



## CONTEST RULES

« #armstrongVineAwards »

Organized by armstrong Agency

From 12 pm Thursday, January 23, 2014 to 11.59 pm Saturday, January 25, 2014

### ▪ ARTICLE 1 - OBJECT

The armstrong Agency , hereinafter referred to as « organizing company », Baobaz SES SARL with a capital of 40 000 euros, , headquartered at 22 rue de Palestro, 75 002 PARIS, is organizing a videos competition

« #VineBday » (hereinafter « Contest ») from 12 pm Thursday, January 23, 2014 to 11.59 pm Saturday, January 25, 2014.

### ▪ ARTICLE 2 – PARTICIPATION

#### 2.1 Eligibility to the competition

Participation in the game is open to anybody of 18 and above (or “*considered as adults in their country of residence*”), registered on social networks Twitter and Vine (hereinafter the "Participants") in Metropolitan France or internationally except for employees of the companies organizing the Contest and any person who participated directly or indirectly in organizing or implementing it, as well as their spouse and members of their family: ascendants and descendants.

The organizing company reserves the right to request any participant to provide proof of these conditions. Any person who does not satisfy these conditions or who refuses to provide proof of their identity will be excluded from the Contest and, if they win, will not receive the prize.

#### 2.2 Entry and participation terms and conditions

**A videos competition from 12 pm Thursday, January 23, 2014 to 11.59 pm Saturday, January 25, 2014**

To play, the participant must:

- **Be equipped with a Smartphone** (iOS / Android / Windows Phone / BlackBerry OS)
- **Download the free applications Vine and Twitter** (or on iTunes, AppWorld, Marketplace or Android market). To download the Vine and Twitter applications, the Participant must accept the terms of these applications.
- **Connect to Vine**
- **Select the category where you want to compete:**



1. Louis Award – #BestArt
  2. Lance Award – #BestComedy
  3. Neil Award – #BestAnimation
- **Make a video** of 6 seconds mentioning #armstrongVineAwards and:
    - #BestArt + @TheAdamGoldberg
    - or
    - #BestComedy + @RudyMancuso
    - or
    - #BestAnimation + @origiful
  - **Share the video on Vine and Twitter**

Participation in this Contest implies pure and simple acceptance of these rules in their entirety, without conditions or reservations. Participation in the Contest implies complete acceptance of these rules by all provisions, rules of conduct on Internet (netiquette, code of good conduct ...), as well as laws and regulations applicable to contests in France.

If it turns out that a participant has won a prize in violation of these rules or through fraudulent means, the prize concerned will not be awarded to him or her and will remain the property of the organizing company, without prejudice of any potential legal proceedings that may be brought against the participant by the organizing company or by third parties. Any false statement, indication of identity or false address will result in the immediate elimination of the participant and the return of prizes already sent, if necessary.

Any incomplete, inaccurate or non-complying participation with the terms of Article 2.2 (especially in the absence of references @byarmstrong #VineBday and #armstrongvineawards and the associated category (eg #art) in the legend of the publication cannot be validated and will result the disqualification of the participant.

The Participant must ensure that access to his video(s) is not limited to his friends and is visible by all users to enable the Organizing Company to have access to his video(s).

The Participant is not limited by the number of videos and may renew his participation(s) as many times as he wants over the Contest Period.

The videos will be submitted to the following jurors:

- **Adam Goldberg** for the Louis Award – #BestArt Category
- **Rudy Mancuso** for the Lance Award – #BestComedy Category
- **Ian Padgham** for the Neil Award – #BestAnimation Category

Each juror will deliberate for six days in each category. Results will be announced January 31, 2014 at 2 pm, and published on the website of the operation ([www.armstrongvineawards.com](http://www.armstrongvineawards.com)) and of the Vine account agency (<https://vine.co/armstrong>)



Three (3) participants whose videos have been selected will win:

- From \$ 2,000 to \$ 6,000 for #BestArt video category
- From \$ 2,000 to \$ 6,000 for #BestComedy video category
- From \$ 2,000 to \$ 6,000 for #BestAnimation video category

The amount will be converted if necessary according to the official exchange rate during January 31, 2014, day of deliberation, using the website <http://www.xe.com>

If it turns out that a participant has won a prize in violation of these rules or through fraudulent means, the prize concerned will not be awarded to their and will remain the property of the organizing company, without prejudice to any potential legal proceedings that may be brought against the participant by the organizing company or by third parties

The three (3) winners will first be informed via Twitter privately. The Winners will communicate during the week of deliberation, from February 3 to February 7 2014, their contact information (name, email address and telephone number of the Participant) to be contact.

