THE PRESENT DOCUMENT STATES THE OFFICIAL RULES OF THE INTERNATIONAL CONTEST NAMED:

ANTALIS INTERIOR DESIGN AWARD, HEREINAFTER CALLED "THE RULES".

THIS INTERNATIONAL CONTEST IS EARMARKED FOR PERSONS OF LEGAL AGE, PROFESSIONALS OR APPRENTICES, WORKING AS ARCHITECTS, DESIGNERS, DECORATORS, SHOPFITTERS, PRINTERS, BRAND OWNERS OR BEING STUDENTS IN THEIR FINAL YEAR OF GRADUATION TO THESE OCCUPATIONS, AND INTERESTED IN THE VISUAL COMMUNICATION SECTOR, HEREINAFTER CALLED "THE ELIGIBLE APPLICANT" OR "APPLICANT", TO THE EXCLUSION OF ANY CONSUMER.

THIS INTERNATIONAL CONTEST IS LIMITED TO ELIGIBLE APPLICANT LOCATED IN THE 43 COUNTRIES WHERE ANTALIS GROUP IS DOING BUSINESS (for more information regarding these countries: <u>click here</u>).

ANY EMPLOYEE TAKING PART IN THIS INTERNATIONAL CONTEST IN A PROFESSIONAL CAPACITY WILL BE REQUIRED TO DEMONSTRATE IT HAS THE WRITTEN EXPRESS CONSENT OF HIS/HER EMPLOYER. FAILING THIS, SUCH PERSON SHALL REFRAIN FROM PARTICIPATING TO THE CONTEST AND WILL BE BARRED IN OBTAINING ANY PRIZES IN THAT PURPOSE,

NO PURCHASE NECESSARY TO ENTER OR WIN THE CONTEST. (The internet connection costs incurred to participate and any costs linked to the use and enjoyment of the prizes shall be borne respectively by any APPLICANT and any Winners).

THIS CONTEST CONSISTS IN AN INTERNATIONAL CONTEST BUNDLED WITH A MULTI-MEDIA COMMUNICATION PLAN IN ORDER (I) TO STIMULATE THE CREATIVITY OF ELIGIBLE APPLICANTS ON INTERIOR DESIGN PROJECTS USING ANTALIS VISUAL COMMUNICATION PRODUCTS (HEREINAFTER THE "PROJECT(S)") THAT A JURY WILL ASSESS AND REWARD, AND (II) TO COMMUNICATE FOR MARKETING AND COMMERCIAL PURPOSES ON THE ANTALIS GROUP'S GOODWILL AND ITS VISUAL COMMUNICATION PORTFOLIO ASSOCIATED WITH THE CONTEST, THE PROJECTS AND THE RESPECTIVE APPLICANT AND THE WINNERS OF THE CONTEST.

APPLICATION AND PROJECT SUBMISSION ARE GRATUITOUS, UNSOLICITED AND WITHOUT RESTRICTION, AND CONSTITUTE EXPLICIT CONSENT AND PERMISSION FOR ORGANISER, ITS AFFILIATES, AND THEIR AGENTS TO REPRESENT AND REPRODUCE APPLICANT'S PROJECT, NAME AND IMAGE AND ANY INFORMATION PROVIDED WITHIN THE APPLICATION, FOR FREE, ON ANY MEDIA AND WORLDWIDE IN THE PURPOSE OF THE CONTEST AND FOR ONE (1) TO TWO (2] SUBSEQUENT YEARS, IN ACCORDANCE TO THE RULES.

PARTICIPATION IN THIS INTERNATIONAL CONTEST CONSTITUTES COMPLETE UNDERSTANDING OF THESE OFFICIAL RULES BY APPLICANT AND HIS/HER RESPECTIVE'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.

## Article 1. ORGANISATION AND OVERVIEW

### **ORGANISER:**

**ANTALIS INTERNATIONAL,** the "**ORGANISER**", a French public limited liability company, registered at RCS Nanterre under no. 410 336 069 with registered office at 8 rue de Seine, 92100 Boulogne-Billancourt, France, is organising an INTERNATIONAL CONTEST without any purchase obligation known as:

### THE ANTALIS INTERIOR DESIGN AWARD (Hereinafter the "CONTEST")

This CONTEST is accessible **OVER THE INTERNET ONLY** at the following web address:

### www.antalisinteriordesignaward.com (hereinafter the "Contest Web Site"),

### This CONTEST will last from Sept, 1<sup>st</sup> 2017 to Dec 31<sup>st</sup> 2017 (hereinafter the "Contest Period")

Antalis International is the parent company of the Antalis group, the European leader distributor of Papers, Packaging products, and Visual Communication materials. Present in 43 countries in Europe, Latin America, Southern Africa and Asia-Pacific, the group serves 130,000 printers and corporate clients through 118 distribution centers.

Antalis Group not only distributes a wide selection of papers used in printing and business communications, it also offers packaging products and solutions used to protect goods during storage and transportation. The Group also sells a range of visual communication materials (posters, advertising campaigns and interior decoration of spaces of professional and private spaces).

