

## Terms and conditions for participating in the call

**"Nespresso Talents 2019"** is a call for videos from Userfarm London Ltd with registered office in 8 Devonshire Square EC2M 4PL London, and its parent company Userfarm Italia S.r.l., with registered office in 00175 Rome, via Quinto Pubblico n. 90, fiscal code and VAT N. 13609931004, on behalf of Nespresso SA, Avenue de Rhodane 40, 107 Lausanne, Switzerland (hereinafter the "Company") and is hosted on the website [www.userfarm.com](http://www.userfarm.com) (hereinafter the "Website") and [www.nespresso.com/talents](http://www.nespresso.com/talents) **from 07.02.2019 till 25.03.2019** (deadline for submission).

### 1. General Guidelines for participating to the call

1.1 In order to participate in this call, it is necessary to first register on the Website and to be over eighteen years old.

The user may register on the Website by filling in the data form, after having read and accepted the legal notes of the Website (hereinafter the "Agreement") and these terms and conditions for participating in this call (hereinafter "Terms and Conditions"). The information inserted must be true and correct and will be retrieved and processed in terms of the Privacy Policy published on the Website.

1.2 One registration will be accepted per e-mail address. Once the registration has been made, the user will receive an e-mail confirming registration to the Website, at the e-mail address provided in the registration form. Once registered, the user will be able to take part in the call by uploading one or more Videos (hereinafter the "Videos").

1.3 With respect to instructions on the content of the Video, the editorial content and the technical specifications, as well as with timing and selection process, please also refer to the brief available on the relevant webpage, that forms part of these Terms and Conditions and that participants declare to know and comply with.

1.4 For the purpose of this call and its promotion, user grants to the Company free, irrevocable, non-exclusive and transferable license to use, reproduce, amend, adapt, publish, distribute, execute and view the uploaded video (wholly or partially) on [www.userfarm.com](http://www.userfarm.com) and/or other media channels (including but not limited to Facebook, Youtube, Google +, Twitter), web and mobile platform(s) of Nespresso as better described at the following art. 4.

### 2. Approval and timing

All the Videos uploaded will be reviewed by the Website editorial staff, who will make a preliminary assessment on whether they are suitable for publication and compliant with the guidelines outlined in the brief. The editorial staff undertakes to examine and approve the proposed Videos within a reasonable time. Every step involved in the management of the Video (approval, rejection, suggestion for modifications, in case the Video is deemed suitable but is lacking in form or content) shall be notified to the user by e-mail or by other means of contact provided upon registration to the Website.

An international jury appointed by Nespresso will choose a shortlist of 15 videos for the International Selection. These 15 Videos will be visible and available from April 23, 2019 until May 16, 2019 on Nespresso's web media and social channels and platforms (including [Nespresso.com/talents](http://Nespresso.com/talents)).

Simultaneously, local juries appointed by Nespresso will also choose shortlists of 10 Videos submitted by users from the following countries for the National Selections: USA, Romania, Mexico, Belgium, UK & Ireland, Spain, France and Czech Republic.

For USA Shortlist, a local jury appointed by Nespresso will choose 10 Videos that will be visible and available from **April 23, 2019** until a private event organized by Nespresso in occasion of the Tribeca Film Festival 2019 (April 2019, date TBC) on dedicated Nespresso's web media and social channels and platforms (including dedicated sections of [Nespresso.com/talents](http://Nespresso.com/talents)).

For UK & Ireland Shortlist, local juries appointed by Nespresso will choose 10 Videos that will be visible and available from April 23, 2019 until May 16, 2019 on dedicated Nespresso's web media and social channels and platforms (including dedicated sections of [Nespresso.com/talents](http://Nespresso.com/talents)).

For France Shortlist, local juries appointed by Nespresso will choose 10 Videos that will be visible and available from April 23, 2019 until May 16, 2019 on dedicated Nespresso's web media and social channels and platforms (including dedicated sections of [Nespresso.com/talents](http://Nespresso.com/talents)).

For the Czech Republic Shortlist, a local jury appointed by Nespresso will choose 10 Videos that will be visible and available from April 23, 2019 until Karlovy Vary Festival 2019 (July 2019, date to be confirmed) on dedicated Nespresso's web media and social channels and platforms (including dedicated sections of [Nespresso.com/talents](http://Nespresso.com/talents)).

