

Official rules for participating in the "XX!" contest

1. ORGANIZATION OF THE CONTEST

Gerber Life Insurance Company, 1311 Mamaroneck Avenue, White Plains, NY 10605, is organizing a contributive call for entries, hereafter referred to as the "Contest".

Gerber Life Insurance Company, 1311 Mamaroneck Avenue, White Plains, NY 10605 is hereafter referred to as "the Company".

The Contest is organized on the Company's initiative. The Company has gained access to Eyeka's services. EYEKA is a limited liability company registered under French law, registered under number 488 120 916 RCS Paris, having its headquarters at 79 rue La Boétie, 75008 Paris, France.

Conditions of access and participation in the Contest are defined in these rules ("Rules").

2. PARTICIPATION IN THE CONTEST

2.1

The Contest consists of making creative works (hereafter designated as "Submissions") complying with the guidelines available on the page of the Contest on the Eyeka website (www.eyeka.com) and defined in article 3 of these Rules and uploading these Submissions onto the Eyeka Website.

At the end of the Contest, some of the accepted Submissions will be selected as winners of the Jury's Prizes in the terms set forth in the Rules.

The number of Submissions submitted by each participant to the Contest is not limited.

2.2

Participating time in the Contest is set forth as follows:

2.2 PARTICIPATING TIME: Uploading time on the Eyeka Website is from 19/07/2017 at 11.00 UTC through 16/08/2017 at 23.59 UTC ("Uploading Period")

Accepted Submissions are eligible for the **Jury's Prize** under the conditions set forth hereafter.

2.3 Minors' participation: Minors are not entitled to take part to the Contest

2.4 Participation in the Contest is subject to having first created a user account on the Eyeka Website. In addition to the details required to create a user account (user name, email address, last name and first name) participants must fill in their personal account with all information enabling Eyeka to promptly notify the winners (phone number and postal address).

The Eyeka Website is the only way of submitting Submissions to the Contest. Submissions transmitted by any other mean shall be void.

Prize funds will be paid out to winners through Payoneer. Participants must have a valid Payoneer account to receive the Prizes. Winners are free to choose the method of payment from the different withdrawal options available with Payoneer.

The participants expressly agree that, should they decide to close their user account, their Submission and its process will remain submitted to the Rules.

2.5 The employees of the Company and Eyeka, as well as their relatives (parents/grandparents, descendants, spouses) cannot participate in the Contest.

2.6 Apart from uploading the Submissions on the Eyeka Website in order to be viewed by the Company, Eyeka or any person designated by the latter, each participant must keep his/her Submissions confidential. Each participant also undertakes to keep all material and information related thereof, including but not limited to the brief, provided by Eyeka for the Contest (hereafter the Contest Material) confidential for as long as the information contained in the material, especially those in connection with the business activities, strategies and plans of the Company have not been disclosed into the public domain, thus participants hereto shall undertake not to divulge or communicate, to whomsoever, either directly or indirectly, any or all of the Submissions or the Contest Material. Participants may only disclose the Submissions or the Contest Material to the people who are directly involved in the making of the Submissions or the Contest Material and who have a need to view the Submission or the Contest Material in order to carry out the participation in the Contest by the participant.

Participants acknowledge that any such unauthorized communication may cause loss or damage to Eyeka and/or the Company for which an award of damages is not an adequate remedy.

For Submissions that are selected as Selection of the Jury prize winners, this confidentiality obligation is ongoing and any disclosure of the applicable Submission will be subject to the terms of the assignment agreement entered into in

accordance with article 6.1 below. For all other Submissions, this confidentiality obligation shall survive for a period of three (3) years from the end Uploading Period.

2.7 Before participation in the Contest:

- Participants must read these Rules carefully and accept these Rules in their entirety.
- Participants undertake to abide by the provisions of these Rules and acknowledge that in case of breach of the Rules, their participation in the Contest and/or the prize granting shall be deemed as void.

2.8 Submissions that do not comply with the criteria defined in these Rules shall be deemed as void.

3. SUBMISSION GUIDELINES

Without prejudice to the formats of Submissions defined in article 2.1 above, Submission guidelines as prescribed are defined hereafter:

3.1 Submissions must comply with the guidelines stated in the brief available on the Eyeka Website:

CONTEST NAME

Gerber Life Grow Up[®] Plan

FULL BRIEF

TITLE

Help Gerber Life tell the story of how child life insurance protects a child's future.

CONTEXT

Gerber Life Insurance, an affiliate of Gerber Products, the baby food company, provides whole life insurance for children – The Gerber Life Grow-Up[®] Plan. It provides financial protection, builds cash value and guarantees life insurance coverage for a lifetime. *Most American parents know Gerber Baby Food helps children build a nutritional foundation for the future, but few realize that Gerber Life helps children build a sound financial future as well.*

Most people associate life insurance with death, and the need to protect a family when the key breadwinner can no longer do so. When it comes to child life insurance, many parents either don't understand how it could be relevant for a child with no earning power, or they simply can't bear to think of the unthinkable, let alone financially benefit from such a tragedy.