### CONTEST OVERVIEW:

THE CONTEST CONSIST IN AN INTERNATIONAL CONTEST BUNDLED WITH A MULTI-MEDIA COMMUNICATION PLAN IN ORDER (I) TO STIMULATE THE CREATIVITY OF ELIGIBLE APPLICANTS ON INTERIOR DESIGN PROJECTS USING ANTALIS VISUAL COMMUNICATION PRODUCTS (HEREINAFTER THE "PROJECT(S)") THAT A JURY WILL ASSESS AND REWARD, AND (II) TO COMMUNICATE FOR MARKETING AND COMMERCIAL PURPOSES ON THE ANTALIS GROUP'S GOODWILL AND ITS VISUAL COMMUNICATION PORTFOLIO ASSOCIATED WITH THE CONTEST, THE PROJECTS AND THE RESPECTIVE APPLICANT AND THE WINNERS OF THE CONTEST.

Two types of Project are eligible for the CONTEST:

1. CURRENT/COMPLETED PROJECTS

The Jury will award 6 prizes. APPLICANT is welcomed to submit any Project completed (or under way) between the 1st of January 2016 and the 31st of December 2017 which uses at least one product from the Antalis Coala<sup>™</sup> catalogue.

Projects will be allocated to one of the following 6 categories, with 1 prize par category:

- HOTELS/ HOSPITALITY AWARD
- RESTAURANTS/ RESTAURANT AWARD
- SHOPS/ RETAIL AWARD
- OFFICES/ OFFICE AWARD
- HOME/ HOME AWARD
- PUBLIC SPACES ('ERP')/ PUBLIC PREMISES AWARD
- 2. PROJECTS USING 3D BLANK MODELS

The jury will award 2 prizes. ORGANISER will provide 3D models of spaces to be decorated in full by APPLICANT using at least one product from the Antalis Coala™ catalogue, any Project to be submitted between the 1st of September 2017 and the 31st of December 2017.

- 3D award 1<sup>st</sup> prize
- 3D award 2<sup>nd</sup> prize

#### SPECIAL PUBLIC PRIZE

A special public prize will be awarded to the project with the most '**likes**' online: <u>www.AntalisInteriorDesignAward.com</u>

### **INTELLECTUAL PROPERTY RIGHTS:**

All the trademarks, logos and any other distinctive signs reproduced on the Contest Web Site as well as on the sites to which it provides access through hypertext links, are the exclusive property of their holders and are protected in this respect by the provisions of France's *Code de la propriété intellectuelle* [intellectual property laws]. Any unauthorised reproduction of these trademarks, logos and signs shall constitute an infringement of intellectual property rights which may be prosecuted in a court of law.

All the software applications used on the site and those to which it provides access, as well as the texts, comments, illustrations or images reproduced on the Contest Web Site and on those to which it provides access are covered by copyright and their unauthorised reproduction shall constitute an infringement of intellectual property rights which may be prosecuted in a court of law.

## Article 2. **APPLICATION**

### ELIGIBLE APPLICANT/APPLICANT:

THE CONTEST IS EARMARKED FOR PERSONS OF LEGAL AGE, PROFESSIONALS OR APPRENTICES, WORKING AS ARCHITECTS, DESIGNERS, DECORATORS, SHOPFITTERS, PRINTERS, BRAND OWNERS OR BEING STUDENTS IN THEIR FINAL YEAR OF GRADUATION TO THESE OCCUPATIONS, AND INTERESTED IN THE VISUAL COMMUNICATION SECTOR, AND IS NOT AIMED AT CONSUMERS.

THE CONTEST IS LIMITED TO ELIGIBLE APPLICANT LOCATED IN THE FOLLOWING COUNTRIES: (for more information regarding these countries: <u>click here</u>).

The following shall be considered as ELIGIBLE APPLICANT, for the purposes of these Rules:

- Natural persons of legal age:
  - who exercise, on their own behalf, an economic activity as ARCHITECTS, DESIGNERS SHOPFITTERS, ENGINEERS, URBAN PLANNERS, PROPERTY DEVELOPERS, PRINTERS, linked to the products and services offered by the companies of the ANTALIS group in the Visual Communication,
  - who are students (in their final year of graduation) enrolled in any school offering training for occupations such as ARCHITECTS, DESIGNERS SHOPFITTERS, ENGINEERS, URBAN PLANNERS, PROPERTY DEVELOPERS, PRINTERS, linked to the products and services offered by the companies of the ANTALIS group in the Visual Communication
- Legal persons, acting through its legal representative, who exercise an economic activity as, ARCHITECTS, DESIGNERS, DECORATORS, SHOPFITTERS, PRINTERS OR BRAND OWNERS linked to the products and services offered by the companies of the ANTALIS group in the Visual Communication (either Business or School);

ANY PERSON WHO IS AN EMPLOYEE OF AN ELIGIBLE APPLICANT LEGAL PERSON, SHALL NOT BE AN ELIGIBLE APPLICANT HIMSELF/HERSELF BUT MAY PARTICIPATE TO THE CONTEST IN A PROFESSIONAL CAPACITY ON BEHALF OF ITS EMPLOYER, SUBJECT HE/SHE DEMONSTRATE IT HAS THE WRITTEN EXPRESS CONSENT OF HIS/HER EMPLOYER. FAILING THIS, SUCH PERSON SHALL REFRAIN FROM PARTICIPATING TO THE CONTEST AND WILL BE BARRED IN OBTAINING ANY PRIZES IN THAT PURPOSE.

