

**U.S. Nespresso Talents 2019 Contest
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

CONTEST (“CONTEST”) IS OPEN TO ENTRANTS EIGHTEEN (18) YEARS OF AGE AND OLDER WHO ARE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA. CONTEST BEGINS AT 12:01 A.M. ET ON FEBRUARY 7, 2019 AND ENDS AT 6:59 P.M. ET ON MARCH 25, 2019 (“CONTEST PERIOD”). ALL TIMES IN THIS CONTEST REFER TO EASTERN TIME. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO ALL U.S. FEDERAL, STATE AND LOCAL LAWS.

SPONSOR: Nespresso USA, Inc. 111 West 33rd Street, Fifth Floor, New York, NY, 10120 (“Sponsor” or “Nespresso”).

ADMINISTRATOR: Userfarm London Ltd, 8 Devonshire Square EC2M 4PL , London , UK (“Staff” or “Administrator”).

TO ENTER: Contest Participants (each a “Participant” or “Entrant” or “Filmmaker”) must visit www.nespresso.com/talents (“Web Site”) no later than 6:59 P.M. ET on March 25, 2019 and follow the onscreen instructions to complete and thereafter transmit the entry form. Information required on the entry form (collectively “Entry Information”) consists of first and last name, complete address (including Zip Code), telephone number (including area code), date of birth, email address and an entry video (“Submission”, “Entry”, or “Video”). Limit one (1) email address per Entrant. **CONTEST ENDS AND ENTRIES MUST BE RECEIVED BY 6:59 P.M. ET ON MARCH 25, 2019.**

ELIGIBILITY: Contest open only to persons who are eighteen (18) years of age or older (19 in Alabama and Nebraska) at the time of entry and who are legal U.S. residents. Entrants must have a valid U.S. Social Security Number and/or a valid U.S. personal tax identification number. If an Entrant is a resident of a jurisdiction that deems him/her to be a minor, he or she must obtain consent from his/her parent and/or legal guardian prior to entering the Contest and submitting any personally identifiable information to Sponsor. Officers, directors, and employees of the Contest Entities (as defined below), members of these persons’ immediate families (spouses and/or parents, children, and siblings, and their spouses, regardless of where they reside), and/or persons living in the same households as such persons (whether or not related thereto) are ineligible to enter or win the Contest. Contest Entities, as referenced herein, shall include Sponsor and Administrator, Nespresso S.A. and their respective parent, subsidiary, and affiliate companies, their respective administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Contest. Entrants must also be of good moral character. Sponsor reserves the right to exclude anyone convicted of a crime (other than moving violations of a misdemeanor type that did not involve personal injury, drugs or alcohol). Entrants must have nothing in their background that would be an embarrassment to Sponsor. Each Entrant must be willing to sign a publicity release and an affidavit attesting that he/she meets all of the foregoing eligibility requirements and send this affidavit/publicity release at Sponsor’s request. Sponsor reserves the right to disqualify Entrants for not meeting any of the requirements outlined in these Official rules or for any other reason, in Sponsor’s sole discretion. Entrants must agree that, if selected as a Semi-Finalist (as defined below), they will be available to travel to New York, NY on dates chosen by Sponsor, which are subject to change in the sole discretion of Sponsor. Entrants must agree that, if selected as the Grand Prize Winner (as defined below), they will be available to travel to Cannes, France on dates chosen by Sponsor, which are subject to change in the sole discretion of Sponsor.

Please note that by entering the Contest, Entrants agree that if chosen as a potential Semi-Finalist, Entrant may undergo a background check conducted by Sponsor and, if necessary, Entrant may be required to sign waiver forms authorizing the release of personal and background information.

IMPORTANT NOTE REGARDING ENTRIES: By entering this Contest, Entrants agree that the Contest Grand Prize Winner (as described below) will also be entered in the international Nespresso Talents 2019 call, sponsored by Nespresso S.A., Lausanne, Switzerland. Entrants' scores in this Contest will have no effect on Entrant scores in the international Nespresso Talents call. By entering this Contest, each Entrant agrees that if named the Grand Prize Winner, Entrant will then join the contract of the international Nespresso Talents 2019 ("International Rules"), which is available at <https://www.nespresso.com/talents/us/en/>.

