection to the Internet and their participation in the Contest.

12.3

The Organising Societies can cancel all or a part of the Contest if there appears to be fraud of any kind, especially related to informatics in the framework of the Contest or in the selection of the Winner. They reserve, in this case, the right to not attribute prizes to the fraudsters and/or follow up the same with the appropriate jurisdiction the culprit of these frauds.

12.4

The Organising Societies will do their best to allow at all times, an access to the Contest without any binding obligations. The Organising Societies can at any time, especially for technical reasons or reasons of update or of maintenance, interrupt the Contest. The Organising Societies are not in any way responsible for these interruptions or their consequences.

Article 13 : Convention of Proof

The Organising Societies have put in place the technical means necessary to show the participation or the non-participation of as Participant. It is, hence, agreed that, excepting the occurrence of an error, the data held in the information system of the Organising Societies have the conclusive power when related to elements of connection and to the data related to the treatment of information related to the Contest.

Hence, except in case of errors, the Organising Societies can claim, especially after proof of all kind, act or omission, of programs, data, files, recordings, registration, operations and other elements (such as follow-up reports or other conditions) of the nature or in the form or with support, informatics or electronic, established, received or conserved directly or indirectly by the Organising Societies, especially in the information systems.

The Participants cannot contest the admissibility, the validity or the conclusive power of the elements of the nature or in the form or the aforementioned support, informatics and electronic, on the foundation of any legal disposition and that specifies that certain documents must be written or signed by the involved parties to constitute a proof. Thus, the considered elements constitute the proofs and if they are produced as proofs by the Organising Societies in any litigation procedures or others, they are acceptable, valid, and opposable between the parties of the same nature, in the same conditions and with the same conclusive power that all documents that will be established, received or conserved in writing.

Article 14 : Intellectual Property

All the creations, denominations or brands cited in the Rules, as well as on all communication platforms relative to the Contest, remain the exclusive property of the creator or the submitter.

Article 15 : Claims

In case of contestation or of complaints, for whatever reason, the demands must be transmitted to the Organising Societies within a delay of 2 months after the closing of the Contest (must be postmarked on or before the date).

The demands must be formulated by writing to the Organising Societies to the Address of the Contest. There will be no response to any demand made orally or by telephone.

Article 16 : Applicable law and Competent jurisdictions

The present rules are submitted to the French law.
All litigations born on the occasion of this Contest and that cannot be settled amicably will be taken to competent courts of law.