Members of staff of the ORGANISER and its Affiliates, as well as their family, including live-in partners, and in general members of staff of any companies which are directly or indirectly involved in the implementation of this CONTEST shall not be ELIGIBLE APPLICANT. (Affiliate shall mean any company directly or indirectly controlled by another company, the parent company controlling directly or indirectly the later, or under the same control by such parent company). GOVERNMENT AGENCIES AND ANY PUBLIC ENTITY OR ENTITY ENTRUSTED WITH A

PUBLIC INTEREST MISSION BY AND ON BEHALF OF ANY STATE OR GOVERNMENT AGENCY, ARE NOT ELIGIBLE APPLICANT AND SHALL BE EXCLUDED FROM THE CONTEST.

### APPLICATION:

ELIGIBLE APPLICANT must do the following to submit its Project within the relevant category during the Contest Period:

(1) create APPLICANT profile on the Web Site and provides the required information on the registration page Of Contest Web Site.

(2) create a photograph ("photo") or video ("video") showcasing its Project

(3) include a description of the Project: project type, category, project name, date, free text description,
(4) upload the photo or video and create a caption explaining how Antalis products help APPLICANT to design and realize the Project;

(Hereinafter the "Application").

Either Application will be entered in the CONTEST for the category it qualifies for when it is received and will not qualify for any other category. Application will only be judged against other Applications received for the same category it qualifies.

APPLICANT accepts the role of moderator exercised by ORGANISER and so that his/her Project can be refused by ORGANISER without the obligation for the latter to justify this decision, as stated in Article 7 below.

THERE MAY ONLY BE ONE (1) APPLICANT FOR EACH APPLICATION SUBMITTED, REGARDLESS OF THE NUMBER OF PERSONS WHO MAY HAVE CONTRIBUTED TO THE PROJECT. WITHOUT PREJUDICE TO WHAT PRECEDE, A LEGAL PERSON APPLICANT MAY DECLARE IN ITS APPLICATION THE NAME OF NATURAL PERSONS CONTRIBUTING TO THE PROJECT THAT ARE ITS EMPLOYEES (Hereinafter "Associated Participant").

APPLICANT can only enter via the Web Site. APPLICANT must have an electronic device with an access to the internet to enter and participate to the CONTEST, being understood and agreed by any APPLICANT that charges imposed by its carrier service will apply pursuant to the carrier's rate plan applicable.

In order to take part in the CONTEST, APPLICANT must connect to the **www.antalisinteriordesignaward.com** Contest Web Site.

Data to be provided in the Application form is necessary for Application to be taken into consideration and for the allocation of the prizes.

In any event, in order to validly take part in the CONTEST, the APPLICANT must strictly comply with the Application requirements as set out on the Contest Web Site, as well as with any other instructions that are issued to them by any other means by the ORGANISER.

Data input into an Application form must be true, exhaustive and accurate, and must be provided by person having full capacity and relevant authorisation to filed-in the Application. Any false declaration or erroneous or incomplete declaration, or unauthorized declaration shall automatically lead to the cancellation of the Applications and of any prize, if any.

Use of any automated system to participate is prohibited and will result in disqualification. If the ORGANISER suspects that an APPLICANT attempted to submit additional Applications by using multiple profiles, identities or any other automated method, all Applications submitted by the APPLICANTs will be declared null and void, and the APPLICANT may be disqualified from participation in the CONTEST at the ORGANISER's sole discretion. ORGANISER is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Applications, which will be disqualified. In the event of a dispute as to the ownership of any Application, the authorized account holder of the email account used to enter will be deemed to be the APPLICANT. A potential Winner may be required to show proof of being the authorized email account holder. ORGANISER reserves the right to disqualify any Application for any reason, in its sole and absolute discretion.

Applications are subject to all notices posted on the Contest Web Site, including but not limited to ORGANISER's Privacy Policy and these Rules.

ORGANISER is under no obligation to disclose why an Application has been disqualified other than the Application was ineligible under these Rules. Furthermore, the ORGANISER reserves the right to not award a prize for a given Application category if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and qualified Applications.

THE ORGANISER HEREBY DISCLAIMS LIABILITY FOR, AND RESERVES ITS RIGHTS TO CLAIM FOR DAMAGES AGAINST, ANY BREACH OF THE REQUIREMENTS STATED IN THIS ARTICLE 2 BY ANY PERSON.

## Article 3. **PUBLICITY**

Application and Project will not be acknowledged and will not be received or held "in confidence" and a submission does not create a confidential relationship or obligation of secrecy between APPLICANT and the ORGANISER or any of its Affiliates. By sharing the Application and Project, APPLICANT agrees to post the Application and Project to promote this CONTEST only and not for any commercial purposes.