But the "death benefit" isn't the primary reason for buying child life insurance. The real story, is that it's an accessible and affordable way for young parents to help their children start saving, to better protect them throughout their life. It's a kind of "nest egg" for whatever life brings. This financial protection is especially important for people growing up in the US market which has a minimal welfare state provisions.

Most child life insurance buyers, purchase the Gerber Life Grow-Up[®] Plan before the child reaches 2 years old. When the child reaches adulthood, at 21, he becomes the policyholder. He can either, close his account and collect the money that has accumulated. Or, better yet, he can keep the policy and have life insurance for his entire life and continue to accumulate cash value.

Gerber Life Grow-Up Plan[®] Plan guarantees that every policy holder will be insured for

his whole life, regardless of any health or medical conditions, or a hazardous occupation. It's easy to sign up for: it takes 3 minutes to fill in the form to get a quote.

Unlike older generations who learned about insurance products from traditional media channels like TV or direct mail, Millennial moms tend to zap those channels in favor of digital, including mobile.

Gerber Life wants to communicate how Gerber Life Grow-Up® Plan helps parents protect their child's future in an authentic, simple and emotional way. Can you help?

CREATIVE CHALLENGE

In a poster with a headline and a body copy, convince Millennial moms that the Gerber Life Grow-Up® Plan is a smart, sensible, and loving way to improve their child's life potential.

We'd like to challenge you to come up with a completely new way to talk about child life insurance. Millennial moms aspire to give their children a head start or nest egg, to protect and support them at key milestones throughout life, but many don't know how to make it happen. Your poster should convince Millennial moms that buying Gerber Life Grow-Up® Plan will help their child financially, and give him or her a better future.

Start by thinking about a Millennial mom, her hectic & connected lifestyle, her values, her attitude towards life... Imagine her telling you she wants a brighter future for her children, that she wishes she could set aside money for her child when he grows up, and that child life insurance isn't relevant for her. How can you convince her that it truly protects her child throughout his or her lifetime?

Your idea will serve as inspiration for a cross channel communications campaign including Gerber Life's website, direct mail, social media and online advertising.

Visualize your idea in a poster with a strong headline, and answer these questions on a separate page:

- 1. What is your idea?*
- 2. Why does it drive a change in perception about child life insurance for Millennial moms?*

TIPS

Think about the audience, instead of the insurance advertisement you have seen before. We don't want to see plain visuals of families looking towards the sky, and certainly not images implying the loss of a child. Gerber Life is a trusted company, who speaks with an authentic, confident, and encouraging tone. It also aspires to make the choice of child life insurance a simple, hassle-free one. Stay away from clichés!

Bad Tips

In the past Gerber has communicated on the affordable cost of the Grow-Up® Plan with a "For just pennies a day" approach. The cost of child life insurance is still a barrier for some parents, but Gerber is keen to change the way it communicates going forward, so please

avoid going down the same “for just pennies a day” approach.

Gerber Life has a dedicated College Plan, which is different than the Grow-Up Plan, so visuals of babies / toddlers with a graduation cap & gown or a diploma will be rejected.

FORMAT

Poster with headline + answers to the questions (3 pages max)

WINNING CRITERIA

The winning entries need to speak to Millennial moms about the LIFE benefits of child life insurance. We are looking for ideas that have the power to change mom’s perception about the product.

GUIDELINES

Specific guidelines for this Contest

- You can find more information about Gerber Life Grow-Up[®] Plan [here](#)
- Please don’t talk about death
- Make insurance less complicated and easy to understand by avoiding legal terms
- Millennial moms are in a very hectic life stage. Keep the story real, and simple.
- Gerber Baby Products and Gerber Life are two different companies. Please don’t mix them together in your idea. Aside from the logo and their trusted reputation, Gerber Life and Gerber Baby Food do not share any communication material. Any entries on Gerber Baby Food will be rejected.
- You can download Gerber’s logo in the *creative toolkit*
- You can use stock images but try to select characters who look real and authentic; nothing too “fake”, perfect or “staged”.
- The primary target audience are parents with newborns to 2 years old kids, so please keep this in mind from a creative & visual perspective.
- This product is meant for middle class families who don’t have easy access to, or knowledge about, sophisticated savings plans & financial investments.
- The Grow-Up[®] Plan can provide a financial benefit that can be used (money in the future), but from a regulatory perspective, it cannot be referred to as a savings or investment account, so please do not use this terminology.