For the Romania Shortlist, a local jury appointed by Nespresso will choose 10 Videos that will be visible and available from April 23, 2019 until Transylvania Film Festival 2019 (April 2019, date TBC) on dedicated Nespresso's web media and social channels and platforms (including dedicated sections of [Nespresso.com/talents](http://Nespresso.com/talents)).

For the Mexico Shortlist, a local jury appointed by Nespresso will choose 10 Videos that will be visible and available from April 23, 2019 until May 16, 2019 on dedicated Nespresso's web media and social channels and platforms (including dedicated sections of [Nespresso.com/talents](http://Nespresso.com/talents)).

For the Spain Shortlist, a local jury appointed by Nespresso will choose 10 Videos that will be visible and available from April 23, 2019 until May 16, 2019 on dedicated Nespresso's web media and social channels and platforms (including dedicated sections of [Nespresso.com/talents](http://Nespresso.com/talents)).

For the Belgium Shortlist, a local jury appointed by Nespresso will choose 10 Videos that will be visible and available from April 23, 2019 until May 16, 2019 on dedicated Nespresso's web media and social channels and platforms (including dedicated sections of Nespresso.com/talents).

Final selection of International Videos, in accordance with section 3 below, will be firstly announced on May 17, 2019 during a private event organized by Nespresso on the occasion of the Cannes Film Festival 2019.

Final selection of USA Videos, in accordance with section 3 below, will be firstly announced during a private event organized by Nespresso in occasion of the Tribeca Film Festival 2019 (April 2019, date to be confirmed).

Final selection of UK & Ireland Videos, in accordance with section 3 below, will be firstly announced during a private event organized by Nespresso in London, in April or May 2019 (date and place TBC)

Final selection of France Videos, in accordance with section 3 below, will be firstly announced on May 17, 2019 during a private event organized by Nespresso on the occasion of the Cannes Film Festival 2019.

Final selection of Czech Republic Videos, in accordance with section 3 below, will be firstly announced during a private event organized by Nespresso in occasion of the Karlovy Vary Festival 2019 (July 2019, date TBC).

Final selection of Romania Videos, in accordance with section 3 below, will be firstly announced during a private event organized by Nespresso in occasion of the Transylvania International Film Festival 2019 in May 2019 (date TBC).

Final selection of Mexico Videos, in accordance with section 3 below, will be firstly announced during a private event organized by Nespresso in Mexico in April or May 2019 (date and place TBC).

Final selection of Spain Videos, in accordance with section 3 below, will be firstly announced during a private event organized by Nespresso in Spain in April or May 2019 (date and place TBC).

Final selection of Belgium Videos, in accordance with section 3 below, will be firstly announced during a private event organized by Nespresso in Belgium in April or May 2019 (date and place TBC).

### 3. Option right and consideration

3.1 During such time that the call is open, the Company shall have the right but not the obligation, to exercise vis-à-vis the payment, the right of first option on the Videos retained suitable and in line with the brief.

3.2 The authors of Videos selected in accordance with the brief will be paid the following consideration:

- The author of the first Video selected from International Selection: **€5,000**
- The authors of the second and third Video selected from International Selection: **€2,500/per Video**
- The author of first Video selected from USA Selection: **€5,000**
- The authors of the second and third Videos selected from USA Selection: **€2,000 /per Video**
- The author of first Video selected from UK & Ireland Selection: **€2,000**
- The authors of the second and third Videos selected from UK & Ireland: **€1,000/per Video**
- The author of first Video selected from France Selection: **€2,000**
- The authors of the second and third Videos selected from France Selection: **€1,000/per Video**
- The author of first Video selected from Czech Republic Selection: **€3,000**
- The authors of the second and third Videos selected from Czech Republic Selection: **€1,000/per Video**
- The author of first Video selected from Romania Selection: **€2,000**
- The authors of the second and third Videos selected from Romania Selection: **€1,000/per Video**
- The author of first Video selected from Mexico Selection: **€2,000**
- The authors of the second and third Videos selected from Mexico Selection: **€1,000/per Video**
- The author of first Video selected from Spain Selection: **€2,000**
- The authors of the second and third Videos selected from Spain Selection: **€1,000/per Video**
- The author of first Video selected from Belgium Selection: **€2,000**
- The authors of the second and third Videos selected from Belgium Selection: **€1,000/per Video**

