

Rules for Participating in the "Energie Style Clash Competition" **("Concours Energie Style Clash")**

Article 1. Organizing Company

SIXTY France, a French limited company ("société à responsabilité limitée"), with registered capital of 100 000 €, registered with the Paris Trade and Companies Registry under number B 423 719 574, whose registered office is located at 11bis rue Bachaumont, 75002 Paris, France, is organizing a competition at no cost and without any purchase obligation (hereinafter referred to as the "Competition") on the www.eyeka.com website, owned by Eyeka (hereinafter the "Eyeka Website").

Eyeka is a French limited company ("*société anonyme*"), with registered capital of € 68,573, registered with the Paris Trade and Companies Registry under number 488 120 916, whose registered office is located at 34 boulevard des Italiens, 75009 Paris, France.

SIXTY France is hereinafter referred to as the Company.

Article 2. Organization of the Competition

2.1

The Competition consists of uploading videos onto the Eyeka Website in order for the videos to be submitted to a final Jury that will select one final winner.

The dates for participating in the Competition are from **16 May 2008 3:00 pm through 15 July 2008 12:59 pm.**

2.2

In order to participate, minors must imperatively be provided with written authorization from their parents / guardians which must give this written authorization to the Company. The Company is entitled, however, to require the participant to provide such authorization, at any time which includes prior to supplying the winner with the award. This authorization should read as follows:

"I undersigned Mr/Mrs. xxx, parent or guardian of (child's name), hereby authorize (child's name) to participate in the Energie Competition that shall occur from 16 May 2008 through 15 July 2008 and to be provided with the award offered in the Competition without any responsibility of the Company.

I authorize my child to grant his/her right upon the participating work as mentioned in the Article 5 of the Rules of the Competition.

Place and date of signatory

Signatory"

The Company shall be entitled to disqualify the participant in case the latter could not provide such signed authorization.

2.3

Participation in the Competition is subject to having first created a user account on the Eyeka Website. When the personal account is created, the user consents to the general terms and conditions of the Eyeka Website and adds the information requested: full name, address, telephone number, and valid e-mail address. This information should be current and allow the Company to identify the winner quickly and correctly.

2.4

The employees of the Company and of Eyeka, as well as their relatives (parents, children, and spouse) can not participate in the Competition.

2.5

The number of videos submitted to the Competition shall not be limited.

2.6

Participation in the Competition constitutes acceptance of these rules in their entirety.

2.7

To participate, the participants must:

- Remotely transfer/upload their videos to the Eyeka Website from their personal web page,
- Select the videos to be submitted,
- On the page view, click on "Submit to a Group",
- Select the group "Energie Style Clash".

Article 3. Details of the videos

The videos' duration shall exceed 30 seconds.

Participants must insert the following mentions :

- At the beginning of the video : "Energie presents STYLE CLASH, by (insert the name of the videomaker)";
- At the end of the video : "To be continued on www.energie.it".

Should the participants use lines or/and dialogues in the videos, the dialogues should compulsorily be in English.

Should the participants use music in the videos, the participants should only use the or some of the Apple Jelly's titles that can be downloaded on the Eyeka Website.

The use of the Apple Jelly's titles by the participants is allowed only for insertion in the videos submitted to the Competition which excludes any other use. By doing so, the participants undertake not to use Apple Jelly's titles for any other use whether being gratuitously or for a fee.

Furthermore, the participants undertake to abide by all the terms and provisions related to the Competition available on the Eyeka Website and more precisely on the page of the Competition.

The Company may at any time and without notice withdraw all videos that breach the details required for the videos.

Article 4. Selection of the Winner

4.1

One winner will be selected for the Competition by a Jury.

The Jury will consist of employees of the Company with the artistic skills to appoint the winner among the participants.

The videos will be rated on the basis of aesthetics, originality, composition, framing and consistency with the competition. In the event that a video would not meet the required quality criteria, the video would be purely and simply rejected.

The winner will be selected and notified by the Company no later than 31 July 2008.

4.2

The winner of the Competition shall only be selected if at least 20 videos meeting the artistic expectations and respecting the details described in these rules and on the Eyeka Website have been uploaded during the Competition.