Except where prohibited by law, Application constitutes explicit consent and permission for ORGANISER, its Affiliates, and their agents to use APPLICANT's name, and name and first name of the Associated Participant(s) as well as their position in case of a Legal person APPLICANT, Application and Project (including post(s) and caption), country, photographs, videos, and statements for purposes of advertising and communicate on the CONTEST in any and all media now or hereafter known throughout the world (Including, but not limited to, the Contest Web site and any of its web sites, locations offering ANTALIS products, on any other web site controlled by ORGANISER or its Affiliates, and on any social media) during the Contest Period and for one (1) additional year thereafter, without additional notification or permission, compensation or indemnification other than the visibility so provided free of charge by ORGANISER to the Project and the APPLICANT and Associated Participant(s) name(s) during such a period of time. ORGANIZER decides on its sole discretion to use such elements in full or in part at any time. In that purpose, APPLICANT agrees to grant to ORGANISER a non-exclusive, irrevocable, royalty-free, sub-licensable and transferable worldwide licence, to use, re-use, reproduce, transmit, display, distribute, re-distribute, copy, store, modify, edit, adapt, translate, create derivative works based upon its Project, in whole or in part, in all media, formats and channels now known or hereafter devised, in each country, area and space, and throughout the universe, in all languages, formats and versions plus where required and appropriate, will obtain any necessary permissions and approvals to ORGANISER's satisfaction. By submitting an Application, APPLICANT hereby agrees to grant the rights granted herein in and to the Application and Project to ORGANISER, its Affiliates and agents, and forever release and hold them, their respective Affiliates, and the officers, directors and employees of each of the foregoing, harmless from and against any liability of any kind arising from or in connection with any use of the Application and Project.

Except where prohibited by law, acceptance of prize constitutes explicit consent and permission for ORGANISER, its Affiliates, and their agents to use APPLICANT's name, and name and first name of the Associated Participant(s) as well as their position in case of a Legal person APPLICANT, prize won, Application and Project (including post(s) and caption), country, photographs, videos, and statements for purposes of advertising and communicate on the CONTEST in any and all media now or hereafter known throughout the world (Including, but not limited to, the Contest Web site and any of its web sites, locations offering ANTALIS products, on any other web site controlled by ORGANISER or its Affiliates, and on any social media) during the Contest Period and for two (2) additional years thereafter, without additional notification or permission, compensation or indemnification other than the visibility so provided free of charge by ORGANISER to the Project and the APPLICANT name and Associated Participant(s) name(s) during such a period of time. ORGANIZER decides on its sole discretion to use such elements in full or in part at any time. In that purpose, Winner agrees to grant to ORGANISER a non-exclusive, irrevocable, royalty-free, sub-licensable and transferable worldwide licence, to use, re-use, reproduce, transmit, display, distribute, re-distribute, copy, store, modify, edit, adapt, translate, create derivative works based upon its Project, in whole or in part, in all media, formats and channels now known or hereafter devised,

in each country, area and space, and throughout the universe, in all languages, formats and versions plus where required and appropriate, will obtain any necessary permissions and approvals to ORGANISER's satisfaction. By accepting a prize, Winner hereby agrees to grant the rights granted herein in and to the Application and Project to ORGANISER, its Affiliates and agents, and forever release and hold and hold them, their respective Affiliates, and the officers, directors and employees of each of the foregoing, harmless from and against any liability of any kind arising from or in connection with any use of the Application and Project.

By submitting an Application, APPLICANT agrees that Application and Project are gratuitous, unsolicited and without restriction, and will not place ORGANISER under any obligations other than those contained in these Rules, and that ORGANISER is free to disclose the ideas contained in the Application and Project on a non-confidential basis to anyone or otherwise use the ideas without any compensation to APPLICANT. APPLICANT further acknowledges that ORGANISER does not waive any rights to use similar or related ideas previously known to ORGANISER, or developed by its employees, or obtained from sources other than APPLICANT.

## Article 4. **RELEASE**

As a condition of Application into the CONTEST, APPLICANT agree to release and hold harmless the ORGANISER, its service provider, suppliers, distributors, advertising/promotion agencies and each of their respective Affiliates, and each such company's officers, directors, employees and agents, social media entity (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the CONTEST or receipt or use or misuse of the prize.

## Article 5. **PRIZES**

WINNER SHALL MEAN THE WINNING ELIGIBLE APPLICANT (INCLUDING ITS ASSOCIATED PARTICIPANTS, IF ANY) AS SELECTED BY THE JURY. ANY PRIZE ON OFFER SHALL BE STRICTLY PERSONAL TO THE RELEVANT ELIGIBLE APPLICANT (INCLUDING ITS ASSOCIATED PARTICIPANTS, IF ANY) AND CANNOT THEREFORE BE TRANSFERRED TO ANOTHER PERSON.

### FOR THE 6 WINNERS IN CURRENT/COMPLETED PROJECTS:

Winners and their respective Project will benefit from a wide media exposure plan, the details and duration of which will be determined by ORGANISER, at its sole discretion. Such plan would include:

- Our press partners: INTRAMUROS & WALLPAPER\* will report in their web-site and printed edition the detailed content about the winners and their projects.