Important: The email sent by the winner will be sent from the email account used to Twitter, to verify the validity of the account.

▪ ARTICLE 3 – PRIZES

Participants will play to win:

- From \$ 2,000 to \$ 6,000 for #BestArt video category
- From \$ 2,000 to \$ 6,000 for #BestComedy video category
- From \$ 2,000 to \$ 6,000 for #BestAnimation video category

In case of *force majeure* or if the product is unavailable, the organizing company reserves the right to substitute other prizes of equal value to the prizes offered.

▪ ARTICLE 4 – DETERMINATION OF THE WINNERS AND TERMS AND CONDITIONS FOR AWARDING PRIZES

Each winner will first be notified immediately after the jury deliberation via Twitter in private by the Organizing Company and after via e-mail or telephone.

Any demands of informations, written or by phone relative to the winners list will be issued

The winners will have one (1) month from receipt of the e-mail to claim their prize.



▪ ARTICLE 5 – USE OF PARTICIPANTS INFORMATIONS (NAMES, ADRESSES AND IMAGE)

Information collected upon participating in the contest is solely intended for the Organizing Company as well as for all companies and/or individuals involved in it. Data collected to this end must be provided by persons wishing to enter the contest. The winners expressly authorize the Organizing Company and its partners to reproduce and to publish free of charge on the information documents related to the contest the identity – that is, the initials of their name, their first name as well as their place of residence (commune) and photograph.

Unless instructed otherwise by the participant, the Organizing Company may process the information about him or her for its exclusive benefit as part of advertising or sales campaigns over all media platforms.

Each Participant agrees to give graciously and exclusively to the Organizing Company or "Armstrong agency " Baobaz SES company with a capital of 40 000 euros, headquartered at 22 rue de Palestro, 75 002 PARIS for the world and for a period of three ( 3) years, all exploitation rights on the video object use by the companies as advertising and promotion of activities, products and services , and about marketing operations , internal and external communications , corporate communications, in all media , on the Facebook page (<https://www.facebook.com/digitalbyarmstrong>), on the Twitter account of the agency (<https://twitter.com/byarmstrong>) by webcast , by broadcast on mobile phone networks , and printed on the right to use, modify, reproduce , publish, represent the video posted by the winners. The participant declares being free of obligation with a third party blocking the use and/or publication of his video used during the competition

Each participant agrees to give graciously exclusively to the Organizing Company or Armstrong agency, Baobaz SES company with a capital of 40 000 euros, headquartered at 22 rue de Palestro, 75002 PARIS for the world and for a period of three (3) years, all exploitation rights on the video object of his participation in the contest and selected by the jury for its exploitation rights on the videos

However, the assignment does not include the right to distribute and to market the videos or copies of these videos, with or without charge, particularly in the context of sale, public lending, leasing, and download payment.

All Participants who submit a video in the Contest warrant they are holders of rights attached to this video and can grant them to the Organizer. Participants also guarantee obtaining the written authorization of persons or buildings shown in videos posted online. In this regard, the Participants agree to justify in writing to the Organizing Company any time, and provide the Organizing Company.

All Participants who submit a video for the contest accept to be the only person liable for the content and the diffusion consequences. Participants cannot create videos, the content of which is unlawful and / or without this list being exhaustive, pornographic, hateful, violent, abusive, and defamatory or infringe decency, morality and / or the public policy in any way whatsoever.



Participants guarantee that the videos are created in accordance with all applicable laws and regulations.

The Organizing Company reserves the right to remove at any time, without notice, any video created that doesn't comply with all the requirements specified in this regulation or is likely to harm the image of the concert and / or said companies or any company belonging to the same group of companies .

