

TERMS AND CONDITIONS

Louis Vuitton competition Journeys Awards

PREAMBLE

As part of Louis Vuitton's support to young artists, Louis Vuitton is organising a contest with educational purposes and inspired by the theme of the "Core Values" advertising campaign and the theme of journeys.

ARTICLE 1

THE ORGANISING COMPANY

The company LOUIS VUITTON MALLETIER, limited company with a capital of 21,119,700 euros, whose registered office is located - 2 rue du Pont Neuf, 75001 Paris, France, company registration number B 318.571.064 (Paris RCS), acting through its legal representatives, whose official address is at the said office.

Is organising from 08/09/09 to 14/12/09 midnight, a competition accessible on the www.journeysawards.com website called:

«Journeys awards ». Entry to the competition is free and no purchase is necessary.

ARTICLE 2

SCOPE

The contest is open to any natural person of any nationality, aged 18 to 35 at the time of registration, excluding staff from the organising company and their relatives, as well as anyone who has directly or indirectly contributed to the conception, making or management of the competition.

Only one entry per person is allowed during the whole duration of the competition.

At any time Louis Vuitton can request a copy of the participants' identity card or passport or civil status certificate in order to check their age.

Any fraud or attempted fraud in this contest will result in the participant being disqualified.

ARTICLE 3

PROCEDURE FOR PARTICIPATION

To participate, all you need to do is:

- connect to the website (www.journeysawards.com)
- take note of the Brief and the guidelines of the organising company
- fill in the registration form.

Any registration form that is incomplete or contains false information will be considered void.

Once they have registered, participants will receive an email containing their log-in details for the contest (a username and password) to enable them to access the area dedicated to the contest. The area dedicated to the contest allows participants to ask questions on the contest and to post the film they have made before 30/10/2009. This area is exclusively dedicated to the use of participants.

Furthermore participants commit not to divulge the username and password they have been given; they will be responsible for any fraudulent use of these details.

Participants will have to make their own film, lasting 1 to 2 minutes, on the theme of journey, then will have to post it in the dedicated area of the www.journeysawards.com website before 30/10/2009.

Films that do not comply with the guidelines and/or are in contradiction with current legislation, are indecent, contrary to public morality, pornographic or that incite hatred, violence etc. as well as films containing brand names or any other distinctive sign whatsoever, will be rejected.

Among the films posted, up to fifteen (15) films can be pre-selected by the organising company to participate in the selection of the best film.

The pre-selected films will be put online and broadcast (without being downloadable) on the www.journeysawards.com website.

ARTICLE 4

PROCEDURE FOR SELECTING THE WINNERS

The selection of the winners will take place as follows:

1st stage: voting by web users

Between 16/11/2009 and 14/12/2009, any web user will be able to choose the best film, among the pre-selected films, by voting for his/her favourite film.

Web users will only be able to vote once for each film. In addition, participants will not be able to vote for their own piece.

The participant who posted the film that obtained the most votes will be designated as "**the public's winner**".

In the event of a draw of the number of votes between two (2) films, the winner will be the film that first obtained the number of votes required to win.

2nd stage: voting by the panel of professionals

Meanwhile, from 09/11/2009 to 16/11/2009, a panel composed of professionals will select, out of the pre-selected films, the best film in terms of originality and creativity.

Panel decisions will be taken by majority vote, each panel-member having one vote.

Panel decisions are final and cannot be challenged by participants or any other third party.

The organising company reserves the right to disqualify any participant whose film does not meet the requirements of the brief.

Any disqualification for whatever reason entails the non-award of the prize that the participant would have otherwise been entitled to.

Participants whose application is not retained will not be able to claim any compensation whatsoever.

ARTICLE 5

PRIZES OFFERED

The overall prize for this competition is fifty-thousand (50,000) dollars:

- twenty-five thousand (25,000) dollars for the winner selected by the web users
- twenty-five thousand (25,000) dollars for the winner selected by the panel of professionals.

ARTICLE 6

PRIZE ALLOCATION

The web users and the panel of professionals will each select a winner. Each winner will receive twenty-five thousand (25,000) dollars.