The three authors of the International Selection will be also **invited to Nespresso Talents private event organized by Nespresso on the occasion of the Cannes Film Festival 2019** on May 17, 2019. Nespresso will directly arrange and pay for at least travel and accommodation (*2 days / 1 night in a 4\* hotel*) costs in Cannes for the selected authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The three authors of the USA Selection will be also invited **to Nespresso Talents private event organized by Nespresso in occasion of the Tribeca Festival 2019** (date TBC). Nespresso will directly arrange and pay for at

least travel and accommodation (*2 days / 1 night in a 4\* hotel*) costs in Tribeca (New York) for the selected authors. For further information, please see US Nespresso Terms and Conditions available on Nespresso Talent website.

The author of the first selected video of the USA Selection will be also invited to **Nespresso Talents private event organized by Nespresso on the occasion of the Cannes Film Festival 2019** on May 17, 2019. Nespresso will directly arrange and pay for at least travel and accommodation (*3 days / 2 nights in a 4\* hotel*) costs in Cannes for the selected filmmaker. For further information, please see US Nespresso Terms and Conditions available on Nespresso Talent website.

The ten authors of the shortlisted Videos of the UK & Ireland Selection will be also invited to a **Nespresso Talents private event in London** (date TBC). Nespresso will directly arrange and pay for at least travel costs for the said authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The author of the first selected video of the UK & Ireland Selection will be also **invited to Nespresso Talents private event organized by Nespresso on the occasion the Cannes Film Festival 2019** on May 17, 2019. Nespresso will directly arrange and pay for at least travel and accommodation (*2 days / 1 night in a 4\* hotel*) costs in Cannes for the selected filmmaker. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The three authors of the France Selection, will be also **invited to Nespresso Talents private event organized by Nespresso on the occasion of the Cannes Film Festival 2019** on May 17, 2019. Nespresso will directly arrange and pay for at least travel and accommodation (*2 days / 1 night in a 4\* hotel*) costs in Cannes for the selected authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The three authors of the Czech Republic Selection will be also **invited to Nespresso Talents private event organized by Nespresso in occasion of the Karlovy Vary Film Festival 2019** (date TBC). Nespresso will directly arrange and pay for at least travel and accommodation (*2 days / 1 night in a 4\* hotel*) costs in Karlovy Vary for the selected authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The three authors of the Romania Selection will be also **invited to Nespresso Talents private event organized by Nespresso in occasion of the Transylvania Film Festival 2019** (date TBC). Nespresso will directly arrange and pay for at least travel and accommodation (*2 days / 1 night in a 4\* hotel*) costs for the selected authors and their guests (one per author). Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The three authors of the selected Videos of the Mexico Selection will be also invited to a **Nespresso Talents private event in Mexico** (date and place TBC). Nespresso will directly arrange and pay for at least travel costs for the said authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The three authors of the Mexico Selection will be also **invited to Nespresso Talents private event in occasion of the Morelia Film Festival 2019** (date TBC). Nespresso will directly arrange and pay for at least travel and accommodation (*2 days / 1 night in a 4\* hotel*) costs in Morelia for the selected authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The three authors of the shortlisted Videos of the Spain Selection will be also invited to a **Nespresso Talents private event in Spain** (date and place TBC). Nespresso will directly arrange and pay for at least travel costs for the said authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The three authors of the Spain Selection will be also **invited to Nespresso Talents private event in occasion the San Sebastian Film Festival 2019** (date TBC). Nespresso will directly arrange and pay for at least travel and accommodation (*2 days / 1 night in a 4\* hotel*) costs in San Sebastian for the said authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

The authors of the shortlisted Videos of the Belgium Selection will be also invited to a **Nespresso Talents private event in Belgium** (date and place TBC). Nespresso will directly arrange and pay for at least travel costs for the said authors. Individual programs will be communicated to each selected filmmaker and will follow Nespresso Travel&Expenses rules.

