



Consumption(s) Photo Contest Rules Organized by Wipplay and Le Centre Wallonie Bruxelles

Article 1: Object

Wipplay.com, a simplified joint-stock company, registered in the Paris Trade and Companies Register under number 510 273 246 whose head office is located at 6, Carrefour de l'Odéon, 75006 Paris, organizes on the website Wipplay.com a Photography Contest Consumption(s) in partnership with Le Centre Wallonie Bruxelles.

Article 2: Organization and dates of the Contest

The Contest begins on May 7th, 2021 and ends at June 9th, 2021.
The photographs must be uploaded on the website according to the manner described in article 5, between May 7th, 2021 and June 9th, 2021. No submission will be accepted beyond this date.

Article 3: Conditions of Participation

Participation in the Contest is open to any natural person who is over the age of 18 on the opening date of the Contest. Participation is strictly personal (limited to one person, same name, same address). It is therefore forbidden to participate under several nicknames or on behalf of other persons. The Participant must have an internet connection and a valid e-mail address.

Acceptance of the rules and the General Conditions of Use (hereinafter the "T & Cs") of the site. Participation in the Contest entails express acceptance of these rules as well as the General Conditions of Use of the website, and the waiver of any recourse against decisions taken by the organizers. Checking the square provided for this purpose on the website makes this acceptance. Failing this, the Participant will receive an error message denying his participation.

In the event of suspected or proven fraud, of direct or indirect violation of these Contest rules by a Participant, the organizers may exclude said Participant without any prior notice or justification without him being able to claim anything.

Any entry that is incomplete, illegible, sent after the deadline or in any other form will be considered void. Mail-in entries are excluded. Participation in the Contest is exclusively by electronic means via the website Wipplay.com.

People wishing to participate in the Contest must first create a free account on the website wipplay.com.

The number of photographs participating in the Consumption(s) Contest is unlimited.

Article 4: Intellectual property

4.1. Guarantee

The participants declare and guarantee to the organizers, upon submission of the first photograph, that they are the authors of all the photographs submitted by them within the framework of the Contest, that all photographs submitted in this context comply with the laws and regulations in force as well as the rights of third parties, and in particular all rights relating to property, intellectual property (trademark law, domain names, copyright, neighboring rights, sui generis right of the database producer, etc.), personality and in particular the right to the name and image of the person (s) or property (s) represented in the photographs and / or attached to the photographs.

The participants declare and guarantee that they hold all the authorizations necessary for the use by the organizers of the photographs, and in particular those emanating from the person (s) represented in the photograph (s), of the owner of the property (s) represented in the photograph (s), of the artist (s) having performed an artistic performance reproduced in the photograph (s) and / or of his beneficiaries, legal representatives and successors in title. Participants guarantee in particular that they have obtained the required authorizations from the legal representatives, specific and explaining the purpose of the use of the photographs in the context of the Contest in the event of reproduction of the image of a minor. In this regard, the participants undertake to justify in writing, to the organizers, and to provide them, at their first request, with a copy of all the writings justifying said authorizations.

The participants guarantee the organizers full and complete enjoyment, free of any servitude, of the rights granted under the terms of the rules. They declare and guarantee that they have not concluded a contract with a third party, which would prevent the publication of the photography (s). They guarantee the organizers against any disturbance or claim, eviction of any kind, and any legal action and in particular any action for infringement or relating to personality rights because of the information provided by them within the framework of the rules.

4.2. Intellectual property of Wipplay.com

All the brands, logos, texts, icons, domain names, software available on the website, with the exception of creations uploaded by members of Wipplay.com (i.e. contributors), are the exclusive intellectual property of Wipplay.com. Using the services available on the site, participating in the contest does not in any way constitute an authorization to use or acquire a property rights over the objects covered by the intellectual property of Wipplay.com.

4.3. Intellectual property of the Participant

4.3.1. Moral rights of the Participant

In accordance with Article L. 121-1 of the Intellectual Property Code, the Participant enjoys the right to respect for his name, his quality and his work.