3.2 Participants undertake not to upload Submission, of any kind or any nature:

- which is an infringement of an intellectual property right, an unfair competition/passing off;
- which constitutes justification of crimes against humanity or war crimes, Nazism, justification of other crimes, offences or fines, a denial of the existence of crimes against humanity or known acts of genocide; a violation of human dignity;
- which encourages to commit offences or crimes of any kind whatsoever including terrorist acts;
- which is violent or pornographic, pedophilic or likely to violate anyone’s sexual integrity;
- which constitutes justification of crimes against animal welfare or encourages to commit offences or any kind of action against animal integrity and animal welfare;
- which is a breach of public order or decency;
- which is defamatory, libelous, or insulting of or to any individual or legal entity;
- which is racist, xenophobic, a denial of Holocaust or likely to damage anyone’s reputation, which provokes or condones discrimination, hatred or violence vis-à-vis an individual or group of individuals on account of their origin, sex, family situation, physical appearance, family name, health, disability, genetic characteristics, morals,

- actual or assumed sexual tendencies, age, political opinions, union activities, actual or assumed adherence to an ethnic group, nation, race or religion;
- which is an invasion of privacy or which breaches privacy or any right of publicity, be it personality rights or otherwise;
- which contains any virus, worm, Trojan horse or any computer file or program that is liable to interrupt, totally or partially destroy or restrict the functions of any computer or IT network that has any (distant or close) relation with Eyeka's or the Company's activities;
- which threatens a person or people;
- which breaches confidentiality of private correspondence;
- which allows a third party to acquire, directly or indirectly, pirated software, software that allows acts of piracy and intrusion into computer systems and telecommunications, viruses and other logic bombs and generally any software or other tool which allows to infringe the rights of others and to endanger the safety of persons and property; ; and/or
- which otherwise breaches or is contrary to applicable laws and regulations

(hereafter referred to as "Prohibited Content").

Participants must abide by all the terms and provisions regarding the Submissions and the Contest available on Eyeka's Website.

When transmitting source elements (music, text, images) integrated into the Submissions, the participants must specify the source of these elements in the description for their Submissions. Submissions must only be illustrated with elements free of any third party rights for which the use is compatible with the conditions, including terms of use, described in these Rules.

Eyeka reserves the right to disqualify and/or delete any Submission found to infringe any of these Rules.

3.3 In the event that intellectual property protected elements, including, trademarks, logos, tradenames, slogans, ("Trademarks") are made available by the Company and/or Eyeka to participants in order to participate in the Contest, the participants are granted a royalty-free, non-exclusive, limited license to use such intellectual property rights for the sole purpose of creating Submissions for the Contest. The participants shall not use or display any Trademarks in a manner, which is disparaging or detrimental to Eyeka's or the Company's interest. The participants acknowledge that the Trademarks shall be used strictly in the manner that they are provided and no modification is permitted except for reasonable trimming and cropping them to fit the Submissions. The participants acknowledge and agree that the right to use the Trademarks shall be limited to the creation of the Submissions for the purpose of participating in the Contest on the Eyeka Website. Unless expressly provided, nothing herein shall be deemed to confer on any participant any right to use any Trademarks in any other form, manner or for any other purposes including reproduction or communication of such Submissions.

3.4 Participants must retain a quality copy of the submitted Submissions, such as H.D. or not compressed, in order to enable the use of the Submissions pursuant to the conditions of use defined in these Rules.

3.5 The Company may request that the author of a Submission designated as winner makes modifications to the Submission should it become necessary for any use of the Submission provided under these Rules. However, only modifications to the Submission considered non-material and in line with participant's moral rights under copyright (if applicable) may be requested. The Company reserves the right to refrain from designating a winner, prize and/or making a payment until the requested modifications have been made. In the case of refusal by the winning participant to adapt his/her Submission, another winner may be designated.

4. SELECTION OF THE WINNERS

4.1 Number of eligible Submissions

Jury's Prize:

Three (3) winning entries will be selected by a panel of employees of the Company (hereafter referred to as the "Jury") with the technical and artistic skills to select the winners in accordance to the guidelines defined in these Rules.

The Jury's decisions are final and there is no appeal.

Submissions designated as winners of the First Prize to Third Prize of the Jury's Prizes are designated hereinafter as "Selection of the Jury". The winners whose Submissions are selected as Selection of the Jury undertake to comply with article 5 and to assign their rights in these Submissions to the Company under the conditions set forth in article 6.1 before being officially declared as winners.

4.2 Winning Submissions will be selected by the Jury pursuant to the following criteria:

- Quality of execution.
- Narration
- Relevance to the brief.
- Originality.

4.3 The Contest is a talent and skill based contest. Chance plays no part in determining the winners.

4.4 One winner may be selected as winner of several prizes and be awarded the cumulative amounts of several prizes.

4.5 Winners will be notified by Eyeka acting on behalf of the Company and on its name no later than six (6) weeks after the end of Uploading Period by email, to the email address provided during registration on the Eyeka Website. The list of winners will be posted on the page of the Contest.

