
Terms and Conditions for participating in the "Sony Make.Believe CFE contest"

Article 1. Organizing Company

Bates 141, a company registered under number 198903625G, is organizing a contest without any purchase obligation (hereinafter referred to as the "Contest") on the www.eyeka.asia website, owned by Eyeka Asia Pacific (hereinafter the "Eyeka Website").

Bates 141 is hereinafter referred to as the Company.

Article 2. Participation in the Contest

2.1

The Contest consists of call-for-entries onto the Eyeka Website in order for the works to be submitted to a final Jury that will select 3 (three) final winners.

The dates for participating in the Contest are from Mon, 16th November 2009 through Thur, 14th January 2010 (GMT+8).

2.2

To be eligible for the Contest, minors must imperatively be provided with written authorization from their parents / guardians who 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 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 _____ through _____ 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 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 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/animations](#) 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,
- Select the work to be submitted,
- On the page view, click on "Submit to a Group",
- Select the group "[Sony - My Dot Moment Call for Entries](#)".
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2.7

Undertakings of the Contestant:

2.7.1

- In consideration of Bates141 disclosing information relating to the Project to the Contestant, the Recipient hereby undertakes to:
 - (a) To use all Proprietary Information so disclosed exclusively for the Project; and
 - (b) To maintain confidential all Proprietary Information that it may acquire in any manner;And it will not directly or indirectly use or disclose any of the Proprietary Information in whole or in part save for the purposes of and in accordance with the Agreement, to any third party (including its subsidiaries, parents or affiliated companies) and the Contestant shall use its best endeavours to prevent an inadvertent disclosure of the Proprietary Information to any third party.

2.7.2

- The Contestant shall restrict access to the Proprietary Information to only those of its employees to whom such access is necessary for carrying out the Project.

2.8

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/animations](#)

The topic of the Call for Entries is: Sony - My Dot Moment

Specifications for uploaded files are as follows:

Videos:

- 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.

Contestants are to ensure that no competitor products are used within the videos

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

Submitted Works should comply with the aforementioned guidelines.

Article 4. Selection of the winner

4.1

5 (five) winners will be selected for the Contest by a Jury.

The Jury will consist of employees of the Company 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 one month after the CFE ends. 15th February 2010 (TBC).

4.2

Winner of the Contest shall only be selected if at least 15 **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.

The Contest shall end up with no selected winner in case there would be fewer than 15 of such **videos/animations** at the end of the Contest.

The amount of at least 15 **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 one month after the Call For Entries ends, each winner gets the net amount of **USD 1000** for granting his/her rights upon the **videos/animations** to the Company.

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 winners shall only get the prize if he/she actually grants his/her rights upon the video to the Company no later than **23rd February 2010** 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 a period of five (5) year, worldwide, on the formats indicated by the Company.

The winner must also provide a written account of his/her experience of the campaign which will be shared to the rest of the community via the blog.

Should the winner not sign the licence agreement with the Company and provide the written account, the winner could not get the Prize.

Article 6. Intellectual property and promotional issue

All contestants authorize the Company the use their works on a non-exclusive basis on all media, worldwide, 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 the following 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.), below the line promotional events and TV broadcast

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

This Licence is granted for five (5) 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, to sell the submitted works or media (analogue and digital devices of any kind whatsoever) incorporating 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 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, shorter 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) 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 be governed by the laws of the Republic of Singapore and all contestants agree to submit to the exclusive jurisdiction of the Singapore Courts.