If a Video is selected in more than one of the categories/selections above, the consideration payable to the author of the selected video will be increased accordingly. For instance: the consideration payable to the author eligible for the International Selection whose video has been selected within (i) the first selection of said category AND (ii) within the first selection of UK & Ireland Selection category will be €7,000 (i.e. €5,000 for International Selection + €2,000 for UK & Ireland Selection).

3.3 The Company reserves the right to (i) select additional video for a consideration of Euro 1,000 per each further additional selected video; and/or (ii) select additional video to use only relevant sequences up to (10) seconds for teaser and mash-up of the best videos sequences submitted, for a consideration of Euro 100 per each video whose sequences will be used; and/or (iii) not select any Video from amongst those sent during the course of the call and the authors cannot, in any event, claim or expect any form of payment or compensation.

3.4 The call does not include any form of prize and the amount paid to the author of the Videos on any Video on which the right of first option has been exercised shall be considered solely as compensation for rights assigned by the author to Userfarm and Nespresso, as its assignee.

3.5 Payment of the consideration set forth at this article 3 is subject to the receipt from the Company of a photocopy of a valid identification document of the selected filmmaker and the releases and relative privacy notices duly undersigned by the third parties involved in the Video (PDF file), accompanied by the photocopy of a valid identification document of these subjects.

#### **4. Management of exploitation rights (on selected Videos)**

4.1 All the works which are entered into this call shall be managed in terms of the Agreement.

4.2 All exploitation rights on the selected Video shall be deemed to have been assigned to the Company, without any limitations of runs and time. These rights include but are not limited to rights of reproduction, rights to show in public, right to derive other works therefrom, transmission to the public, making Videos available to the public, distribution, alteration and translation, in every form and with any means now available or which will become available in the future and with the right to assign the said rights to Nespresso and/or its assignee(s) and/or licensee(s).

In particular, subject to payment of consideration to the author of selected Video in accordance with section 3 above, Nespresso will be entitled to, directly or through third party licensees, without any limitation as to the number of passages and territories, use and exploit each selected Video as follows:

(i) Temporarily or permanently reproduce and communicate to the public any selected Video on web and mobile platform, corporate stores, festival and conferences, Nespresso Talent Events by any means or procedure now in existence or which will in future exist;

(ii) Make any selected Video available to the public, using electronic means such as the Internet (on one or more websites, without limitation), both in streaming as well as in "download" and or any other technical means which allows use of the Video;

(iii) Distribute any selected Video, including distribution with other audiovisual material and/or press publication;

(iv) Show any selected Video in cinemas, festival, conferences and corporate store;

(v) Translate into any language the audio of each selected Video and insert sub-titles in any language;

(vi) Use any selected Video to promote and advertise the activities and products of Nespresso using any means whose use is permitted under this agreement;

(vii) Use and distribute to third parties the selected Video even in c.c. "embedded" mode, enabling such third parties to reproduce the selected Video on their own internet websites without the need of any form of prior authorisation;

(viii) Use single parts or fragments of the selected Video and re-assemble the selected Video in whole or in part, should this be felt necessary by Nespresso and/or the third party licensees in order to make better use thereof within the limitation of exploitation rights assigned to Nespresso;

(ix) Insert, in the selected Video, a distinctive mark (figure, name, or other) of Nespresso.

4.3 In the event of exercise of the option set forth at article 3 of the Terms and Conditions for participating in the call, the author of the selected Video undertakes to sign the documents and to fulfil any requirement which the Company (and/or Nespresso), at its discretion shall deem necessary in order to exercise, protect or enforce any right given by the Agreement and the Terms and Conditions for participating to the call.

By way of guarantee by the author of his/her fulfilment of the obligations pursuant to Agreement and these Terms and Conditions for participating in the call, it is understood that, in the event that the author does not sign the documents or undertake any deed requested within 14 (fourteen) days from the relative request, the Company shall have the irrevocable right to act severally and directly in the name and on behalf of the author, as attorney authorised by the latter, and such appointment shall be irrevocable.

#### **5. Limitation of Liability**

The Company does not assume any responsibility with respect to any technical malfunction of the hardware or software, interruption to the Internet connection, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted registration by users, or any other registration by users which for any reason was not received by the Company, electronic communications of any other kind which were delayed or any other technical problem linked to the registration by users and to the upload of the Videos in the course of this initiative. Likewise, the Company does not give users any guarantee of proper functioning of the Website and of the programs forming part thereof.