Should a winner not reply to the aforementioned email within seven (7) days at the latest, the Company shall be entitled to appoint another winner and to grant the prize to this other winner or to declare the prize vacant.

4.6 Eyeka shall be entitled to extend the Uploading Period or declare the Contest as void if fewer than twenty (20) Submissions respecting the criteria described in these Rules have been submitted at the end of the Uploading Period. The requirement for at least twenty (20) Submissions is justified by the need for the judges to have enough works to select winner(s) on a fair basis.

5. PRIZES

5.1 Prizes awarded to Selection of the Jury

5.1.1 Assignment of intellectual property rights

In consideration for granting the intellectual property rights under article 6.1 of the Rules, and subject to article 6.4 of the Rules, the winners designated as Selection of the Jury will receive the following prizes:

First Prize:

A global, one time and definitive lump sum of a net amount equal to € 3.000.

Second Prize:

A global, one time and definitive lump sum of a net amount equal to € 1.500.

Third Prize:

A global, one time and definitive lump sum of a net amount equal to € 500.

In the event the Jury selects additional Prizes, each participant whose Submission is selected as such will receive a global, one time and definitive lump sum of € 500.

5.1.2

The participants acknowledge that the aforementioned amounts are the total amounts payable for the assignment of the intellectual property rights under article 6.1 and as prizes as awarded to Contest winners based on the criteria under articles 3 and 4.

The participants for whom the Submission(s) is/are designated winner(s) of the Selection of the Jury acknowledge that the aforementioned payment constitutes payment for the assignment of intellectual property rights attached to said Submissions. As such, the winners accept all national insurance and tax consequences connected to copyrighted products including any obligation to declare such payment to the participant's tax authorities and to pay any applicable tax.

The indicated amounts are net of any contributions due pursuant to any mandatory withholding of tax or any social security charge at applicable rates in the relevant jurisdiction, where and to the extent applicable. The winners for whom the Submission(s) are designated as Selection of the Jury winners acknowledge that Eyeka and/or the Company will take care of any administrative formalities and necessary social security and tax declarations related to the payment of the assignment price for the aforementioned rights (where applicable).

5.2 The aforementioned amounts will be paid out by Eyeka acting on behalf of the Company and in its name, to the Payoneer account of the winners and via the Eyeka account used to upload the Submissions no later than twelve (12) weeks after the selection of the winners by the Company and under the condition, for Selection of the Jury winners, that the assignment agreement mentioned in article 6.1 has been returned to Eyeka initialed and signed by the author in accordance with article 6.4. The winners are responsible for the payment of all fees, taxes and other expenses related to the prizes.

6. USE OF THE SUBMISSIONS SELECTED AS SELECTION OF THE JURY

6.1 By participating in the Contest, participants authorize the Company and its affiliates to exclusively use his or her Submission(s) under the conditions set forth in article 7 hereafter. Moreover, winners whose Submissions are selected as Selection of the Jury undertake to assign to the Company or its affiliates the intellectual property rights in these Submissions in order to enable their use by the Company. To that end, an intellectual property rights agreement / work made for hire agreement (hereinafter referred to as "Assignment Agreement") will be sent by email in an unalterable pdf version to the winners of Selection of the Jury no later than six (6) weeks after the end of Uploading Period and will be signed between each one of these winners. Upon execution, this Assignment Agreement shall replace the authorization of use stipulated in article 7 hereafter. The rights granted by the winners of the Selection of the Jury will be assigned on a

worldwide basis and for the legal duration of protection of the assigned rights as established in the Assignment Agreement. Each of the winners of Selection of the Jury undertakes at the request of Eyeka or the Company to do all acts and execute all documents, in addition to the foregoing Assignment Agreement itself, which may be necessary to confer and/or confirm the title and ownership by the Company in and to the intellectual property rights in the respective Selection of the Jury Submissions.

6.2 Those participants designated as Selection of the Jury authorize the Company to produce and market objects, works, products and services premised upon the ideas, themes and/or concepts developed in those Submissions that were elected winners or which arise there from even if these ideas, themes and/or concepts were the subject of an investment or result from the maker's specific know-how. The participants hereby grant the Company the rights mentioned above pursuant to the Assignment Agreement which sets forth, among other things, the rights mentioned above in its general terms and conditions.

6.3 A template of the Assignment Agreement is attached to these Rules.

6.4 The provision of the lump sum under article 5.1.1 is subject to (a) the winner of Selection of the Jury first sending Eyeka two signed and initialed original copies of the appended Assignment Agreement and (b) the winner first returning to Eyeka the Submission master in the format and fixing medium as indicated by Eyeka.

6.5 If a winner fails to return the two initialed and signed original copies of the Assignment Agreement and the above mentioned master within seven (7) days following receipt of the notification of selection sent by Eyeka by email or is found not to be eligible or not in compliance with the warranties or conditions contained in these Rules (including their appendix), this may result in disqualification and an alternate winner may be selected at the Company's own discretion.