Requirements: All Submissions to the Contest must:

- Meet eligibility requirements (see Eligibility, above)
- **Video length:** Three (3) minutes maximum.
- **Video Format:** Be shot in 9:16 format (vertical) -- 9:16 Full HD 1080X1920, 25fps, high quality sound, file .mp4 or .mov, codec video h264, minimum rate 10000 kbps
- **File Size:** 2GB maximum
- **Theme:** Reflect the theme " We Are What We Eat" and show a unique take on the following creative brief:
 - **BRIEF:** For us, food is so much more than what is on our plate. It is colors, smells, cultures. It is a notebook scribbled with recipe ideas. It is the memory of a place, a moment, a very special day. It is a public market, a secret address, a rooftop garden nourished with coffee compost, where you grow your fresh vegetables...
 - We challenge filmmakers to share what food means to you.
- **General:** Video must be the original, unpublished, the sole property of Entrant and not previously submitted in any other contest. Each Entrant must have written, signed releases from anyone appearing in their Video, which must be included with each Entry, or otherwise made available at the request of Sponsor. At Administrator's discretion, any Entry containing unsuitable content or that are in violation of third party rights (including, but not limited to, copyrights) will be immediately disqualified. At Administrator's discretion, any Entry that does not comply with the Official Rules, the Contest theme or Criteria (as described below) may be disqualified, at Administrator or Sponsor's discretion.
- Entry must include all required registration information. Password should be unique and should not be shared.
- **Genres:** All genres (e.g. comedy, drama, mystery, etc.) and formats (e.g. fiction, documentary, animation, clip video, etc.) are eligible.
- **Language:** Video must be in English, or subtitled in English. Subtitles should be synced with the voices on the film.
- **Music:** Only original, unreleased music for which Filmmaker has all rights, or music taken from the Music Library at Nespresso.com/talents, available for every Filmmaker is permitted.
- **Guidelines Branding:** Videos must not contain or refer to any brands and products other than Nespresso. Video does not need to reference Nespresso.
- **Personal Info:** In addition to the Entry Information, each Entrant will be required to provide personal photos and the following biographical details which may be published with their Video:
 - Occupation
 - The film title
 - A sentence about the Entrant
 - A quote, on the Contest theme as part of the Video description (140 characters max).
 - Entrant photo as a zipped file (together with the Releases) in the "Actors and or other people's rights" field.

Additional info:

- Videos can be created with any digital device or software including digital film cameras, smartphones, digital still cameras (including smartphones, digital still cameras, and camcorders).
- Videos and photographs within Videos can be retouched using software or by other means.
- Both color and monochrome Videos will be accepted.

- Videos cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity, any materially dangerous activity, or any inappropriate content.
- Videos cannot promote alcohol, illegal drugs, depict gambling references or tobacco use, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous,.
- Videos cannot be obscene or offensive, defamatory, libelous, threatening, harassing, or endorse any form of hate or hate group;
- Videos cannot defame, misrepresent or contain disparaging remarks about Sponsor, Contest Entities or their products or other people, products or companies;
- Videos cannot infringe on any trademarks, logos, copyrighted works, trade dress (such as distinctive packaging or building exteriors/interiors) or any intellectual property owned by others (including but not limited to music, photographs, sculptures, paintings and other works of art or images, published on or in websites, television, movies or other media); Sponsor does not permit the infringement of others' rights and any use of materials not original to the Entrant will result in disqualification from the Contest.
- Videos cannot contain any trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other unless Entrant has obtained all rights necessary to permit their use in connection with a Video and Entrant must grant the rights herein granted to Sponsor;
- Entries cannot contain (as determined by Administrator or Sponsor) any brand or product other than the Sponsor's.
- Video must not contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses without permission;
- Videos cannot contain materials infringing on any individual's right of publicity, unless Entrant has express written permission from that person to use their likeness and performance in connection with the Contest;
- Videos cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
- Videos cannot violate any law or otherwise be inappropriate, as determined by Administrator or Sponsor in their sole discretion.

ENTRIES POSTED ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to any Entrant. By submitting an Entry, Entrants agree that Entry is voluntary and made without restriction, and will not place Sponsor under any obligation, Entrants agree that Sponsor is free to disclose the Entry on a non-confidential basis for the purpose of the Contest and its promotion on its web and mobile platforms (including but not limited to Facebook, YouTube, Google+, Twitter) without any additional compensation. Sponsor reserves the right, but is under no obligation, to use any Entry. Each Entrant accepts and acknowledges that Sponsor shall not be obligated to use his/her Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights. Each Entrant acknowledges that, by acceptance of Entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from other sources. By submitting an Entry, each Entrant warrants and represents that his/her Entry is: (a) is an original work, (b) has not been previously published, (c) has not won previous awards, (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (e) that posting of the Entry via various media including Web posting, will not infringe on the rights of any third party. Each Entrant agrees to indemnify and hold harmless, Sponsor, Contest Entities and Released Parties (defined below) from any claims to the contrary.

