

## **Terms and Conditions for participating in the Philips Contest**

### **Article 1. Organizing Company**

Philips is organizing a contest at no cost and without any purchase obligation (hereinafter referred to as the “Contest”) on the [www.eyeka.com](http://www.eyeka.com) website, owned by Eyeka (hereinafter the “Eyeka Website”).

Eyeka is a French limited company (“*société anonyme*”), with registered capital of € 237,021, 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.

Philips is hereinafter referred to as the Company.

### **Article 2. Participation in the Contest**

#### **2.1**

The Contest consists of uploading videos onto the Eyeka Website in order for the works to be submitted to a final Jury that will select up to 70 final winners. Submitted videos should illustrate the contestants' experience with the Philips products.

The dates for participating in the Contest are from **08 October 2008, 12.00 a.m. through 12 November 2008, 23.59 p.m.**

#### **2.2**

To be eligible for the Contest, 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 contestant to provide such authorization, at any time which includes prior to supplying the winner(s) 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 Contest that shall occur from XX 2008 through 06 November 2008 and to be provided with the award offered in the Contest without any responsibility of the Company.*

*I authorize my child to grant his/her right upon the participating work(s) as mentioned in the Article 6 of the Terms and Conditions of the Contest.*

*Place and date of signatory*

*Signatory"*

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

### 2.3

Participation in the Contest is subject to having first created a user account on the Eyeka Website. When the personal account is created, the user consents to Eyeka Website's Site Usage Agreement 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(s) 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 Contest.

### 2.5

The number of videos submitted to the Contest is not limited.

### 2.6

To participate, the contestants must:

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

### 2.7

Before participation in the Contest, contestants must read these Terms and Conditions carefully and accept these rules in their entirety.

Contestants undertake to abide by the provisions of these Terms and Conditions and acknowledge that in case of breach of the Terms and Conditions, the Company shall be entitled to deem their participation and the prize granting as void.

## Article 3. Details of the videos

### 3.1

Videos must abide by the following general brief:

**"Create videos featuring Philips products and illustrating your product experience."**

### 3.2

Contestants have the opportunity to participate in the Contest by using any Philips products.

Contestants must use identifiable Philips products in the submitted videos. Current Philips products can be found at [www.philips.com](http://www.philips.com).

Furthermore, submitted videos should have to fall in the following content categories:

- 1- You and Philips
- 2- Tips and tricks
- 3- Future improvements
- 4- Technology explained

### **3.3**

Submitted videos must reflect Philips' motto: "**Sense and simplicity**".

### **3.4**

Contestants undertake to put the featured product's name as a tag and in the title when uploading the video.

### **3.5**

The submitted videos' duration should be limited to 3 minutes.

### **3.6**

Contestants should enable the international use of the submitted videos by using a minimal amount of words.

### **3.7**

Contestants undertake to

- act correctly and to be objective without excessive criticism ;
- act courteously towards other contestants and towards their submission ;
- abide by the warranties provisions stipulated in article 9.

### **3.8**

Videos must not depict:

- indication of fixed time and date such as a newspaper ;
- any hard coded or embedded identifiers such as logos, watermarks, subtitle tracks, etc.

### **3.9**

Contestants undertake to abide by all the terms and provisions related to the Contest available on Eyeka's Website and more precisely on the page of the Contest.

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

## **Article 4. Selection of the winners**

### **4.1**

Up to 70 winners will be appointed for the Contest by a Jury.

The Jury will consist of employees of the Company with the skills to appoint the winners among the contestants.

The works will be rated on the basis of consistency with the required details stated in Article 3. In the event that a work would not meet the required quality criteria, the work would be purely and simply rejected.

The winners will be selected no later than 12 December 2008 and will be notified by Eyeka through the email address used when creating a personal account on the Eyeka Website.

#### **4.2**

Results of the Contest will be published by Eyeka on the page dedicated to the Contest on the Eyeka website or/and on Eyeka's blog, no later than one week after winners are appointed.

No other means of communication shall be accepted. Particularly, contestants are not entitled to request any information neither from the Company nor from Eyeka regarding the results of the Contest (such as details about the competition, the winners' details, prizes, and in general any Contest-related information) through any direct correspondence medium such as emails, mails, phone calls.

#### **4.3**

Winners of the Contest shall only be selected if at least 20 videos meeting the artistic expectations and respecting the details described in these Terms and Conditions and on the Eyeka Website have been uploaded during the Contest.

The Company shall be entitled to decide that a category of the Contest ends up with no selected winners in case there would be fewer than 20 of such videos at the end of the Contest in that category.

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

### **Article 5. Prizes**

#### **5.1**

No later than 12 January 2009, each winner gets the net amount of 100 Euros.