6.6 This article 6 shall survive expiration or termination of these Rules for any reason for the duration of protection of rights stipulated above in article 6.1.

7. USE OF ALL ACCEPTED SUBMISSIONS

7.1 Solely by their participation in the Contest, participants expressly authorize the Company and its affiliates, without further consideration, including but not limited to, to reproduce, represent, broadcast, print, communicate and transmit the Submissions, in whole or in part, to edit and modify them as reasonably required and to make them available to the public, the right to make or to cause the making of originals and copies of the Submission, for the following uses: (i) broadcasting on internet networks including on the Company's websites and through the Company's pages on social media websites; as well as for external communications, public relations, and corporate communications, hereafter referred to as "**Communication Use**". Communication Use must be for communication purposes only and is limited to the presentation and/or promotion of the Contest ; (ii) use (internal use and communication to third parties) of the Submissions for market research activities, research and development of products and services offered or contemplated by the Company which include, but are not limited to, the analysis of the Submissions, the analysis of ideas and concepts embodied in the Submissions, the generation of insights, establishing and/or using consumer panels to assess reactions to the Submissions and to ideas and concepts embodied in the Submissions, with no number limitation, the right to print on documentation used internally and externally for the analysis of the Submissions, hereafter referred to as "**Analysis Use**".

This authorization includes the right to associate the Submissions with the Company's activities, products and services. This authorization takes effect upon acceptance of these Rules by participants and is granted on a non-exclusive and worldwide basis and will last for one (1) year from the end of the Contest for Communication Use and for the legal duration of protection of the intellectual property rights upon the Submissions for Analysis Use.

7.2 Moreover, participants authorize the Company to produce and market objects, products and services premised upon the ideas, themes and/or concepts developed in those Submissions or which arise there from even if these ideas, themes and/or concepts were the subject of an investment or result from the maker's specific know-how. To that end, participants authorize and agree not to oppose any re-use of the ideas, themes or concepts contained in their Submissions by the Company, its partners and clients, for research and development purposes in order to elaborate, manufacture, distribute, market and sell any objects, products or services and, more generally, for any use whatsoever in the general course of business. This authorization is granted for no valuable consideration and with no time nor territorial limitation.

7.3 Subject to the rights granted in articles 7.1, 7.2 and 7.3 as well as the assignment provided for under article 6 for the Submissions selected as Selection of the Jury, the participants retain the entirety of the intellectual property rights arising out of the Submissions. As such, the Company shall obtain express authorization from the participants in the event that it wishes to utilize the Submissions for any purpose not described at article 7. The Company shall contact such participants in order to execute licensing agreements or assignment agreements concerning the intellectual property rights in the event that it wishes to exploit the Submissions, for example, in order to exploit certain components comprising the form of the Submission, which due to their composition or originality, may be protected by an intellectual property right such as (assuming that in each particular case, the criteria to be protected by intellectual property rights has been fulfilled) logos, characters, texts, designs, plans, drawings, images, photographs, shapes, format, materialization, or visual organization of the Submissions. The participant agrees at the request of the Company to execute the assignment or licensing of the above-mentioned intellectual property rights for the benefit of the Company for the guaranteed price of 500 EUR.

7.4 Notwithstanding article 7.4, participants covenant not to publish, disclose, make publicly available or use in any way, including in another contest, their Submission during the Contest, *i.e.* the Uploading Period up to the signature of the appended Assignment Agreement by the winners.

7.5 The Company shall have no obligation to use the Submissions in spite of the provisions of articles 6 or 7.

7.6 The terms of this article 7 apply subject to and without prejudice to those of the preceding article 6.

7.7 This article 7 shall survive expiration or termination of these Rules for any reason for the duration set forth above in article 7 subject to and without prejudice to the signature of any assignment or license agreement as per the terms of article 7.4 above.

8. DECLARATION

Participants acknowledge and agree that (1) the Company has constant access to several sources of works, concepts, ideas, innovation and more generally creative materials of any kind whatsoever, that are developed either internally by its own employees or externally by other sources prior to the Contest and afterwards; (2) if their Submission includes an idea or suggestion, the Company, its affiliates or a company or a third party acting on its/their behalf may have previously worked on, may be working on or may in the future work on the same or a similar idea (a 'Similar Idea') and that for reasons of confidentiality, the Company shall be under no obligation to give the participant any information relating to any Similar Idea; (3) that the Company shall not be liable for any claims, costs, expenses, losses, damages or demands whatsoever suffered or incurred by the participant relating to their Submission or any Similar Idea; (4) the Company may continue to develop and initiate the development of any Similar Idea or suggestion independently of, and without acknowledging, the participant's idea or suggestion.