4.3.2. Inheritance rights

- Photos participating in the Contest

The Participant is advised that any participation in the Contest entails authorization granted to Wipplay and its partners and sub-operators to disseminate his photo (s) under his name as indicated at the time of submission of his photo (s) to the Contest and in particular:

- Reproduce or cause to be reproduced the photo without limitation of number, in whole or in part, by all means and processes, on all supports and all materials, current or future, known or unknown, and in particular on paper or derivative, plastic, digital, magnetic, electronic or computer, by downloading, videogram, CD-ROM, CD-I, DVD, disks, diskettes, network;

- Represent or have the Photo represented by any current or future, known or unknown means of dissemination and communication, in particular by any on-line telecommunications network, such as the internet, intranet, digital television network, transmission over the air, by satellite, by cable, wap, interactive telematics system, by downloading, teletransmission, telephone networks with or without wire.

This authorization is granted for the sole needs of the Contest, for the sole duration of the competition, namely between May 7th, 2021 and June 9th, 2021, and for the entire world.

- Favorite Images

The image (s) submitted to the Contest can be the subject of a crush from Wipplay during the entire duration of the Contest, namely between May 7th, 2021 and June 9th, 2021. These favorite pictures may be featured (press or web) for the same period.

As for the favorite images, the duration of the authorization for use provided above for any candidate photo is extended to one year from the date on which the photo was chosen as favorite, for the sole needs of the promotion by the organizers of the Favorite Image and its exhibition at Le Centre Wallonie Bruxelles, the 16th of June 2021, and for the entire world.

- Award-winning photos

Upon participation, the Participant accepts the possibility that one of his photos will be awarded a prize in this Contest. Consequently, if applicable, the Participant accepts that the duration of the right of use granted for the photos submitted in the context of the Contest shall be extended, for the winning photo, to two years from the announcement of the results of the Contest, for the only purposes of the promotion by the organizers of the award-winning Photo, and its projection at Le Centre Wallonie Bruxelles, the 16th of June 2021, and for the entire world.

-Non-exclusive and free of charge nature of the right of use granted to Wipplay

The organizers' aim is to promote the work of photographers and to allow them to have their work edited, published and / or exhibited for non-commercial purposes. The authorization to reproduce the Photo is in no way exclusive and simply allows the organizers to ensure its distribution legality. It is clearly stated that in no case do the organizers receive any remuneration when the Photo is published.

- Guarantee of peaceful enjoyment

The Participant guarantees the organizers the full and entire enjoyment, and free of any servitude, of the rights granted under the terms of this contract, and guarantees the Wipplay company against any trouble or claim, eviction of any kind, and any action in counterfeit because of the elements provided by him under this contract.

It is understood that the organizers and partners have no obligation to publish the photos submitted in the Contest and that they cannot be held responsible for this fact.

Article 5: Terms and Conditions of Participation

- Principle of Non-Free. Participation in the Contest is not free of charge as we do not refund the cost of connecting to the site. The photographs must be submitted to the Wipplay.com site, from May 7th, 2021 and June 9th, 2021.

- No submission will be accepted beyond this deadline.

- Photographs must only be transmitted in digital format on the Site. The authorized formats are jpeg, gif and png.

Article 6: Progress of the Contest

Two types of awards are foreseen: The Jury's Prize. The Public's Prize

. The Jury's Prize will be awarded to the 3 best photos (one photo per Participant).

. The Public's Prize will be awarded to the 3 photos having received the highest number of votes from internet users on the Wipplay site on which the Photographs will be presented, during the game period.

It is stipulated that a Participant cannot win the same prize twice. Six winners will be chosen.