#### **6. Exclusions**

6.1 Videos which the Company, at its sole and unquestionable discretion, shall deem to be unsuitable for publication may be excluded or removed from the Website. Also, the Company reserves the right to prohibit access to the Website to those users who have been held liable for any illegal deed. By way of example, the Company reserves the right to exclude works which contain material which is in breach of third party rights (breach of industrial/intellectual property rights), could be considered discriminatory based on race, and/or religion and/or nationality; is violent, pornographic

or of a sexual nature; is defamatory; incites hatred; contains reference to alcohol, drugs or illegal substances; is contrary to law or contains reference to ill-treatment of animals.

6.2 Also no consideration shall be given to Videos which fall outside the theme, do not comply with the form and content required and described in detail in the brief of the call and in these Terms and Conditions. Users who use fraudulent means or means which are in breach of the normal development of the call and users who, as an example but not limited to, hinder the registration process by other users, manipulate the proper functioning of the Website or in any other way breach the Terms and Conditions, may also be excluded from taking part in the call. The Company reserves the right to proceed, as deemed opportune and in line with current laws in force, to limit and curtail any action aimed at circumventing the applicable system. Any fraud or attempted fraud shall be duly reported in terms of law.

## **7. Warranties and indemnification**

7.1 By participating to the call, each user represents and warrants with respect to the uploaded Video:

- That the Videos uploaded do not contain any material which is in breach of the rights, pleas and claims of third parties whether financial or personal;
- That they have obtained from all persons appearing and/or present on the Video or having any right on the Video all the authorizations and releases necessary in terms of these Terms and Conditions even with respect to Privacy Laws (PDF file) and that they will send to the Company this documentation together with a photocopy of their valid identification document when they will be selected and, in any case, before the reception of the agreed payment ;
- That the Videos do not contain any visual or audio material which, in terms of current laws in force, constitutes advertising material or is in any case illegal in terms of current laws or regulations;
- That they have obtained written authorisation from the parents and persons having parental authority for Videos which show minors or disabled persons, also in compliance of Privacy Laws;
- That the Videos are freely and legally exploitable in accordance with the provisions of these Terms and Conditions, that the author of the works is the only holder of the rights of use therefore, or that he/she has acquired the authorisation of all the persons having any such rights thereon, having properly fulfilled any requirement and/or satisfied any right even of a financial nature, pertaining to the persons who have any such right and/or audio/visual release for use of images, names and voices;
- That they are fully aware that any liability, including criminal liability, with respect to each work lies with the user that has uploaded the video.

7.2 Users agree to hold harmless and indemnify the Company and its third parties assignee (such as Nespresso), from claim or instituting any legal action (including reasonable legal expenses) and connected to or deriving from the use of the Videos uploaded by them or the rights assigned in accordance with the Terms and Conditions and the breach of the representations and warranties set forth at of article 7.1 above.

7.3 Users declare that they are fully aware that the participation in the call does not give rise to any inherent right or to any form of consideration.

## **8. Privacy**

Personal data collected within the scope of this initiative shall be processed in accordance with the Privacy Policy (<https://www.userfarm.com/en/privacy>). In particular, personal details of any participant whose Video is selected will be also communicated to Nespresso, which will retrieve and process the said data for the sole purpose of promoting this call and related initiatives (such as announcement of selected videos and/or invitation to festival, etc.)

## **9. Applicable law**

These terms and conditions are governed by, and construed in accordance with, the laws of the Republic of Italy and shall be interpreted accordingly.

Any dispute arising from, and in connection with, the Terms & Conditions shall be submitted to the exclusive jurisdiction of the Court of Milan.

## **10. Acceptance**

Participants in the call declare that they accept these Terms and Conditions in full and that they accept all the provisions of the Agreement to which reference is herein made as well as, for the US Selection, the US Nespresso local rules available on Nespresso Talent website.

In the event of any conflict between the provisions of these Terms and Conditions and the US Nespresso Terms and Conditions, for American filmmakers, the US Nespresso Terms and Conditions shall prevail.