- The GALLERY in the contest web-site where work will be displayed throughout the competition.

- A large-scale multimedia campaign using all methods of communication (including the web sites of the ORGANIZER and its Affiliates and dissemination via social networks).

- Publication in the BOOK, a work bringing together the best projects. 10,000 copies will be sent to key players in interior design, and it will be displayed at trade fairs and events where ORGANISER is present: Architect@work, Retail expo, C!Print, DSCOOP EMEA, ...

AS A PRE-CONDITION, WINNER WILL AGREE, EXECUTE AND PERFORM ANY NECESSARY AUTHORIZATION FOR THE PURPOSE OF BEING AWARDED THE PRIZE.

### 2 WINNERS IN 3D BLANK MODEL PROJECTS:

- 3500€ as 1st Prize
- 2000€ as 2nd Prize
- The 1st prize winner will have the unique opportunity to bring their idea to life, by creating designs for spaces in part of the ORGANISER headquarters or that of one of its local subsidiaries (a specific budget will be determined by ORGANISER, at its sole discretion).

AS A PRE-CONDITION, WINNER WILL AGREE, EXECUTE AND PERFORM ANY NECESSARY AUTHORIZATION FOR THE PURPOSE OF BEING AWARDED THE PRIZE.

#### FOR THE SPECIAL PUBLIC PRIZE

- The reward for this prize will be revealed on the 1st September 2017.

#### PRIZE ALLOCATION MODALITIES:

Any costs linked to the use and enjoyment of the prizes shall be borne by the Winner.

If, for any reason whatsoever, the Winner does not want or cannot benefit from all or part of the prize won, under the terms that are described in these Rules, he shall forfeit the said prize and shall be barred from claiming any compensation or consideration. The prize shall not be reallocated and the ORGANISER shall be free to dispose of it as it sees fit.

Any prize that is not claimed as part of this operation shall not be reallocated. Any Winner who does not claim its prize within the allotted timescales shall be deemed to have irrevocably renounced it.

Any Winner hereby authorises any check of identity and address to be carried out. Any false statement of identity or of address shall lead to the elimination of a Winner. Similarly, the ORGANISER shall be entitled to pursue by any suitable means any attempt to breach or bypass these Rules, such as by providing incorrect information.

Winner may not make any claims in connection with the prize on offer, nor may it request the payment of the counter value of the prize in any form whatsoever, nor it replacement or exchange on any grounds.

Quite apart from its right to take legal action against them and to cancel their Applications, the ORGANISER shall not have any obligation to convey any prize to the winning APPLICANT if the latter have not properly input their contact details during the Application process, if they have clearly succeeded in rigging the outcome of the CONTEST by any means or if they have not complied with these Rules.

The ORGANISER hereby disclaims liability in connection with any delay in the delivery of the prizes if this delay is not due to its own fault but is caused by the service provider to which it resorts to deliver them. The ORGANISER hereby disclaims any contractual or legal liability in connection with the operations involved in the transportation of the prize that is allocated.

Similarly, the ORGANISER shall not be liable if the prizes are damaged in the course of being transported. The ORGANISER disclaims any liability as to the quality and/or the state of the prize upon delivery.

Each APPLICANT (and any Associated Participant if any) can only take part in the CONTEST once throughout the Contest Period.

Anyone wishing to take part in the CONTEST must comply with the instructions that shall be provided to them on the <u>http://www.antalisinteriordesignaward.com</u> web site.

The data that is input in the Contest Web Site by anyone wishing to take part in the CONTEST shall be transmitted to the ORGANISER.

Any APPLICANT who creates several e-mail addresses registered under the same address and the same name shall be disqualified and shall be barred from claiming any prize that may be allocated to him.

Any Applications that are incorrect or false or made in a way which contravenes these Rules shall lead to the disqualification of the APPLICANT (and any Associated Participant if any) involved.

Any Application using 'disposable' e-mail addresses shall be strictly prohibited.

The ORGANISER hereby disclaims liability for the improper routing of any e-mails.

The ORGANISER shall be entitled to perform any checks for the purposes of the application of this article.

### Article 6. WINNER DETERMINATION AND NOTIFICATION

Winner shall be private messaged directly by the ORGANISER (or by any service provider involved in the implementation of the CONTEST) through e-mail ("prize notification"). Winner shall be identified by the contact details which it shall have provided upon Application. In the event of any dispute over same, the list of APPLICANT and associated contact details held by the ORGANISER shall prevail.

A panel of judges selected by ORGANISER (the "Jury") that will includes 1 representative of ORGANIZER, will determine the Winner of each prize. Each Winner will be determined within 30 days after the Contest Period.

The decisions of the Jury are final and binding on all matters relating to selection of any Winner. In the event of a tie, the ORGANISER representative shall have prevailing say and final decision.

Each potential Winner must be able to receive calls from an unlisted/blocked number and have access to an internet connection to receive emails from the ORGANISER and/or its designated agent. All federal, national and local taxes or other expenses relating to the prize won, acceptance and possession of prize are the sole responsibility of each applicable Winner. If a prize notification is not returned within the specified time period stated herein or returned as undeliverable; or if a potential Winner is otherwise found to be ineligible per these Rules; or if a potential Winner cannot accept the prize for any reason, then such potential Winner will automatically forfeit all rights to the prize.