9. WARRANTIES AND INDEMNITIES

The following warranties and indemnities shall be applicable without prejudice to those warranties enumerated in article 3.2 above regarding Prohibited Content:

- All participants shall indemnify and hold Eyeka and the Company harmless against any disturbance, action, claim, demand, opposition, liability, loss, damage, cost or expense incurred or suffered by Eyeka and/or the Company in relation to: (1) any breach of these Rules by the participant; (2) any threat, claim, action, demand or proceeding by a third party that the participant's Submission (or use of the participant's Submission by the Company in accordance with the Rules) infringes, or may infringe, the rights, including intellectual property rights, of a third party; or (3) their participation in the Contest and receipt of any prizes.
- Participants who assign to the Company the rights in their Submission pursuant to these Rules and appended assignment agreement warrant that the Company shall quietly enjoy and exercise all of the rights attached to their Submissions. Participants warrant that they have not granted or assigned any right of any nature in the Intellectual Property included in the Submissions to any third party whatsoever.
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- Participants represent and warrant that their Submission, including all of its elements (music, photographs, trademarks, etc.), is original and does not infringe any third party's rights (including intellectual property rights).
- All participants warrant that they have obtained written permission from each of the authors who have contributed to their Submission, all of the people included or represented in the Submissions, all artists having performed an artistic, musical or dramatic performance reproduced in their Submission, and any person having supplied/created any other content present in the Submissions, in order to use that person's content or contribution in the Submission for the purpose of the Contest and in accordance with these Rules (including the appendix) and allowing the Company to use and exploit the Submissions as envisaged under these Rules without the Company or Eyeka having to pay such people any monies/fees/royalties. The participants irrevocably undertake to provide the Company and Eyeka at any time, at their request, with written proof or a copy of all written documents confirming such authorizations.
- In addition, all participants must ensure that each person involved in creating any part of their Submission: (1) to the extent permitted by applicable law, unconditionally and irrevocably waives any and all moral rights they have in each copyright work or such other subject matter comprised in the Submission; and (2) consents to the Company and Eyeka doing or failing to do any act in relation to their Submission that may otherwise infringe their moral rights in the Submission. Such acts include doing all acts and omissions comprised in the copyright in the Submission, altering or deleting from the Submission, using the Submission in any way (including any use of the Submission which does not identify the participant or any contributors as the author(s) of the Submission), and using the Submission in any way that may falsely attribute authorship of the Submission to the Company and/or Eyeka.
- All participants warrant that they are the sole proprietor of the intellectual property rights in their Submission. In the event the participants are not the sole proprietor of the aforementioned rights, the participants irrevocably warrant to the Company and Eyeka that, before making the Submissions available, they have obtained all of the authorizations, licenses and rights required to grant the authorizations, licenses and assignments stipulated in these Rules, in writing from all proprietors of intellectual property rights in their Submissions and/or from the copyright collecting societies representing such proprietors allowing the participants to grant such rights under

these Rules (including the appendix) and allowing the Company to use and exploit the Submissions as envisaged under these Rules without the Company or Eyeka having to pay such people any monies/fees/royalties. In this respect, the participants irrevocably undertake to provide the Company and Eyeka at any time, at their request, with written proof or a copy of all written documents confirming such authorizations, licenses and grants of rights.

Subject to the terms of article 6 above, this article 9 shall survive expiration or termination of these Rules for any reason for the duration set forth in article 7 completed by the duration of statute of limitations as applying to the rights and obligations of the parties hereto or third parties the subject of the clause in question.

10. INTEGRITY OF THE CONTEST

Participation in the Contest shall be limited to a single Eyeka personal account for each participant (natural person or legal entity). The creation of multiple user accounts on Eyeka's website by one individual, participating with several e-mail addresses or through the use of a third party's e-mail is strictly prohibited.

Eyeka reserves the right to cancel, shorten and/or suspend the Contest, in its sole discretion, if any fraud, including technical fraud, impairs the integrity of the Contest. In this case, the Company specifically reserves the right to not attribute prizes to fraudulent entries and/or to pursue the authors and conspirators thereof before the court having jurisdiction.

11. AUTHORIZATION

Winning participants authorize Eyeka and the Company to use and reproduce their name, surname and prize information in connection with the Contest, for promotional, advertising and press relation purposes, including on the Eyeka Website without further payment, on a worldwide basis and for a period of ten (10) years after the end of the Contest.

12. EVIDENTIARY VALUE

These Rules set forth the rights and obligations of the participants and are legally binding between the participant, Eyeka and the Company. Therefore, participants expressly show their agreement to the Rules by ticking the designated acceptance box. The agreement is legally binding as soon as the participant ticks the acceptance box. The parties agree that they may exchange by e-mail the information they require to perform the agreement. Any e-mails exchanged between the parties shall be deemed to have the same evidentiary value as a written hard copy document.