#### ▪ ARTICLE 6 – LIMITATION OF LIABILITY

Participation in the Contest implies knowledge and acceptance of the characteristics and the limitations of the Internet, particularly concerning technical performance, response times for consulting, searching for or transferring information, the risks of interruption and, more generally, the risks inherent to any Internet connection and transmission, the absence of protection for certain data against potential misappropriation and the risks of contamination by potential viruses circulating on the Internet.

Consequently, The Organizing Company, Armstrong cannot, under any circumstance, be held liable for, but not limited to:

- The content of the services consulted at the Site and, in general, all information and/or data disseminated on the services consulted at the Site;
- The transmission and/or receipt of any data and/or information on the Internet;
- Any malfunction of the Internet network preventing the smooth advancement/operation of the Contest;
- Connectivity issues to Vine and Twitter applications.
- The failure of any reception equipment or of the lines of communication;
- The loss or any paper or electronic mail and, more generally, the loss of any data;
- Delivery problems;
- The operation of any software program;
- The consequences of any virus, computer bug, fault or technical failure;
- Any damage caused to the computer of a Player;
- A technical, hardware or software failure of any kind that prevented or limited the possibility of participating in the Contest or that damaged the system of a Player.
- Connectivity issues to Vine and Twitter applications.

The Organizing Company reserves the right to cancel, postpone, extend, shorten or modify, partially or completely this operation in case of force majeure without justifying its decision and without being held liable for any reason as a result.

The social networks Vine and Twitter, their web sites or mobile sites and mobile applications are published and operated by the Company Vine and Twitter Inc. Under no circumstances can the Organizing Company be held accountable for any damage. Further, the Organizing Company shall not be held responsible if there are problems caused by Vine and Twitter.



The Organizing Company commits with their suppliers to ensure that the system for determining winners and award prizes complies with this Regulation.

If a failure affects the system for determining winners, the Organizing Company shall not be held liable towards winners about the number of allocations announced in this Regulation and any communication relating to the Contest.

The Organizing Company accepts no responsibility in case of damage caused to the winner when using or enjoying his or her prize.

#### ▪ ARTICLE 7 – DATA PROTECTION

In accordance with the provisions of “Loi Informatique et Libertés” (Data Protection Act) of 6 January 1978, amended by the Law of 6 August 2004, information collected upon participating in the contest is solely intended for the Organizing Company as well as for all companies and/or individuals involved in it. Data collected to this end must be provided by persons wishing to enter the contest. In addition, any participant in the contest shall have the right to access, correct or delete his or her data by sending a simple written request to the Organizing Company », Baobaz SES SARL with a capital of 40 000 euros, , headquartered at 22 rue de Palestro, 75 002 PARIS. The Data process is registered in CNIL under the statements n° 1 283 914 and 1 283 915 “Organizing Company”, », Baobaz SES SARL with a capital of 40 000 euros, headquartered at 22 rue de Palestro, 75 002 PARIS. If the participant decides to withdraw before the end of the Contest, participation will be canceled.

#### ▪ ARTICLE 8 – RULES

The present rules are governed by French law. Participants are subject to French regulations for contests.

In case of dispute or claim, for any reason, applications must be submitted in writing to the Organizing Company and / or Partner Company within two (2) months after the end of the Contest (stamp postmark).

Any problem arising in connection with the construction and performance of these rules shall be settled amicably between the parties. If, within one month, no agreement has been reached, the dispute may be referred to the competent courts in conformity with French laws.

Simply participating in this Contest implies pure and simple acceptance of these rules in their entirety, without conditions or reservations.

This Contest has been deposited with SCP LACHKAR, GOUGUET, THOMAZON et BICHE, Bailiffs, 156 rue Montmartre - 75002 PARIS.

All challenges or complaints relating to the Contest must be sent in writing within one (1) month following the end of the Contest to:



The Armstrong Agency, hereinafter referred to as « organizing company », Baobaz SES SARL with a capital of 40 000 euros, headquartered at 22 rue de Palestro, 75 002 PARIS.

This Contest is subject to French law, and in case of any litigation, the dispute will come under the jurisdiction of the Regional Court of Paris