The list of Winners will be published on the website from January, 30<sup>th</sup> 2018: <u>http://www.antalisinteriordesignaward.com</u>

## Article 7. **PROHIBITED CONTENT**

The APPLICANT pledges to comply with all of the prevailing laws, rules and regulations concerning the prohibition on publishing content of a pornographic, paedophilic, violent, or obscene nature, or likely to cause serious harm to human dignity.

The APPLICANT moreover pledges not to disseminate any message designed to promote goods or services.

The APPLICANT acknowledges that the ORGANISER may withdraw any manifestly illicit content.

The following in particular shall be banned: any messages and photographs which might be construed as an incitement to commit crimes or misdemeanours, discrimination, hatred or violence, on the basis of anyone's race, ethnicity or nationality, glorification of Nazism, denials of the existence of crimes against humanity, interfering with the authority of the courts, defamation or insults, violation of people's privacy, or acts which imperil minors, as well as any file which contains descriptions of banned objects and/or works, messages of a defamatory, insulting, rude, violent nature or that run counter to the prevailing laws, messages on consuming tobacco and alcohol, messages comprising personal contact details and information enabling a precise geographical location (telephone, postal address, etc.), messages inciting the consumption of prohibited substances or suicide, messages enabling third parties to directly or indirectly procure pirated software, serial numbers of software applications or software applications used to commit acts of piracy and intrusion into computer and telecommunication systems, viruses and other malicious software and in general any tool or software application, messages which potentially infringe the rights of others or the security of people and property in breach of the private nature of correspondence (collectively, "**Prohibited Content**").

If an Application includes Prohibited Content, it will be disqualified, along with the APPLICANT and Associated Participants who submitted it. The Prohibited Content is not intended to be exhaustive; ORGANISER may disqualify any application if it contains a photo or text that ORGANISER deems, in its sole discretion, to be offensive or obscene in any way, harmful to the ORGANISER's (or its Affiliates) goodwill and reputation in any way, to not be in line with its marketing strategy or to not be in compliance with these Rules.

## Article 8. APPLICANT WARRANTY

By submitting an Application, APPLICANT hereby warrants and represents that its Application and Project:

- do not infringe any third-party rights by including, for example, any copyrights, moral rights, trademarks, logos or products (such as company names, labels or symbols, to the extent permitted hereunder) or images that have been created, distributed, aired or published by others, such as those on web sites, television, movies, or other media outlets;
- do not refer to public figures, contain materials embodying the name(s), likeness(es), photograph(s), and/or contain other identifying element(s) of any person(s) (living or dead) other than APPLICANT, without obtaining prior written permission;
- are APPLICANT's original creation, unpublished, and not previously submitted in any other promotion
  or commercial purposes (Modifying, enhancing or altering a third-party's pre-existing work does not
  qualify as APPLICANT's original creation) and APPLICANT is entitled to grant the rights granted herein
  in and to the Application and the Project to ORGANISER, its Affiliates and agents;
- do not included any Prohibited Content in the Application and has not violated any of the requirements for Applications listed above;

APPLICANT hereby agrees to forever release and hold ORGANISER, its Affiliates and agents, and their respective Affiliates, and the officers, directors and employees of each of the foregoing, harmless from and against any liability of any kind arising from or in connection with any use of the Application and Project.

## Article 9. **PERSONAL DATA PROTECTION – INFORMATION NOTICE**

In France, personal data is protected by, among others, France's law no. 78-87 dated 6 January 1978, France's law no. 2004-801 dated 6 August 2004, article L. 226-13 of France's *Code pénal* [criminal law] and the European Directive dated 24 October 1995 (the "**Data Protection Law**").

Throughout this section:

- the term "User" shall mean an Internet user who accesses and uses the Contest Web Site.
- the term "Personal Data" shall mean any information, whatever the form thereof, which can be used to directly or indirectly identify the natural persons to which it relates" (article 4 of France's law no. 78-17 dated 6 January 1978).

In order to participate to the CONTEST, any User needs to create its own profile on the Web Site where it must necessarily provide the ORGANISER, namely Antalis International, who will act as the data controller and/or its subsidiary companies with Personal Data.

The information provided by the User are processed manually and electronically.

The person in charge for processing the data that is gathered is François Lainé - Antalis International

Upon any use of the Contest Web Site, the following data in particular shall be gathered:

- the URL of the links through which the User has accessed the Contest Web Site
- the User's access provider
- the technical configuration of the User's browser
- The family name, first name (for the APPLICANT and for any Associated Participants), e-mail address, company/school, position/occupation, country, photograph or video, project type, category, project

name, date, free text description, caption explaining how Antalis products help APPLICANT to design and realize the Project.

The provision of certain data by the User, marked with an asterisk, shall be mandatory for taking part in the CONTEST. Provision of any other data shall be optional. Any refusal or omission to provide the mandatory data shall prevent the User from validly taking part in the CONTEST.

The Users are informed that when they disclose their e-mail address, they are entitled to oppose any commercial use of their contact details, free of charge.