These Rules may be modified at any time by an amendment by the Company and notified by publishing such on-line on the Eyeka Website.

These Rules shall be deemed to remain in force for the time of implementation of the Contest and any actions linked thereto (including as the case may be, assignment of intellectual property rights as per the terms of clause 6 above and the appended assignment agreement template). Clauses 2, 3, 5, 6 (and related appendix hereto), 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall survive the Rules' term for the duration expressly set forth in the clause in question or in case no specific duration is mentioned, for the duration of statute of limitations as applying to the rights and obligations of the parties or third parties the subject of the clause in question.

13. INTELLECTUAL PROPERTY

Participation in the Contest does not constitute a right to use or acquire ownership or rights upon Eyeka's or the Company's intellectual property rights such as works, trademarks, logos, inventions.

14. PRIVACY POLICY

Pursuant to French Data Protection Act no. 78-17 of 6 January 1978 (*loi relative à l'informatique, aux fichiers et aux libertés*), modified by French Act no. 2004-801 of 6 August 2004, participants have a right to access, amend, rectify and delete his/her personal information/data. The controller of this personal information/data is Eyeka.

Participants may request action by posting a mail to EYEKA SA, at 79 rue la Boétie, 75008 Paris, France, with mention of the name of the Contest.

For the purpose of enabling the Company to exercise all of its rights under these Rules, Eyeka will disclose winners' personal information/data (including first name, last name, postal address, and date of birth) to the Company.

15. ASSIGNMENT

Eyeka and the Company and its affiliates may assign all or part of their rights and/or obligations arising under this agreement to any third party they shall so designate without having to again obtain the consent of the participant on a case-by-case basis.

The rights granted to Eyeka and/or to the Company by the participants will benefit to their affiliates, assignees and subsidiaries.

16. DISCLAIMERS AND LIMITATIONS OF LIABILITY

It should be noted that the security parameters of any exchanges are ultimately governed by the nature and limitations of the internet network being used by each party. The Company and Eyeka shall not be held liable for any loss or damage arising out of the risks inherent to any internet connection and/or any transfer of information via the internet.

In this regard, the Company and Eyeka shall not be held liable and formally renounce any liability in the event of (i) internet connectivity problems, internet congestion, any issue or problem arising from the quality of any user equipment, loss or lack of connection to internet which could have an effect on the time taken to transfer the Submissions or the total amount of time required to participate; (ii) loss or damage related to the loss of Submissions or other data sent to the Eyeka Website; to that end, each participant shall be responsible for the conservation and safeguarding of a copy of any Submission that such participant submits with regard to the Contest; (iii) contamination by any potential virus or intrusion by a third party in a participant's modem or other equipment; (iv) loss or damage arising out of any participant's connection (or failed connection) to the Eyeka Website; or (v) any indirect or direct loss or damage suffered by participants through the conceptualization and/or production of any Submission and any items such as *inter alia* computers, recording devices or photographic devices used by the participants in order to participate in the Contest.

Generally, the Company and Eyeka shall not be held liable for any instance of non-compliance of the provisions governing participant conduct set forth in these Rules or for any related loss of damage for themselves or for third parties.

By participating in this Contest, each participant hereby accepts and undertakes to be personally liable for any damages or losses brought about or endured by the participant due to the fact that such participant took part in the Contest or due to his/her receiving the prize or the use thereof.

In the event of force majeure, Eyeka reserve(s) the right to modify, shorten, prolong, postpone and/or cancel the Contest prior to the end of the participation period originally indicated. In this case, Eyeka shall notify the participants as soon as practicable on the Eyeka Website or blog.

To the extent permitted by law, Eyeka shall not be held liable for any issue, complaint, opposition, claim, or damage (i) related to the use of the Submission by the Company, (ii) related to any breach of these Rules by the Company, or (iii) related to the negotiation, completion or execution of any contract, regardless of its nature, that the Company may enter into with the participants without Eyeka being a party thereto.

The limitations of Eyeka's and the Company's liability under this clause do not apply in case of bodily harm or death caused by a negligent act or omission of Eyeka or the Company, or intentional breach of Eyeka's contractual obligations, or in case of any other harm caused by intentional or grossly negligent breach of Eyeka's contractual obligations, either by Eyeka itself or by Eyeka, the Company or their respective agents.

17. APPLICABLE LAW AND JURISDICTION

Unless otherwise provided for under applicable laws or regulations of a public policy nature, these rules are subject to laws of France and any litigation or dispute arising hereunder shall be brought before the court having jurisdiction over such matters in Paris.

