

"Climat, état d'urgence" Photo contest

RULES

ARTICLE 1 - CONTEST ORGANISATION AND DATES

The Fondation Alliance française, a state-approved, educational foundation with statutory funds of €35,600,000 and head offices at 101, Boulevard Raspail, 76006 Paris, will hold an international photography contest from 12sd August 2014 to 14th June 2015.

Every participating Alliance française shall send the Fondation 2 photos from an award-winner previously selected by their own jury.

The 2 photos will then be examined by a jury in Paris. The winner selected will be awarded travel and expenses for a one-week stay in Paris.

The present document defines the rules of this contest.

ARTICLE 2 - CONDITIONS FOR PARTICIPATION IN THE CONTEST

Participation in the contest is free. The contest is based on the submission of photos that illustrate the theme "Climat, état d'urgence".

Candidates are invited to present works illustrating the issues raised in their home country in relation to climate change, both real and perceived, as well as its consequences on people's lives, and the initiatives that are taken or imagined to fight against its negative impact.

This contest is open to anyone who is legally an adult in their country of origin.

Participation in the contest implies unconditional acceptance of all of the present rules. Failure to obey any of the rules will result in a candidate's participation being cancelled.

ARTICLE 3 - ENROLMENT AND HOW THE CONTEST WORKS

Any Alliance française that wishes to take part in this contest must return the registration form, duly completed, to the Fondation Alliance française at the following address: concoursphoto@fondation-alliancefr.org.

The contest will take place in 3 phases:

<u>Locally</u>: The first phase of the contest, which will be the responsibility of each Alliance française, will be held between 12sd August 2014 and 14th June 2015. Every participating Alliance française undertakes to set up its own jury and make a preliminary selection of photographs.

Each Alliance française will then send the name of its winner and their 2 selected photos to the Fondation Alliance française.

The 2 photos should be sent later the 14th June 2015 to the following address: concoursphoto@fondation-alliancefr.org on the website www.wetransfer.com ("We transfer" is a free service to send big files safely). In this sending, the name of the Alliance, the name of the photographer and the titles of both photos have to be mentioned.

Any incomplete or non-compliant entry shall be rejected and the Fondation shall not be held liable for any claims related thereto.

<u>Worldwide</u>: The Fondation Alliance française will be responsible for this phase. During this period, its jury will select 40 photographs for a group exhibition that Alliances françaises abroad may schedule free of charge.

<u>Final selection</u>: Naming of the final contest winner by the jury of the Fondation Alliance française.

1/ Submission of photo entries:

Only those photos sent to the Fondation Alliance française before the 15th June 2015 (with connection date serving as proof) will be considered for participation in the contest. Any entry made after that date will not be taken into consideration by the organisers.

2/ Date of publication of the jury's decision

Except in a case of force majeure, the jury's decision will be sent to participating Alliances françaises and published on the site www.fondation-alliancefr.org after 25th October 2015.

ARTICLE 4 - PARTICIPANTS

This contest is open to any physical person (hereinafter referred to as: the "participant"). The contest is not open to professional photographers who are recognised for their artistic work and making exclusively their living from it.

Any participant will need to make his inscription through one of the Alliances françaises in the world.

Only one entry of 2 photos per participant will be accepted.

Participants must guarantee that the photos submitted are originals not previously published (the reproduction of existing works is forbidden) and that they hold exclusive rights to the use of their work. In this respect, participants shall be responsible for obtaining all relevant authorisations from any third parties directly or indirectly involved in their production and/or who might believe that they can claim any right whatsoever over the work, and shall be responsible for any eventual payments deriving therefrom.

Participants shall transfer to the Fondation Alliance française exclusive usage rights to the photographs submitted on the site during the contest.

In general, all participants shall hold the Fondation Alliance française, as organiser of the present contest, free from any legal proceeding, action or claim that any third party might initiate, on any grounds, in terms of the usage rights transferred under the contest rules and more broadly in respect to all of the guarantees and undertakings assumed under the present agreement.