#### **5.2**

Payment will be operated by Eyeka through the contestants' Paypal accounts. A winner should not receive his/her prize if he/she has not created a Paypal account or if his/her Paypal account turns out to be invalid. No other payment system will be accepted.

## **Article 6. Intellectual property**

All contestants hereby grant to Philips, its subsidiaries, affiliates and partners a worldwide, royalty free, sublicenseable and transferable license to use, reproduce, publicly perform, publicly display, transmit and publish the content submitted to the Contest. The license is granted for a ten (10) year period from the end of the Contest.

This licence is granted on a non-exclusive basis and applies to the Internet use, as stated hereafter in clause 6.1.

Moreover, this licence shall be exclusive for the contestants who get to be appointed as winners and applies to the media and uses stated hereafter in clause 6.2.

### **6.1 Licence granted by all contestants**

Contestants authorize the Company to use the videos submitted to the Contest on Internet networks only, on any Philips web sites, for promotion purposes (promotion of the Company's activities and products, as well as its subsidiaries' and affiliates' activities and products), for marketing purposes, for internal and external communications of the Company, public relations and corporate communication.

Contestants hereby grant the licence for free. It is specified that the use of the videos by the Company within the framework of the licence does not entitle the authors, the artists to claim any remuneration.

The licence granted by the contestants relates to the following:

- The right to reproduce or cause the reproduction of the videos, in whole or in part, on a temporary or permanent basis, either together with or separately from other photographic works, audiovisual works or illustrations, whether of an identical or different genre, including music, on computer, using digital methods, including hard drives, databases, internet (website, site intranet, extranet site), computer servers, known or unknown to this day,
- The right to communicate or cause the communication of the videos, by communication to the public, in whole or in part, either together with or separately from any other photographic works, audiovisual works or illustrations, of an identical or different genre, by showing to the public via the following media, such as online networks and websites, intranet, extranet, (including websites published by the Company, websites of the Company's affiliates and partners), by software, networks and services, digital telecommunications, interactive or not, for communication to the public via broadcasting on demand (e.g. video on demand) and via streaming involving temporary reproduction, with no possibility for the viewer to download the work, by showing on the screens of mobile phones, fixed telephones, computers, via every communication channel (fixed telephone line (analog line, xDSL), telephone line mobile (GSM, I-mode, GPRS, UMTS, Edge, 3G, 3G +, etc.), cable, fiber optic, satellite, Wi - Fi etc.).

The licence includes the right to use any currently existing or future methods and processes to broadcast the videos on Internet networks.

### **Restrictions of use**

The licence granted to the Company by all contestants does not entail the transfer of the copyright upon the works to the Company. It does not allow the Company to commercialize, to distribute the videos or copies of the videos. Any resale, exchange, rental of the videos or transfer to a third party, is strictly prohibited.

### **6.2 Licence granted by winners**

Winners grant their rights upon the video to the Company. This licence shall be on an exclusive basis and shall authorize the Company, its affiliates and its partners, to use the submitted video on any Philips web sites or in other Philips marketing or public relations materials in any and all media, to prepare derivative works of, distribute the submitted video.

The licence granted by the winners relates to the following:

- **the right the right to reproduce or cause the reproduction of the videos,**  
in whole or in part, on a temporary or permanent basis, either together with or separately from any other type of work, whether of an identical or different genre, by any currently existing or future method, on any media, including but not limited to those derived from minerals, plants, animals, synthetic or composite materials including paper and related products, photographs or demo-photo albums, analogue and digital devices (including hard drives, databases, internet websites, phonograms, videograms, tapes, microfiches, microfilms, films, including those used for corporate or promotional clips and adverts, video-clips, advertisements etc.), electronic, digital or opto-digital devices; all of the foregoing by any technical process, including but not limited to printing, reprography, mastering, photography, holography, heliography, scanography and all other processes involving graphic design, plastics and applied methods, machine-made, tape, digital, computer or cinematographic recordings.

- **the right to represent or cause the representation of the videos,**  
by communicating to the public, in whole or in part, either together with or separately from any other type of work, of an identical or different genre, by showing to the public by any broadcasting method existing now or in the future, in particular by showing, exhibiting, projecting, transmitting or broadcasting same to the public by any method of electronic communication, via the Internet, via mobile phone networks, via satellite networks, via analog networks, via paying and non-paying television services, encoded or not, via radio services, by linear broadcasting (e.g. linear schemes and channels, slideshows), broadcasting on demand (e.g. video on demand), broadcasting via streaming involving temporary reproduction, by downloading, showing on the screens of mobile phones, fixed telephones, computers or mobile phones ; for public performances, exhibitions.

This licence is granted for all uses including the promotion of the Contest, the promotion of the Company, its partners and its affiliates, for advertisement purposes (advertisement for the Company's activities and products, as well as its partners' and affiliates' activities and products), for internal and external communications of the Company, public relations and corporate communication.