By posting an Entry each Entrant agrees that Sponsor and/or Administrator may exercise a right of first option for ownership of such Entry, and in such case each Entrant irrevocably grants to the Sponsor, and Administrator as Sponsor's assignee, and its agents and designees, in perpetuity, an exclusive, worldwide, irrevocable, royalty-free license to publish, display, reproduce, modify, edit or otherwise use the Video, in whole or in part, in its original form or as edited or modified in any way at the direction of Sponsor, anywhere in the world and in any and all forms of on-line media (including but not limited to web and social media), in-store, trade shows, conferences, corporate events and internal corporate use and exploitation whatsoever, in connection with this Contest or for any other advertising, promotional, commercial or other lawful purposes whatsoever in the sole and absolute discretion of Sponsor, including, without limitation, in association with the entrant's first name and city/state of residence. Entrants hereby waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Entrants may now or later have to their Entry. Sponsor reserves the right to alter, change or modify any finally selected Entry, in its sole discretion. Upon request of Sponsor, entrant shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and "Moral Rights of Authors" waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment. Further, Sponsor may request from Entrant, that the Entrant secure from any actor(s), model(s) or videographer(s) an irrevocable assignment and transfer to Sponsor all of any actor(s), model(s) or videographer(s)'s right, title and interest in and to the Entry with reference to the above mentioned exploitation, including all but not limited to all copyright and trademark rights in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Any actor(s), model(s) or videographer(s) may be required to waive in favor of Sponsor, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that the actor(s), model(s) or videographer(s) may now or later have in the Entry. Should Sponsor fail to request any actor(s) assignment, model(s) assignment or videographer(s) assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment(s).

ALL ENTRANTS ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR AT ANY TIME DURING THE CONTEST PERIOD (IN THE DISCRETION OF ADMINISTRATOR OR SPONSOR), AND MUST MEET ALL ELIGIBILITY REQUIREMENTS.

RELEASE: For the purpose of this Contest and its promotion, each Filmmaker grants to Contest Entities free, irrevocable, non-exclusive and transferable license to use, reproduce, amend, adapt, publish, distribute, execute and view the uploaded Video (wholly or partially) on all Nespresso related websites, www.userfarm.com and/or other media channels (including but not limited to Facebook, YouTube, Google+, Twitter), web and mobile platform(s) of Nespresso and its affiliated companies.

By submitting a Video, entrants agree to indemnify and hold Released Parties harmless from and against any and all claims, demands, actions, causes of action, damages, costs or expenses brought against or suffered or incurred by the Released Parties, or any of them, arising out of or in connection with the participation by the entrants in this Contest, any breach by the entrants of the foregoing warranties or agreements or the use, in whole or in part, by any Released Party of any Video (or portion thereof) submitted by the entrants in this Contest.

Each Entry must meet the requirements above and be submitted separately. Submissions that do not meet all of the requirements described herein may be disqualified at Sponsor or Administrator's sole discretion. Sponsor is not responsible for lost, stolen, illegible, misdirected, videos or computer or website submission problems.

WARRANTIES AND INDEMNIFICATION: By entering this Contest, each Entrant represents and warrants with respect to the uploaded Video:

- Video(s) does not contain any material which is in breach of the rights, pleas and claims of third parties whether financial or personal;
- Entrant has obtained from all persons appearing in the Video all the authorizations and releases with respect to Privacy Laws and can, upon request by Sponsor or Administrator, provide documentation within ten (10) days of the request;
- Entrant has obtained written authorization from the parents/legal guardians for Videos that include minors;
- Video(s) are freely and legally exploitable in accordance with the provisions of these Official Rules;
- Entrant is the only holder of the rights of use therefore, or that Entrant has acquired the authorization 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;
- Entrant is fully aware that any liability, including criminal liability, with respect to each work lies with the Entrant.

EACH ENTRANT WARRANTS TO THE RELEASED PARTIES THAT HIS OR HER ENTRY DOES NOT CONTRAVENE OR INFRINGE ON ANYONE ELSE'S COPYRIGHT OR OTHER INTELLECTUAL PROPERTY, MORAL RIGHTS, PRIVACY OR PUBLICITY RIGHTS.