In any event, ORGANISER shall only collect personal data for the purposes of the CONTEST and in order to contact those taking part for purposes of commercial prospection, such as by electronic means. The Users shall provide this information in a fully informed manner, for instance when keying it in themselves.

The User of the Contest Web Site shall be informed at the time of the mandatory or optional nature of the information which he might provide by way of an asterisk.

The User authorises ORGANISER to publicise personal data so communicated as first name, family name, e-mail address, company/school, position/occupation, country, photograph or video, project type, category, project name, date, free text description and caption, for the CONTEST purposes under these Rules, after securing the User's approval of the provisions of this article, in accordance with the prevailing legislation.

Personal data will also be processed by recipients authorized by ORGANISER such as Antalis subsidiary companies and service provider on a need to know basis only, for the same purposes as mentioned above, and Personal data will also be processed outside of the European Union.

The Web Site and Personal Data will be stored and supported by our service provider located in France.

Personal Data is transferred to and/or accessed by Antalis subsidiary companies which are located around the world, in every country where Antalis group operates (for more information regarding these countries: <u>click here</u>).

When those recipients are located in a country that does not provide an adequate level of protection in the meaning of the Data Protection Law, and in order to transfer personal data in a secure way, in accordance with applicable data protection law, Organizer has executed the so-called standard contractual clauses

Personal data will be kept for a minimum period of 2 years and might be kept for an extra-period defined by the applicable statute of limitation.

In accordance with the Data Protection Law, User has a right to access (free of charge), modify, rectify, erase, block and delete any of its personal data, request an explanation and/or to object to the processing of its Personal Data for legitimate reasons. Finally, User can send "special directives" regarding the use of its data after its death. To exercise these rights, a request shall be sent to the following address: AntalisInternationalDesignAward@antalis.com

## Article 10. LIMITATION OF LIABILITY - DISCLAIMER

Nothing in these Rules excludes or modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these Rules would contravene any statute or cause any part of these Rules to be void. ("Non-Excludable Guarantees"). Subject to the limitations in the preceding sentence: the Released Parties are not responsible for and exclude all liability whether arising in tort (including, without limitation, negligence), contract or otherwise in respect of: (1) incorrect or inaccurate information, whether caused by APPLICANT, publishing errors, or by any of the equipment or programming associated with or utilized in the CONTEST; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections of internet, phone lines or network hardware or software; (3)

unauthorized human intervention in any part of the Application process or the CONTEST; (4) technical or human error which may occur in the administration of the CONTEST or the processing of Applications; or (5) any other loss or damage (including, without limitation, loss of opportunity or loss of profits) whether direct, indirect, special or consequential arising in any way out of the CONTEST, including (without limitation) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from APPLICANT's participation in the CONTEST or receipt or use or misuse of a prize (if determined a Winner).

Any participation in the CONTEST over the Internet implies awareness and acceptance of the characteristics and of the limitations of the technologies used by the Internet and by the tools that are related to it, specifically regarding the technical performance, the response times to view, query or transfer data, the risks of interruption, and in general, the risks inherent in any connection and transmission of data, the lack of protection of certain data against possible misuse or misappropriation and the risks of contamination by viruses which might be circulating on the network.

#### It is hereby expressly pointed out that the Internet is not a secure network.

The ORGANISER hereby draws the attention of the APPLICANT to the fact that hypertext links on the web may lead them towards other web sites which are independent from the ORGANISER. Should this be the case, the ORGANISER shall not be liable for the activities of such third party web sites.

The ORGANISER does not guarantee that the web sites and/or the CONTEST shall operate without interruption or that they do not contain any errors, nor that the faults that are detected shall be put right. In case of a technical malfunction of the CONTEST, the ORGANISER shall be entitled, where applicable, to invalidate and/or to cancel the CONTEST session during which the said malfunction occurred. No claims shall be countenanced as a result.

The ORGANISER hereby disclaims liability for any failure of the Application or any data therein to reach it for any particular reason for which it is not responsible (for instance, a problem connecting to the Internet due to any particular cause at the User's end, a temporary failure of our servers for any particular reason, etc.) or should such data reach it in a garbled state or in a form that is impossible to handle (for instance, if the APPLICANT uses computer hardware or a computer environment that are inappropriate for his Application, etc.).

The ORGANISER hereby disclaims liability for any loss or damage (be it personal, physical, material, financial or other) which occurs in the course of an APPLICANT's participation in the CONTEST.

The ORGANISER shall not be liable:

- If an APPLICANT is accidentally disconnected by the telephone operator or by his Internet service provider
- If an APPLICANT forgets to input his contact details
- If an APPLICANT should suffer a technical breakdown (bad line, poor state of the terminal)

- If a technical breakdown of the CONTEST's server or of its switchboard prevents an APPLICANT from accessing the Application form

- In the event of a power cut or any incident which affects the server.