The Competition shall end up with no selected winner in case there would be fewer than 20 of such videos at the end of the Competition.

The amount of at least 20 videos is justified by the need for the Jury to have enough videos to select the winner on a fair basis.

Article 5. Award

5.1

No later than 15 August 2008, the winner gets the net amount of 5000 € for granting his/her rights upon the video to the Company.

The winner shall only get the award if he/she actually grants his/her rights upon the video to the Company by signing a licence agreement no later than 15 August 2008.

The licence agreement shall be on an exclusive and on a worldwide basis and shall authorize the Company and/or Sixty S.p.A. (Italy) and/or other companies that the Company will indicate, to use the video for 5 years on the format indicated from the Company.

Should the winner not sign the licence agreement with the Company, the winner could not get the 5000 €.

5.2

The winner's video will be broadcasted in the MK2 movie theatres for a duration of 15 days.

Article 6. Intellectual Property

All of the trademarks, logos, texts, icons, domain names, and programs accessible on the Eyeka Website, with the exception of the creations uploaded by the Eyeka contributors are Eyeka's exclusive intellectual property.

Use of the services accessible on the Eyeka Website to participate in the Competition does not constitute in any manner an authorization to use or acquire a property right to items making up the intellectual property of Eyeka.

The trademarks "Energie", "Energie Style Clash" and "Style Clash" are Sixty Group's exclusive intellectual property.

Article 7. Warranties

The participants warrant that the Company shall peacefully enjoy and exercise all of the rights attaching to the videos.

The participants warrant that they will not use in the videos any elements (music, photographs, brands, etc.) that are likely to violate anyone's rights.

Accordingly, the participants shall hold the Company harmless against any disturbance, legal action, complaint, opposition, claim and eviction instigated by a third party claiming that one of the video breaches his rights, as well as against any loss or liability incurred in connection with the exercise of the rights attaching to the videos.

In this respect, the participants warrant that they have obtained written permissions of all the people represented on the videos, or of their contractual or legal representatives, in order to use their image, allowing the participants to make commitments in its own name. The participants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

The participants warrant that they are the sole proprietors of the intellectual property rights granted to the Company;

In the event the participants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to the Company that, before making the videos available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the videos or from the copyright collecting societies representing such proprietors allowing the participants to make commitments in its own name and, where applicable, in the name and on behalf of the aforementioned individuals. In this respect, the participants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

The Company may at any time and without notice withdraw from the Competition all participants that breach the stipulations regarding warranties.

Article 8. Personal Data

The participant hereby authorizes Eyeka to transfer some of or all the personal details to the Company in order to allow the Company to contact the participants, to send promotional emails, newsletters.

The Company undertakes not to transfer any of these personal details to any third party and undertakes to keep them as confidential.

In accordance with the Data Protection Act ("*loi Informatique et Liberté*"), No. 78-17 of 6 January 1978, the participants in the Competition will have a right to access, change, correct and delete the data concerning them.

To exercise this right, the participant may write to :

- **Eyeka, 34 boulevard des Italiens, 75009 Paris, France.**
- **SIXTY France, 11 bis rue Bachaumont, 75002 Paris, France.**

Article 9. Responsibility and Liability

Eyeka may not be held personally liable for the damages due to loss of data or images uploaded to the Eyeka Website. The participants are responsible for retaining a long-term copy of any image submitted to Eyeka.

Similarly, Eyeka may not be held liable for the any difficulties related to the distribution or remote transmission of the data or the images.

In the event of force majeure, the Company reserves the right to cancel, shorter or suspend the Competition before the end of the participation period. If so, the Company undertakes to warn the participants at least 24 hours in advance by publishing flash news on the Eyeka Website.

Under this clause, participants will not claim any compensation for any direct or indirect damages of any nature whatsoever, suffered during the organization of this Contest "Energy Style Clash."

Article 10. Applicable Law and Jurisdiction

These rules are subject to French law.

Any dispute will be referred to the courts with jurisdiction of Paris.

Article 11. Filing and Viewing the Rules

The Competitions rules have been filed, in French, with Mr. Sylvain THOMAZON, Esq., a court bailiff ("*huissier*"), 62 rue Tiquetonne 75002 Paris.

They may be viewed on the Eyeka Website.