INTELLECTUAL PROPERTY RIGHTS AGREEMENT WORK FOR HIRE / ASSIGNMENT

This INTELLECTUAL PROPERTY RIGHTS AGREEMENT (the “**Agreement**”) is entered by the creator of the original works described below (“**Creator**”). Creator agrees as follows:

1. For the fee of _____ and for other good and valuable consideration, the receipt and sufficiency of which Creator acknowledges, Creator will create specially commissioned original work(s) of authorship fixed in a tangible form as set forth in Schedule A to this Agreement (the “**Work**”).
2. As between Creator and the Gerber Life Insurance Company, 1311 Mamaroneck Avenue, White Plains, NY 10605 (“**Gerber**”), the Work shall belong to Gerber or its designated affiliates and all title and other ownership rights thereto shall vest in Gerber or its designated affiliates or be assigned to Gerber or its designated affiliates as provided for herein. All copyrights shall be deemed a “work for hire” under the Copyright Law of the United States and similar laws and regulations in other applicable jurisdictions. To the extent any creation is not considered a “work for hire” under the applicable copyright laws and regulations, Creator automatically assigns to Gerber or its designated affiliates all right, title, and interest thereto. Upon Gerber’s request, Creator will execute all documents reasonably deemed by Gerber to be necessary to vest in Gerber or its designated affiliates the full right, title, and interest in the Work.
3. Creator represents and warrants that it has obtained all proper rights to use any talent, property, locations, music or other creative materials not created by Creator that appear in the Work and copies of the applicable agreements and releases are attached to this Agreement. If any such agreement or release is unavailable at the time of execution of this Agreement, then Creator shall deliver it contemporaneously with delivery of the Work to Gerber. Creator agrees to defend, indemnify and hold harmless Gerber and its affiliates for any claims related to a breach of this Section 3.
4. Gerber may provide Creator with (i) sample release forms or other sample agreements for Creator’s consideration, and/or (ii) input and feedback regarding any releases or other forms utilized by Creator. Creator acknowledges and agrees that any such actions by Gerber are being performed for Creator’s convenience only and shall not have the effect of waiving, releasing, or diminishing any of Creator’s representations, warranties, obligations, and liabilities in or from this Agreement. Creator further acknowledges and agrees that it is solely responsible for any forms and agreements it utilizes in the performance of this Agreement, regardless of whether such forms or agreements have been provided by Gerber.
5. Creator’s name will not appear in connection with the Work in print or otherwise. Creator irrevocably waives, releases and discharges Gerber and its affiliates from any and all claims of infringement of “moral rights”, including without limitation any and all claims for libel, defamation, or invasion of privacy, publicity or personality or similar matters, all rights under common law, the Lanham Act, and any and all claims for royalties or compensation other than as may be expressly provided in a written agreement between Creator and Gerber.
6. Creator is an independent contractor and not an agent, partner, joint venture, or employee of Gerber and nothing in this Agreement shall create any employee/employer, partnership, or joint venture relationship between Gerber and Creator or its employees. Creator shall defend, indemnify and hold harmless Gerber and its affiliates from any and all claims, demands, actions, losses, liabilities, or expenses arising from any assertion or finding to the contrary, to the extent such assertion or finding is attributable to the acts of Creator. Creator shall be solely responsible for paying its federal, state, local and foreign income taxes. Creator and its employees will not be entitled to participate in any welfare or retirement benefit plans offered by Gerber to its employees. Creator assumes full responsibility for its employees providing Work hereunder, and will make all deductions for social security, withholding taxes, contributions for unemployment compensation funds, and shall maintain worker’s compensation and

liability insurance for each such person. Creator or its employees will not have any authority to bind or commit Gerber to any obligation or agreement, or act as the agent of Gerber in any respect.

7. Creator represents and warrants that: (a) he/she has the right to transfer title in the Work to Gerber, (b) the Work will not violate any laws, regulations or ordinances, or the rights (including without limitation intellectual property rights) of any third party and (c) he/she has the full power and authority to grant all of the rights conveyed to Gerber in this Agreement.

8. Creator shall defend, indemnify and hold harmless Gerber and its affiliates from and against any and all damages, losses or expenses of whatever kind (including attorneys' fees and court costs) arising out of or resulting from any third party claim, suit, action or proceeding arising out of or resulting from Creator's breach or alleged breach of any representation, warranty, or other obligation of Creator under this Agreement, in each case, except to the extent arising out of Gerber's negligent acts or omissions.

9. This Agreement contains all of the understandings and representations relating to the subject matter hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. No modifications of this Agreement or any of its terms shall be effective unless in writing signed by the duly authorized representatives of Gerber and Creator. This Agreement shall be binding upon Creator's heirs, executors, administrators, successors and assigns. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, notwithstanding its conflict of laws principles.

AGREED AND ACCEPTED:
CREATOR

Signature

Address

Printed Name

City, State, Zip

Title

Phone

Date

**SCHEDULE A
TO INTELLECTUAL PROPERTY RIGHTS AGREEMENT
WORK FOR HIRE / ASSIGNMENT**

[INSERT DETAILS OF WINNING PROJECT]