Judging: INITIAL JUDGING: On or about February 7, 2019 and continuing until on or about March 25, 2019 all eligible Videos will be judged by Staff who will review and select up to ten (10) possible semi-finalists (each a "Possible Semi-Finalist") based on the judging criteria described below. Administrator and Sponsor have the right in their sole discretion to select fewer than ten (10) Possible Semi-Finalists based on insufficient number of qualified Entries received. Each Possible Semi-Finalist's Entry will go on to the Semi-Finalist stage, subject to compliance with these Official Rules. Possible Semi-Finalists will be notified by phone or email on or about, April 12, 2019. Possible Semi-Finalists must confirm receipt of the phone or email notification and their ability to travel as outlined below within twenty-four (24) hours, or a new Possible Semi-Finalist may be chosen.

SEMI-FINALIST JUDGING: The up to ten (10) Videos submitted by the Possible Semi-Finalists will be passed on to a jury of qualified judges ("Jury") appointed by Sponsor, at its sole discretion. On or

about April 1, 2019 through April 11, 2019, the Jury will review the Possible Semi-Finalists Videos and determine the three (3) highest scoring Videos based on the criteria shown below. The Possible Semi-Finalists who submitted the three (3) highest scoring Videos will be named Semi-Finalists (subject to verification of eligibility and compliance with the Official Rules). Each Semi-Finalist may be required to execute and return (via shipping service pre-paid by Sponsor) an affidavit of eligibility, liability release, publicity release (except where prohibited) and any other documentation that Sponsors may require (collectively “Contest Documents”), before being named a Semi-Finalist.

Staff will review and judge all eligible Videos according to four main criteria, shown in the chart below. Jury will assess all the Possible Semi-Finalist Videos according to four main criteria, shown in the chart below.

Each criterion will be ranked on a scale of 1 to 5, with 5 being very good, and 1 being poor.

Unique use of theme	How well is the Contest theme integrated into the idea, script, framing, art direction, editing, sound design etc.?
Innovation	Is the content surprising, creative and building on an innovative approach?
Exploration of the theme	Is the theme well integrated within the story, bringing an everyday moment into something extraordinary? Moments that uplift your every day?
Production values	Judge the quality of the concept (e.g. idea, script, narrative), production (e.g. camera, art direction, costume etc.) and post-production (e.g. editing, music, sound design etc.)

REQUIRED TRAVEL DATES: Semi-Finalists must be available to travel and attend a single afternoon/ evening award event in New York City on or about April 30, 2019. Travel will take place approximately five (5) days of the event, as determined by Sponsor in its sole discretion.

Grand Prize Winner will also be entered in the international Nespresso Talents 2019 call and must be able to travel internationally to Cannes, France on or about May 17, 2019. Travel will take place approximately five (5) days of the event, as determined by Sponsor in its sole discretion. All Semi-Finalists must be available for this potential travel. Each Semi-Finalist is solely responsible for obtaining all necessary travel documents including passports. Each Semi-Finalist must have valid travel documents (e.g., valid government-issued photo identification and passport) prior to departure. Passports must be valid for six months beyond final date of travel.

PRIZES: U.S. SEMI-FINAL PRIZE: Three (3) Semi-Finalists will be chosen on or about, April 11, 2019 to attend a special Nespresso awards event (“Event”) in New York City during the week of April 30, 2019 at a venue of the Tribeca Film Festival (as determined by Sponsor in its sole discretion). **Limit one (1) Semi-Finalist per household.**

Each Semi-Finalist will receive the following (as applicable):

Travel: If a Semi-Finalist resides within the New York Tri-State area (as determined by Sponsor in its sole discretion), such Semi-Finalist will receive round-trip ground transportation for one (1) person to and from their place of residence to the Event and fifty dollars (\$50) to cover incidental expenses. All travel arrangements will be at the sole discretion of Sponsor. Any costs beyond those not specifically outlined here will be responsibility of the Semi-Finalist. **Approximate retail value (“ARV”): five hundred dollars (\$500.00).**

If a Semi-finalist resides outside the New York Tri-State area (as determined by Sponsor in its sole discretion) such Semi-Finalist will receive round-trip economy class airfare for one (1) to New York City (“NYC”) from the airport closest to winner’s place of residence; two (2) nights hotel accommodations in NYC; one hundred dollars (\$100) to cover incidentals; and round-trip ground transportation between the airport and hotel. Any costs beyond those not specifically outlined here will be responsibility of the Semi-Finalist. **ARV: five thousand dollars (\$5,000)**

Each Semi-Finalist will also receive the following: one (1) Film Makers pass admission to the Tribeca Film Festival; one (1) Nespresso VertuoPlus machine bundle; and two-thousand Euros (€2,000, approximately 2,500 USD) (payment will be processed within three (3) months after Event).