Article 7: Awards

7.1 Jury's Prize

Jury 1st Prize

Projection of the photography at the Center Wallonie Bruxelles on June 16, 2021 and the Labo Démo catalog # 21

Jury 2nd Prize

Projection of the photography at the Center Wallonie Bruxelles on June 16, 2021 and the Labo Démo catalog # 21

Jury 3rd Prize

Projection of the photography at the Center Wallonie Bruxelles on June 16, 2021 and the Labo Démo catalog # 21

7.2 Public's Prize

1st Prize

The Labo Démo catalog # 20

2nd Prize

The Labo Démo catalog # 20

3rd Prize

The Labo Démo catalog # 20

7.3 Favorite Images

The Favorite Images will give rise to a projection at Le Centre Wallonie Bruxelles, the 16th of June 2021

7.4 Information for winners and award procedures

The winners will be contacted by e-mail by Wipplay after the Jury's Prize and the Public's Prize deliberation, which will take place on the 10th or 11th of June 2021.

In the case of material goods, the prizes will be sent by post within a maximum period of 6 months following the acceptance of the prize by the winners. Shipments may only be sent in Metropolitan France. It is specified that in the case of material goods, the commercial value of the prizes is determined at the time these rules are drawn up and cannot be disputed as to its evaluation.

The organizers reserve the right to replace the prize with products of equal or greater value in the event that the prize is unavailable, without any claim to be made in this respect.

- Conditions of attribution: The prizes thus awarded will not be returned or exchanged for their cash value or for any other gift.

Apple is not a partner or in any way involved in the progress of this contest.

Article 8: Liability

- Responsibility of the organizers

The organizers will take all necessary measures to ensure that these rules are respected, but cannot be held responsible if this Contest should be modified, postponed or canceled, even without notice, for any reason whatsoever.

The organizers reserve the right to interrupt or postpone the Contest at any time and without notice.

In the event of suspected or proven fraud, of direct or indirect violation of these Contest rules by a Participant, the organizers may exclude said Participant without any notice or justification without being able to claim anything.

The organizers shall not be liable for damages resulting from the loss of data or images uploaded to the Site. It is the responsibility of the Participants to keep a durable copy of any image transmitted to the Site.

The organizers shall not be liable for damages of any kind caused to the Participant or to any other natural or legal person, and resulting from the production of photographs entered in the Contest.

Likewise, the organizers cannot be held responsible for any difficulties related to the dissemination or teletransmission of data and images.

In case of major force, the organizers reserve the right to cancel, shorten, or suspend the Contest prior to the end of the participation period.

In application of this clause, the winners will not be able to claim any compensation for any direct or indirect damage of any kind suffered during the organization of this Contest.

• Responsibility of the Participant

The Participant assumes full responsibility for the content (design objects, buildings, people, etc.) of the images he submits to the organizing company.

The Participant undertakes to respect the theme of the Contest Consumptions(s).

In any event, the Participant undertakes to propose a photograph or photographs whose image respects the intellectual property rights of third parties and all legislation in force and which are, in general, consistent with public order and good morals.

In the event of a violation of these rules, the organizers reserve the right to close the account of the Participant without notice, without prejudice to the Company or any third party taking other appropriate action against the Participant.

In any event, the Participant guarantees the organizers against any legal action that may be taken as a result of the Photograph he has created.

Article 9: Claim

Any request or complaint as for the course of the Contest and the methods of attribution of the prizes must be sent to Wipplay.com by registered letter with acknowledgment of delivery, within four months as from the deadline of participation, to the following address:

Consumption(s) Contest
Wipplay.com
1, Carrefour de l'Odéon
75006 Paris

Article 10: Access to the rules

These Contest rules can be downloaded from the Wipplay.com Site or will be sent to any person who requests them at the following address:

Consumption(s) Contest
Wipplay.com
1, Carrefour de l'Odéon
75006 Paris
No information will be given over the phone.

Article 11: Personal data

The Company complies with Law n° 78-17 of January 6, 1978, relating to data processing, data files and liberties, the European Regulation for the protection of personal data as well as Law n° 2004-575 of June 21, 2004, for confidence in the digital economy.

For more information, please consult the Personal Data Charter accessible at:
<https://www.wipplay.com/donnees-personnelles> and the Cookies Charter accessible at:
<https://www.wipplay.com / charter-of-cookies>.

Article 12: Applicable law and jurisdiction

These rules are subject to French law. Any dispute will be submitted to the jurisdiction of the competent court in Paris.