This licence shall be effective at the moment contestants are appointed as winners according to the aforementioned process.

### **6.3**

ALL CONTESTANTS HEREBY ACCEPT TO GRANT THE AFOREMENTIONED LICENCES FOR FREE. THIS STIPULATION APPLIES TO BOTH EXCLUSIVE AND NON-EXCLUSIVE LICENCES STIPULATED IN CLAUSE 6.1 AND CLAUSE 6.2.

### **Article 7. Publicity**

Contestants who get to be designated as winners authorize the Company to use and publish their name, first name, age, location, for promotional purposes in any media without further payment. This authorization is granted for a ten (10) year period from the end of the Contest.

### **Article 8. Personal details**

Company uses Eyeka to collect and process the personal data of contestants in accordance with the [Philips Privacy Policy](#). Contestant in the Contest will have a right to access, change, correct and delete the data concerning them.

To exercise this right, contestant may directly write to :

**Concours Philips  
Eyeka, 34 boulevard des Italiens, 75009 Paris, France.**

### **Article 9. Warranties**

Contestants affirm, represent and warrant that the content submitted to the Contest does not infringe any proprietary right of another, such as but not limited to copyright, trademark or patent, or any confidentiality obligation.

Contestants acknowledge and agree that any of their ideas, submissions or discussions or any other content submitted to the Contest is not the subject of intellectual property right protection may be used by any other contributor without compensation or attribution.

Contestants warrant that the Company shall peacefully enjoy and exercise all of the rights attached to the works. Each contestant must own all property rights (including copyrights) to the works submitted to the Contest.

The contestants warrant that they are the sole proprietors of the intellectual property rights granted to the Company. In the event the contestants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to the Company that, before making the works available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the works or from the copyright collecting societies representing such proprietors allowing the contestants to make commitments in its own name and, where applicable, in the name and on behalf of the aforementioned individuals. In this respect, the contestants 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.

Contestants warrant that they have obtained written permissions of all the people represented on the works, or of their contractual or legal representatives, in order to use their image, allowing the contestants to make commitments in its own name. The contestants 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.

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

By submitting any content to the Contest, Contestants agree that the material will be proper, constructive and relevant and will not contain any item that may be unlawful or otherwise unfit for publication, including but not limited to items that (1) may be defamatory or injurious to another person or entity, (2) may cause harm to any person or property or otherwise defame or harass any person or organization, (3) may violate any legal rights of any person (including right to privacy or publicity), (4) are pornographic, obscene, profane, vulgar, indecent, or threatening, (5) are culturally, ethnically, or otherwise objectionable, or (6) suggest or encourage any illegal activity.

Contestants will use reasonable efforts to scan and remove any viruses or other contaminating or destructive features before submitting any material. Contestants also shall not transmit chain letters, pyramid schemes, surveys and solicitations through Eyeka Web Site. Contestants shall also not forge headers or manipulate identities or other data in order to disguise the origin of any content transmitted through Eyeka Web Site or to manipulate their presence on Eyeka Web Site. Contestants shall not interfere with or disrupt our sites, servers or networks or take any action that imposes an unreasonably or disproportionately large load on Eyeka's infrastructure.

Accordingly Contestants agree to indemnify and hold harmless the Company and Eyeka against any claims or legal action for breach of copyright by third parties in relation to his or her submission. Contestants shall hold the Company and Eyeka 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 works.

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

#### **Article 10. Responsibility and Liability**

The Company and Eyeka may not be held personally liable for any damages of any kind without limitation direct, indirect, incidental, punitive and consequential damage arising out of or in connection with participation in the Contest, uploading any works.

The Company and Eyeka may not be held liable for any difficulties related to the broadcasting or remote transmission of the works.

In no event the Company and Eyeka may be liable for indirect damages such as revenue loss, data loss, customer loss, financial or commercial damages, commercial troubles, loss of earnings, or immaterial damage of any kind. Contestants are responsible for saving a backup copy of all files and data they wish to retain

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

Under this clause, contestants will not claim any compensation for any direct or indirect damages of any nature whatsoever, suffered during the organization of this Contest.

### **Indemnity**

By participating in this Contest, all contestants (including the prize winners) agree to release and hold harmless the Company and Eyeka for all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection with, either directly or indirectly, (i) the awarding, acceptance, receipt, possession, use and/or misuse of any of the prizes or parts thereof awarded pursuant to the Contest, or (ii) the participation in the Contest or any prize-related activities, (iii) the broadcasting of the works by the Company and Eyeka.

### **Article 11. Applicable Law and Jurisdiction**

These rules are subject to French law.

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

### **Article 12. Filing of the Terms and Conditions**

These Terms and Conditions have been filed, in French, with Mr. Sylvain THOMAZON, Esq., a court bailiff ("*huissier*"), 62 rue Tiquetonne 75002 Paris, France.