The Fondation Alliance française reserves the right to make any verification necessary for application of the present article.

In terms of the contents of the photographs, we offer the following advices, which should not be considered to be exhaustive:

- Obtain the agreement of any persons present in the photographs;
- Foresee cases where the inclusion of buildings or property (historical or modern) may provide entitlement to royalties;
- Do not include any urban structures that may be affected by third-party property rights;
- Do not show anything with a branded style (clothing, furniture, furnishings or objects);
- Any inclusion of the brand name of tobacco or alcohol products, or of any situation promoting their consumption, is forbidden.

Any enrolment or participation involving data or contact information that are incomplete, erroneous or false, or done in violation of the terms of the present agreement shall be considered null and void by the Fondation Alliance française and will be excluded from any awards without the Fondation being liable for said exclusion.

Any participant who makes a false statement shall be excluded from the contest without the Fondation being liable for said exclusion.

ARTICLE 5 - NAMING OF THE WINNERS ("GRAND PRIZEWINNER" AND FINALISTS) AND AWARDING OF PRIZE BENEFITS

The jury named by the Fondation Alliance française, comprised of professionals from the world of photography and culture, shall select 1 (one) "Grand Prize Winner" and 19

(nineteen) finalists from the photographers whose photos, on the topic "Climat, état d'urgence", have been submitted before 15th June 2015.

As organiser of the contest, the Fondation provides every guarantee to participants of the impartiality, good faith and integrity of the members of its jury.

As is customary in such cases, the jury shall be entitled to discard any photograph that it deems to be artistically inappropriate.

The decisions of the jury, which is constituted and operates as is expected for its work, shall be final and no appeals shall be allowed.

The jury's decisions shall be made based mainly on the following criteria:

- The candidate's compliance with the process;
- The relevance of the entry to the subject of the contest;
- The pertinence and harmony of both photos
- The quality of the photos entered: framing, originality, handling of light, aesthetics, etc.;
- Compliance with the prescribed number of photos to be submitted (two);
- Observance of the technical factors mentioned below.

All of the preselected photos shall then be forwarded to the jury established by the Fondation Alliance française.

TECHNICAL FACTORS:

Each participant shall submit their 2 photos in TIFF file format (preferred) or JPEG format (as an alternative) with a resolution of 300 dpi.

The following information must also accompany the 2 photos submitted by each participant:

- Brand, model and reference information about the camera used
- The f-stop used
- The shutter speed used
- If a negative was used, information about the film (brand, Izo number).

The "Grand Prize Winner" and the "Finalists" shall give the Fondation Alliance française express authorisation, free of charge, to any reproduction and publication of their photos for the group exhibition, to promote and advertise their works on any medium of distribution known to date or unknown, throughout the entire world and for a period of 24 months starting on 20th November 2015.

The "Grand Prize Winner" and the "Finalists" shall give the Fondation Alliance française express authorisation, free of charge, to take pictures and make audio and/or visual recordings of their participation in the exhibition, and to broadcast them live and/or in delayed time, in whole and/or by extracts, via any medium of distribution known to date or

unknown, throughout the entire world and for a period of 24 months starting on the date the jury's decisions are announced.

ARTICLE 6 - PRIZES AWARDED

Some of the photos submitted by the finalists and the grand prize winner, selected by the jury, will be exhibited in a group exhibition in a Parisian space chosen by the Fondation Alliance française and/or at the gallery of the Fondation.

The Grand Prize Winner will be invited one week in Paris. Air fare (economy class round-trip), lodging (youth hostel category or the equivalent) for one week in Paris, and per diem at €40/day will be provided to the winner by the Fondation Alliance française.

Prize winnings do not include the following:

- any eventual expenses and additional services related to benefiting from the award, which shall be borne by the prize winners;
- personal expenses (e.g. travel within France).

The Grand Prize Winner and the Finalists will not receive any monetary reward for their participation in this contest sponsored by the Fondation Alliance française other than the above-mentioned benefits.