If the web users and the panel of professionals select the same film, the winner will receive both prizes, amounting to an overall amount of fifty-thousand (50,000) dollars.

The winners will be officially informed by e-mail/letter regarding their prize. They will then be asked for their contact details so they can receive their prize. Their prizes will be allocated within 2 months from when the winners are announced, following a procedure that will be specified to the winners during the award.

The organising company, should it not be able to reach the winners between (15/12/2009) and (31/12/2009), reserves the right to disqualify these winners and to allocate the prize to an alternate.

The panel of professionals will also designate alternates to cater for the possibility where the winner does not have the capacity to benefit from the allocation or would not wish to benefit from it.

ARTICLE 7

ADVERTISING / TRANSFER OF RIGHTS

The organising company reserves the right to make this contest known using various advertising media (electronic, hard-copy...).

In participating, participants accept from the start that their film be put online and broadcast on the www.journeysawards.com site, for a duration of one (1) year starting from the validation of the contest by the participant, and this, without any financial compensation from the organising company.

In the event that the organising company wishes to broadcast the film using other media, it commits to contacting the participant in order to ask for his/her authorisation.

Except if specifically requested to Louis Vuitton, participants authorise the quoting of their name and/or nickname and the publication of their picture on any communication platform relating to the competition. In addition, participants authorise Louis Vuitton to use their picture in the context of events linked to the contest.

In participating, the participant commits to producing a film that complies with copyright and with the right of personal portrayal of the people shown in the film. Thus, the participant recognises having obtained all the required authorisations, in particular relating to the right of personal portrayal of the people shown in the film and to all the transfers of rights for intellectual and industrial property, and for related rights necessary for the further use of the film. In addition, if the participant uses a musical composition in his/her film, he/she guarantees to have obtained all the required authorisations from the right-holders of the musical composition and this, for all the usages of the film set out in the context of the competition as well as for all the usages planned for the winning films. In this regard, the participant guarantees Louis Vuitton against any third party claim founded on an element of the musical composition.

The participant guarantees Louis Vuitton against any third party claim founded on an intellectual property right, an industrial property right, a related right or a missing authorisation for an element within the submitted film.

Moreover, the winner(s) commit(s) to signing a contract for the transfer of rights including:

- an authorisation for the transfer of rights free of charge in order to enable Louis Vuitton to broadcast the film, fully or in part, by any means and on any website, in any Louis Vuitton or associated store as well as for any cultural usage including for exhibitions or festivals in the world and this for the duration of the copyright's legal protection.
- a clause guaranteeing Louis Vuitton against any third-party claim founded on an intellectual property right, an industrial property right, a related right or a missing authorisation for an element within the submitted film as well as for an element of the musical composition, as the case may be.

**This certificate is attached as appendix to these terms and conditions and should be duly signed by the winner before the award of the prize.
Failing this, the winner could be disqualified. This element is an essential condition to the prize award.**

ARTICLE 8

CHECKS AND RESERVES

The organising company reserves the right, notably in case of absolute necessity, to shorten, prolong, suspend, modify or cancel the competition.

Nonetheless these changes will be subject to prior information by any appropriate mean.

No message will be sent to the losers.

Participation in the contest implies full acceptance of these terms and conditions.

No claim will be accepted beyond 60 days after the end of the contest.

The full terms and conditions can be obtained free of charge by writing to: **S.G.A. (Systèmes de Gestion Active)** 32 bis rue Victor Hugo - 92800 Puteaux - FRANCE. A stamp refund will be made on request at the current second class rate within the limit of one request per household, same name, same address.

Any dispute that could arise on the interpretation of these terms and conditions will be expressly subject to the entire discretion of the organisers and as a last resort to the appreciation of the competent Paris Tribunals.

The Organising Company cannot be made liable in the event of a breakdown of internet networks.

In accordance with the Law on computerised personal data n°78-17 dated 6 January 1978, participants have the right to access, update and withdraw data concerning them by requesting directly on the www.journeysawards.com website.

