

## CONTEST RULES

« #armstrongVineAwards »

Organized by armstrong Agency

Sunday, January 24, 2016 from 12 am to 11.59 pm  
(All Time Zones included)

### ▪ ARTICLE 1 - OBJECT

The armstrong Agency, hereinafter referred to as « organizing company », armstrong SAS company, headquartered at 39 avenue Pierre 1er de Serbie, 75 008 PARIS, is organizing a video competition « # armstrongVineAwards » (hereinafter « Contest ») on Sunday, January 24, 2016 from 12 am to 11.59 pm (All Time Zones included)

### ▪ 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 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 video competition on Sunday, January 24, 2016 from 12 am to 11.59 pm (All Time Zones included). Vines posted prior to this date are not eligible.**

To play, the participant must:

- **Be equipped with a Smartphone** (iOS / Android / Windows Phone / BlackBerry OS)
- **Download the free Vine app** (on iTunes, AppWorld, Marketplace or Android market). To download the Vine application, the Participant must accept the terms of this application.
- **Connect to Vine**
- **Select the category where the Participant wants to compete in:**
  1. #BestArt
  2. #BestComedy
  3. #BestAnimation
  4. #BestIllusion

5. #BestMusic
6. #BestSeries
7. #MashableRemix

**A vine can only be posted in one category at a time.**

- **Make a video** of 6 seconds mentioning #armstrongVineAwards and:
  - #BestArt + @Noah.Kalina  
or
  - #BestComedy + @NickGallo  
or
  - #BestAnimation + @yelldesign  
or
  - #BestIllusion + @Corypoppins  
or
  - #BestMusic + @MarksRecords  
or
  - #BestSeries + @JohnnyMcHone  
+ #nameoftheseriesEp1 (Relating to the name of the series and the number of the episode)
  - #MashableRemix + @Mashable (represented by Jeff Petriello)
  
- **Share the video on Vine**

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 @(jury member Vine account), #armstrongVineAwards and the associated category (eg #BestArt) in the legend of the publication cannot be validated and will result in the disqualification of the Participant.

As for the category #BestSeries: it is necessary to post a minimum of three (3) vines, and a maximum of ten (10) vines, clearly identified via one additional hashtag, for example #nameoftheseriesEp1 (Relating to the name of the series and the number of the episode).

The Participant must ensure that access to his/her video(s) is not limited to his/her friends and is visible by all users to enable the organizing company to have access to his/her 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 jury members:

- **Noah Kalina** the #BestArt Category
- **Nick Gallo** for the #BestComedy Category
- **Matt Willis** for the #BestAnimation Category
- **Cory Marsh** for the #BestIllusion Category
- **Mark Flesch** for the #BestMusic Category
- **Johnny McHone** for the #BestSeries Category
- **Mashable** for the #MashableRemix Category

Each jury member will deliberate for seven days in each category. Furthermore, each jury member will select five videos and suggest one Best Video Grand Prize. The jury members will select the video based on creativity, quality, humor, audacity, ingenuity.

Results will be announced on January 29, 2016 at 8 pm (EST) and be published on the website of the Contest ([www.armstrongvineawards.com](http://www.armstrongvineawards.com)) and at the organizing agency's Vine account (<https://vine.co/armstrong>)

Seven (7) Participants whose videos have been selected will win:

- \$ 1,000 for #BestArt video category
- \$ 1,000 for #BestComedy video category
- \$ 1,000 for #BestAnimation video category
- \$ 1,000 for #BestIllusion video category
- \$ 1,000 for #BestMusic video category
- \$ 1,000 for #BestSeries video category
- \$ 1,000 for #MashableRemix video category

One (1) Participant whose video have been selected will win:

- \$ 3,000 for #GrandPrize all categories.

The amount will be converted if necessary according to the official exchange rate during January 29, 2016, 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 him/her 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 seven (7) category winners and the winner of the Grand Prize will first be informed privately. The winners will communicate during the week of deliberation, from February 1 to February 5 2016, their contact information (name, email address and telephone number of the Participant) to be contacted.

▪ ARTICLE 3 – PRIZES

Participants will play to win:

- \$ 1,000 for #BestArt video category
- \$ 1,000 for #BestComedy video category
- \$ 1,000 for #BestAnimation video category
- \$ 1,000 for #BestIllusion video category
- \$ 1,000 for #BestMusic video category
- \$ 1,000 for #BestSeries video category
- \$ 1,000 for #MashableRemix video category
- \$ 3,000 for #GrandPrize all categories

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 in private by the organizing company and after via e-mail or telephone.

The winners will have one (1) month from receipt of the e-mail to claim their prize. Failing that, they will be considered as having given up the endowment, and the second row winners will be contacted.

▪ 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 people wishing to enter the Contest. The winners expressly authorize the organizing company and its partners to reproduce and to publish, free of charge, the information documents related to the Contest and their identity – that is, the initials of their name, their first and family names as well as their place of residence 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" armstrong SAS company, headquartered at 39 avenue Pierre 1er de Serbie, 75 008 PARIS in all territories and for a period of three (3) years, its intellectual property related to the proprietary nature of videos taken for the purposes of the Contest, and the right for the organizing company to use, modify, reproduce, publish, represent the video posted by the winners 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 and on mobile phone networks. The Participant declares being free of obligation towards any third party blocking the use and/or publication of his/her video posted during the competition.

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 at any time.

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 reserve 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 Agency, 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 the Vine app.
- 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.

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

The social network Vine, its website, mobile site and mobile application are published and operated by Vine Labs, 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.

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 the 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, armstrong SAS company, headquartered at 39 avenue Pierre 1er de Serbie, 75 008 PARIS. The Data process is registered in CNIL under the statements n° 1 283 914 and 1 283 915 « organizing company », armstrong SAS company, headquartered at 39 avenue Pierre 1er de Serbie, 75 008 PARIS. If the participant decides to withdraw before the end of the Contest, his/her 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 THOMAZON 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 », armstrong SAS company, headquartered at 39 avenue Pierre 1<sup>er</sup> de Serbie, 75 008 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.