Total ARV for each Semi-Finalist prize is (up to) eight thousand dollars (\$8,000) depending upon travel requirements and price at the time travel is booked.

One (1) grand prize winner (“Grand Prize Winner”) will be chosen from the three (3) Semi-Finalists. Grand Prize Winner will participate in the Nespresso Talents Global Awards event, to be held on the occasion of Cannes Film Festival in Cannes, France. Grand Prize Winner will be announced at the Event in New York City. Grand Prize Winner must travel on date designated by Sponsor to appear at the Nespresso Talents Global Awards, or grand prize may be forfeited and the second highest scoring Semi-Finalist may be selected as a potential Grand Prize Winner at Sponsor’s sole discretion. If Grand Prize Winner fails to appear at the Nespresso Talents Global Awards event on the time and date designated by Sponsor, or fails to otherwise take part in the Nespresso Talents Global Awards event as outlined herein, Grand Prize Winner forfeits the opportunity to participate in the Nespresso Talents Global Awards event and any right to win any prize available therein. Any disputes will be resolved by the independent judging organization on-site at the Nespresso Talents Global Awards event, whose decision shall be final, conclusive and binding. The judges’ decisions shall be made strictly in accordance with the Official Rules and any other rules and procedures put in place for the Nespresso Talents Global Awards event. Additional details regarding Nespresso Talents Global Awards event mechanics and other rules, procedures and conditions for participation in Nespresso Talents Global Awards event will be provided to Grand Prize Winner prior to Nespresso Talents Global Awards event.

GRAND PRIZE: Grand Prize Winner will receive the following: Round-trip economy class airfare for Grand Prize Winner and one (1) guest to Nice, France from the airport closest to Grand Prize Winner’s place of residence; two (2) nights hotel accommodations in Cannes, France (double occupancy); round-trip ground transportation to/from the airport in their city of residence, ground trip travel to/from Nice Airport to their hotel in Cannes; three (3)/meals per day, as arranged Nespresso S.A.; and an additional three thousand Euros (€3,000, approximately 3,500 USD) . **Total Grand Prize ARV is (up to) thirteen thousand dollars (\$13,000). Total ARV for all prizes is (up to) thirty seven thousand dollars (\$37,000).**

Actual retail value of Grand Prize may vary based on the point of departure, point of arrival, and fare fluctuation for the trip. Any differences between stated ARV and actual retail value will not be awarded. Grand Prize Winner and Semi-Finalists will receive an IRS Form 1099 from Administrator for the total ARV of their prize for the calendar year in which prize was awarded. If a Grand Prize element is not available for any reason, as determined by Sponsor in its sole discretion, the remaining elements of Grand Prize shall be awarded and shall constitute full satisfaction of Sponsor’s obligation to Grand Prize Winner and no additional compensation will be awarded. Sponsor reserve the right to substitute a prize (or prize element) of comparable or greater value for any reason at its sole discretion. All taxes and other unspecified expenses, costs, or fees associated with the acceptance and/or use of Grand Prize are the sole responsibility of Grand Prize Winner. Grand Prize cannot be transferred by Grand Prize Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Grand Prize by Grand Prize Winner.

All travel and lodging will be at the risk of Semi-Finalists, Grand Prize Winner and guest. Airline and hotel reservations are subject to availability. Travel and hotel arrangements will be determined by Sponsor in its sole discretion. No change, extension, or substitution of trip dates is permitted,