ARTICLE 9

INTERNET CONNECTION REFUND

The refund of the connection costs limited to the duration of the competition and valued on a flat rate basis by Louis Vuitton at 0.50 Euros including VAT (corresponding to 10 minutes of Internet connection at local rate) can be done by simply sending a letter with the relevant bank details and a bill from France Telecom or another provider (other than the subscription to an all-inclusive package) at the latest two months after the competition's closing date, the postmark being taken as proof, to the following address: **S.G.A. (Systèmes de Gestion Active)** 32 bis rue Victor Hugo - 92800 Puteaux - FRANCE. The stamp refund will be carried out at the current second-class rate.

Participants using internet providers where the telephone connection is included in a package cannot claim a refund.

The organising company will not be responsible for costs incurred in the event of an invalid participation.

Refunds are limited to one per person (same name and same postal address) during the contest's validity period.

ARTICLE 10

These terms and conditions are kept at:

**SCP SIMONIN - LE MAREC - GUERRIER
BAILIFFS/SOLICITORS
54 rue Taitbout
75009 PARIS**

who are entrusted with the proper conduct of its implementation.

APPENDIX

CERTIFICATE OF THE TRANSFER OF RIGHTS

Within the context of the "**Journeys Awards**" competition organised by Louis Vuitton from 08/09/09 to 14/12/09, the Winner has participated in the contest by sending the film TITLE _____ (hereafter "*the Film*") and has won the Panel's Prize/Public's Prize¹.

In participating in the contest, the Winner already accepted that the signature of this agreement for transferring rights is an essential condition of the validation and award of the prize to the Winner.

The Winner is fully aware of the provisions of this agreement at the beginning of the competition by reading the terms and conditions of the competition.

I the undersigned SURNAME _____ FIRST NAME _____, born ___/___/___, at TOWN _____ (COUNTRY _____), residing at ADDRESS _____ (COUNTRY _____).

hereafter "*the Winner*",

Transfer my rights within the conditions defined hereafter to the company LOUIS VUITTON MALLETIER, limited company with a capital of 21,119,700 euros, whose registered office is located 2 rue du Pont Neuf, 75001 Paris, France, company registration number B 318.571.064 (Paris RCS), hereafter "*Louis Vuitton*",

ARTICLE 1

The Winner transfers his/her copyright to Louis Vuitton to broadcast the Film, in full or in part, by any means known or unknown to this day, in every language, with or without subtitles and/or dubbing and with any caption, eye-catcher or reference that LVM deems appropriate to add, on any website and/or in any Louis Vuitton store and/or associated store as well as for any cultural usage including for exhibitions or festivals and this, anywhere in the world and for the duration of the copyright's legal protection.

The present transfer notably includes:

¹ Cross out one of the two

- the full right of reproduction by any means, and in particular the right to record or get a third party to record by any technical procedure and on any film support, analogue or digital, in any format, pictures in black and white or in colour, the original sounds and dubbing, the headings/titles, subtitles and format of the film, as well as the fixed pictures representing scenes of the film.
- the full performance right for any process, in particular with regard to television broadcasting (terrestrial channels, satellite, cable, mobile telephones), public presentations or projections, exhibitions, films, analogue or digital recordings, multimedia discs, Internet (including Intranet and extranet).

ARTICLE 2

The Winner guarantees that the Film complies with copyright and the right of personal portrayal of the people shown in the film.

The Winner recognizes having obtained all the required authorisations, in particular relating to the right of personal portrayal of the people shown in the film and to all the transfers of rights for intellectual and industrial property, and for related rights necessary for the further use of the film as well as the required authorisations from the right-holders on the musical composition, as the case may be.

The Winner guarantees Louis Vuitton against any third-party claim founded on an intellectual property right, an industrial property right, a related right or a missing authorisation for an element within the submitted film as well as for an element of the musical composition, as the case may be.

ARTICLE 3

This transfer of rights is granted on a free basis.

[Location] _____

[Date] _____

In two (2) copies

The Winner (*SURNAME and First Name*)
(signature preceded by "read and approved")