Prize awards may not be transferred or exchanged.

The contest sponsor reserves the right to replace the stated benefits by equivalent benefits.

The Grand Prize Winner and the Finalists will be contacted by e-mail and/or telephone by the Alliance française of their home country.

Should the contact data provided by a winning participant not allow him or her to be contacted concerning an award, he or she shall lose their place as a prize winner and shall not be entitled to any further claims.

The awarding of prizes shall not entitle recipients to any sort of claim, or to payment in cash or in any other form, nor to a substitution or exchange of their prize on any grounds whatsoever.

Should the Grand Prize Winner and/or a Finalist be unable to benefit from their prize award, totally or partially, on whatever grounds, they shall lose all entitlement to same and shall have no recourse to obtaining compensation of any sort for it.

The contest sponsors shall be responsible for printing the photos that are the winning entries and for hanging them in the exhibition space selected. The staff of the Fondation Alliance française shall make all decisions concerning the format for printing, the type of

framing and the means of hanging the photos, as well as the general scenography of the gallery.

ARTICLE 7 - PUBLICATION OF CONTEST RESULTS

The identities of the Grand Prize Winner and the Finalists of the contest shall be published using any pseudonym (artistic name) under which they may have enrolled and, eventually, using their real name, and may be used for communication on the Web sites and in the communication media of the Fondation Alliance française and participating Alliances françaises.

ARTICLE 8 - LEGAL LIABILITY AND IN CASE OF FORCE MAJEURE

A reminder is hereby expressly provided that the Internet is not a secure network. The Fondation Alliance française denies all legal liability in the event that its Internet system malfunctions, especially due to external malicious actions that might prevent the contest from taking place properly.

In addition, it shall not be held liable in the event of problems with the sending, receiving or loss of postal or electronic mail. Any inaccurate or false statement and any fraudulent use shall lead to disqualification of the perpetrator.

In a case of force majeure, or of circumstances beyond its control, the Fondation Alliance française reserves the right to modify the present agreement and to postpone or cancel the contest. In the event of such changes, it shall in no way be held liable.

ARTICLE 9 - RULES

The mere fact of taking part in this photo contest implies pure and simple acceptance of all of the present rules, including, as they may arise, any eventual amendments and riders. The organiser shall have sole jurisdiction to settle any practical problems with interpreting or applying the present rules.

These rules may be consulted on the Web site www.fondation-alliancefr.org and a copy of same will be sent free of charge to anyone so requesting in writing at the following e-mail address: concoursphoto@fondation-alliancefr.org (or Fondation Alliance française - Concours "Climat, état d'urgence", Fondation Alliance française, 101 Boulevard Raspail, 75006 Paris), up until the date of publication of the results of the contest.

Any local rules written under the aegis of each Alliance française shall be based on the terms of the rules established by the Fondation and adapted to suit any eventual local legal constraints.

ARTICLE 10 - RIGHT TO PRIVACY OF PERSONAL INFORMATION

Pursuant to the Law on Privacy of Personal Information of 6th January 1978, amended by the law of 6th August 2004, the user is entitled to access, obtain, correct and, as applicable, disallow the distribution of their personal data. The user may at any time disallow forwarding of his or her information to third parties. All requests for access, correction or disallowance should be sent to the following address: "Climat, état d'urgence" - Fondation Alliance française, 101 Boulevard Raspail, 75006 Paris), no later than the date of publication of the contest results.

ARTICLE 11 - DISPUTES

The present contest is subject to French law for its proceedings in France.

Each Alliance française shall be responsible for its own rules written under its direction and based on the present rules.

ARTICLE 12 - REGISTRATION AND CONSULTATION OF CONTEST RULES

The present rules have been registered with the firm of SELARL - DI FAZIO - DECOTTE - DELARUE, associated court officers, 13 rue Guillamond, 69440 Mornant. They may be consulted on the Web site www.Reglement-Jeux.fr, in accordance with the directive on the registration of game rules.