except by Sponsor in its sole discretion. Grand Prize Winner and guest must travel together on the same itinerary. Except as indicated above, no other travel elements (including, without limitation, insurance meals, gratuities, souvenirs, etc.) are included in Semi-Finalist Prizes or in Grand Prize. Tickets are non-refundable and are not valid for business-related or group travel. Tickets are valid only for travel on the airline(s) chosen by Sponsor. Tickets will be issued only to Semi-Finalists, Grand Prize Winner and guest. Semi-Finalist Prizes, or Grand Prize cannot be combined with any other offer, and travel may not qualify for frequent flyer miles. Semi-Finalist, Grand Prize Winner and guest may be responsible for any tax liability, including applicable departure taxes or fees, inspection charges, and security charges. Once issued, tickets are non-transferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. The U.S. State Department requires all international travelers to present a government-issued passport for U.S. Customs re-entry after air, land or sea travel. Each Semi-Finalist, Grand Prize Winner and guest is solely responsible for obtaining all necessary travel documents including passports. Semi-Finalist Prize and Grand Prize consist only of the elements set forth above. Sponsor is not responsible for airline seat assignments, special meals, check-in procedures, and baggage limitations. Sponsor has no responsibility for alterations to any travel plans caused by airline delays or for any act, omission or event. Sponsor shall have no responsibility or liability for cancellations, delays, or any other change by any air carrier(s), lodging facilities, other company or person providing any element of Grand Prize, and are not responsible or liable for any expenses incurred as a consequence thereof. Semi-Finalists, Grand Prize Winner and guest specifically release Sponsor from any and all claims for loss or damage to baggage or property, or from personal injuries or death, or from loss or delay, arising out of the acts, omissions, or negligence of any independent contractors, such as air carriers, hotels, restaurateurs, transportation providers, medical personnel or other providers of services or facilities. If Grand Prize Winner chooses to redeem Grand Prize without a guest, the remaining elements of Prize shall be awarded and shall constitute full satisfaction of Sponsor's Grand Prize obligation to Grand Prize Winner and no additional compensation will be awarded. Guest, if any, may be required to execute and return a release of liability and, except where prohibited, publicity release (collectively, the "Guest Documents"), which must be returned or the guest element of Grand Prize may be forfeited.

TAXES: Any valuation stated above is based on general available information provided to the Sponsor. All federal, state and local taxes and any other costs and expenses associated with the acceptance and/or use of Prizes not specifically provided for in these Official Rules are solely responsibility of the Semi-Finalists and Grand Prize Winner. Federal, state and local taxes are the sole responsibility of the Semi-Finalists and Grand Prize Winner. Semi-Finalists and Grand Prize Winner are solely responsible for reporting and paying any and all applicable taxes. If the approximate retail value of a prize is valued above six hundred dollars (\$600), Sponsor will require such Semi-Finalist and Grand Prize Winner's social security number and will file a 1099 form with the IRS.

If a potential Semi-Finalist or Grand Prize Winner is considered a minor in his/her jurisdiction of residence, any release and travel documents must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of minor's parent/legal guardian.

GENERAL: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this Contest or any other promotion, or to be acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By entering the Contest, each Entrant accepts and agrees to these rules and, if named the Grand Prize Winner, to the International Talents rules (available at <https://www.nespresso.com/talents/us/en/>) and the decision of the Jury, which shall be final. Semi-Finalists and Grand Prize Winner will be required to sign a Winner's Agreement and Release and return it by date specified in notification email or prize will be forfeited in its entirety and another entry may be selected.

OTHER CONDITIONS: By entering this Contest and receipt of any prize, Semi-Finalists and Grand Prize Winner agree to release and hold harmless Sponsor, Nespresso S.A., Administrator, their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any Entry to be received by Sponsor(s) due to technical problems, human error or traffic congestion on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Contests, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of Entries and/or entry information, or (vi) Entries/mail which are late, lost, stolen, damaged, illegible, unintelligible, misdirected, mutilated, incomplete and/or postage due (or any combination thereof). The use of third-party software or website or automated entry systems to participate is prohibited, and Sponsor reserves the right to disqualify Entries made in such fashion. By entering, entrants agree to comply with these rules. Any entrant who attempts to tamper with this Contest in any way shall be disqualified. In the event of dispute as to who submitted an online Entry, the Entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of Entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

DISPUTES: Any controversy or claim arising out of or relating to the Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration

from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE INITIATIVE, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

The Official Rules and the Contest are governed by United States law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official Rules, or the rights and obligations of entrant and Sponsor in connection with Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth above in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of New York in the City of New York.

WINNERS LIST: For the names of the Semi-Finalists, or the names of the Grand Prize Winner, available after May 25, 2019, or for an additional copy of these Official Rules, send a self-addressed, stamped envelope to be received by July 25, 2019 to: Nespresso Talents Contest 2019 "RULES" or "WINNERS LIST" (specify which) 111 West 33rd Street, Fifth Floor, New York, NY, 10120 (Vermont Residents may omit postage), or visit Nespresso.com/talents on or around May 25, 2019.

INTERNATIONAL TALENTS CONTEST SPONSORED BY: Nespresso S.A., Av. De Rhodanie 40, 1007 Lausanne, Switzerland.