Therefore, the ORGANISER of the CONTEST hereby disclaims liability under any circumstance for any of the following aspects or events, this list being non-exhaustive:

- The content of the services accessed on the site and, in general, any information and/or data published on the services accessed on the Contest Web Site

- The transmission and/or the reception of any data and/or information over the Internet
- Any malfunction of the Internet network that prevents the proper operation or staging of the CONTEST
- The failure of any reception equipment or of the communication lines
- The loss of any paper or electronic correspondence and the loss of any data in general
- Any routing problems
- The operation of any software

- The consequences of any virus, computer bug, anomaly or technical breakdown
- Any damage caused to an APPLICANT's computer

- Any technical, hardware and software failure of any kind which prevents or limits the possibility to take part in the CONTEST or which damages the system of an APPLICANT.

The ORGANISER of the CONTEST hereby disclaims liability for any direct or indirect damage resulting from any interruption, any malfunction, any suspension or the termination of the CONTEST for any reason whatsoever, as well as for any direct or indirect damage which might result, in any way whatsoever, from a connection to the Contest Web Site.

It is up to the APPLICANT to take all appropriate measures so as to protect their own data and/or software that are stored on their computer equipment against any damage.

The connection of any person to the Contest Web Site and the Application in the CONTEST shall take place under their full responsibility.

The ORGANISER shall not be liable if owing to circumstances of force majeure or events that are beyond its control, the CONTEST were to be modified, curtailed or cancelled.

### Article 11. GENERAL TERMS AND CONDITIONS

ORGANISER reserves the right to cancel, suspend and/or modify the CONTEST, or any part of it, if any fraud, technical failures or any other factor beyond ORGANISER's reasonable control impairs the integrity or proper functioning of the CONTEST, as determined by ORGANISER in its absolute and sole discretion. In such event, ORGANISER reserves the right to award the prize [per the Winner determination procedures in these Rules] from among the eligible Application received up to the time of the impairment. ORGANISER reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the Application process or the operation of the CONTEST, or to be acting in violation of the Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the CONTEST may be a violation of criminal and civil law, and, should such an attempt be made, ORGANISER reserves the right to seek damages from any such person to the fullest extent permitted by law. ORGANISER's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

## Article 12. **DISPUTE AND AWARD LIMITATION**

Except where prohibited, APPLICANT agrees that: (1) any and all disputes, issues, claims and causes of action arising out of or connected with this CONTEST or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Tribunal de commerce of Nanterre (France); (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this CONTEST, but in no event attorneys' or legal fees; and (3) under no circumstances will APPLICANT be permitted to obtain awards for, and subject to any compensatory damages for a breach of a Non-Excludable Guarantee, APPLICANT hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

## Article 13. APPLICABLE LAW

All issues and/or questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of the APPLICANT and ORGANISER in connection with the CONTEST, shall be governed by, and construed in accordance with, the laws of France, without giving effect to any choice of law or conflict of law rules (whether of the France or any other jurisdiction).

## Article 14. ACCEPTANCE OF THE RULES

Any participation in the CONTEST shall imply full and unreserved acceptance of these Rules. Any practical problems in interpreting or applying these Rules shall be settled authoritatively by the ORGANISER. No response shall be provided to any written or telephone request concerning the interpretation or the application of these Rules, the mechanisms or the terms of the CONTEST as well as the choosing of the Winners.

Language of these Rules is the English. In case of discrepancy in interpretation with any further translation in any other languages with the English version, the English version shall prevail.

### Article 15. **EVIDENCE**

Any electronic records contained on the Contest Web Site shall be authoritative (i.e. deemed to be accurate and true) unless it is proven otherwise. Any interpretation problems that may arise shall be settled authoritatively by the ORGANISER.

The ORGANISER shall be entitled to use, for instance for purposes of evidence, any act, fact or omission, programs, data, files, recordings, operations and other elements (such as monitoring reports or other statements) of a digital or electronic nature, or in/on a digital or electronic format or medium, drawn up, received or stored directly or indirectly by the ORGANISER, such as in its information systems, that are linked to the use of its Contest Web Site.

The APPLICANT pledges not to challenge the admissibility, the validity or the evidential value of the abovementioned elements of a digital or electronic nature, or in/on a digital or electronic format or medium, based on any statutory provision whatsoever which might specify that certain documents must be written or signed by the parties in order to constitute valid evidence.

These elements shall thus constitute valid evidence and if they are produced as evidence by the ORGANISER of the CONTEST in any contentious or other proceedings, they shall be admissible, valid and enforceable between the parties in the same way, on the same terms and with the same evidential value as any document which is drawn up, received or stored in writing.

## Article 16. LODGING AND CONSULTATION OF THE RULES

These Rules may be obtained free of charge immediately upon sending a request to ANTALIS INTERNATIONAL – Antalis Interior Design Award – 8 rue de Seine 92100 Boulogne-Billancourt, France.

These Rules have been lodged with « SELARL ACTA - PIERSON et ASSOCIES titulaire d'un office d'huissier de justice domiciliée 15 rue de Sarre BP 15126 57074 METZ Cedex 3 »

They may be consulted on the web site: www.antalisinteriordesignaward.com

As set out in the certificate witnessing the lodging of the Rules of the CONTEST dated September 1<sup>st</sup> 2017 which is appended to the First Original of said Rules, kept at the abovementioned firm of bailiffs.