

## Terms and Conditions for participating in the IAS contest"

### Article 1. Organizing Company

IAS (Institute of Advertising Singapore) is organizing a contest without any purchase obligation (hereinafter referred to as the "Contest" ) on the [www.eyeka.asia](http://www.eyeka.asia) website, owned by Eyeka Asia Pacific (hereinafter the "Eyeka Website").

IAS is hereinafter referred to as the Company.

### Article 2. Participation in the Contest

#### 2.1

The Contest consists of a video/animation contest onto the Eyeka Website in order for the works to be submitted to a final Jury that will select 1(one) final winner.

The dates for participating in the Contest are from 06.04.2009 through 24.08.2009 (GMT+8).

#### 2.2

To be eligible for the Contest, contestants must be over 18 years of age.

#### 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 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 shall not be limited.

#### 2.6

To participate, the contestants must:

- Remotely transfer/upload their works to the Eyeka Website from their personal web page,

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- Select the work to be submitted,
  - On the page view, click on “Submit to a Group”,
  - Select the group “IAS Call for Entries”.

## **2.7**

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

### **Article 3. Details of the videos**

Specifications for uploaded files are as follows:

Video:

- FLV, AVI, MOV, MPEG files (to be uploaded on the Eyeka’s website
- MPEG, AVI resolution format for the Winner after closing competition.

Furthermore, the 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 details required.

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

#### **4.1**

One unique winner will be selected for the Contest by a Jury.

The Jury will consist of a panel of members of the advertising and marketing industry in Singapore to appoint the winner among the contestants.

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

The winner will be selected and notified by the Company no later than 05.10.2009.

#### **4.2**

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

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

The amount of at least 20 videos/animations 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 05.11.2009, the winner gets the Airfare + Hotel Accommodation (2 night) for granting his/her rights upon the videos/animations to the Company. The winner will get the cash prize of net amount USD 5,000 after the award ceremony on 13<sup>th</sup> of November 2009.

Prizes are non-transferable and cannot be redeemed for cash or credit, in whole or in part.

If the prizes as described in these Terms and Conditions are not available, the Company reserves the right, at its sole discretion, to substitute the prize awarded with a prize of equivalent value for any reason.

### **5.2**

The winner shall only get the prize if he/she actually grants his/her rights upon the video to the Company no later than 05.10.2009 by signing an exclusive licence agreement with the Company. This licence agreement shall be granted on a worldwide basis and shall authorize the Company to use the videos/animations for 1 year on the formats indicated by the Company.

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

## **Article 6. Intellectual property and promotional issue**

All contestants authorize the Company the use of their works on a non-exclusive basis for promotional purposes (promotion of the Contest, promotion of the Company's activities), for internal and external communications, public relations and corporate communication.

Contestants acknowledge that the use of the licensed works by the Company within the framework of this licence helps promoting their works and shall be

deemed as the compensation of the grant of rights. Thus contestants expressly agree to grant this licence on a free basis and acknowledge that the use of the works 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 works, in whole or in part (including pictures, screenshots, movie sequences, dialogues, characters, illustrations) 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, by computer methods using digital methods, including hard drives, databases, internet (website, site intranet, extranet site), computer servers;
- The right to communicate or cause the communication of the works, 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 all media, such as online networks and websites, intranet, extranet (including sites published by the Company), Internet promotional media such as newsletters, headers, by software, digital networks, services and 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), mobile telephone line (GSM, I-mode, GPRS, UMTS, Edge, 3G, 3G +, etc..), cable, fiber optic, satellite, Wi - Fi etc.).

This Licence includes the right to use any currently existing or future methods and processes to broadcast the works on all networks.

This Licence is granted for one (1) year period from the end of the Contest and is granted on a worldwide basis.

#### **Restrictions of use**

All rights not expressly granted by the contestants remain their sole property. The Company is not acquiring any right of any nature whatsoever in the submitted works except the licence granted to use the works under aforementioned clause 6. Thus, contestants shall retain all rights and property

on the submitted works (including pictures, screenshots, movie sequences, dialogues, characters, illustrations).

Moreover, the licence granted to the Company does not allow the Company to commercialize, to distribute the submitted works or copies of the works. Any resale, exchanges, hiring of the files, transfer to a third or download is strictly prohibited.

#### **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 the duration of the aforementioned licence stipulated in article 6.

#### **Article 8.   Warranties**

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.

Accordingly Contestants agree to indemnify and hold harmless the Company and Eyeka Asia Pacific against any claims or legal action for breach of copyright

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by third parties in relation to his or her entries. Contestants shall hold the Company and Eyeka Asia Pacific 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 9. Responsibility and Liability**

Eyeka Asia Pacific makes no guarantee regarding the protection of any digital content published on its platform as no online digital content can be fully secured against piracy.

The Company and Eyeka Asia Pacific 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 Asia Pacific 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 Asia Pacific 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 Asia Pacific from any and 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)



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the participation in the Contest or any prize-related activities, (iii) the broadcasting of the Works by the Company and Eyeka Asia Pacific.

**Article 10. Applicable Law and Jurisdiction**

For this website, any interpretation of its content, claims or disputes (of whatever nature and not limited to contractual issues) shall governed by the laws of the Republic of Singapore and all contestants agree to submit to the exclusive jurisdiction of the Singapore Courts.