

“GET MORE THAN LIKES” COMPETITION

TERMS AND CONDITIONS

Picwant Srl (“Promoter”), with registered office at Via G. B. Vico, 16/A, 20123 Milan (Italy), is organising a competition under the title “GET MORE THAN LIKES” for amateurs and professionals in the photography sector. It will take place from 1 July 2016 until 31 August 2016. Weekly winners will be chosen each Monday following the week of participation and the final winner will be chosen by 30 September 2016. There is no charge for entering the competition.

Any person entering into or participating in this competition is deemed to have accepted and to be bound by these Terms and Conditions (“Terms”).

1. INTRODUCTION

Picwant is a company operating in the photographic sector which specialises in the production and distribution of photos and videos taken by smartphone. The photos it licenses have been taken by pickers, meaning photographers specialising in images from mobile phones. To become “Pickers”, users must register via the promoter's app and send at least ten (10) photos. If at least five (5) of these are accepted after proper moderation, the potential Picker will receive an e-mail containing a contract that the user must sign. Following signature, the photos will be published on the promoter's website and may be downloaded and licensed to clients.

Photos sent in by pickers and published by Picwant on its own website are licensed to clients who may use them to develop their advertising, digital or other projects. Clients pay to download a picker's image and the picker receives a royalty equivalent to 30% of the price paid by the client.

2. PURPOSE OF THE COMPETITION

This competition has been launched to support the production of photographic art. It also aims to discover new talents who could find a professional outlet as pickers and to support new possible work opportunities to talented photographers, raising their profile and facilitating their contacts with the community of experts in the sector.

For Italy, this competition is to be considered excluded from the sphere of regulation on prize promotions as it falls within the exemption provided for by paragraph 1 of Article 6 of the Presidential Decree n. 430/2001 and the prize granted to the winner is based on acknowledgement of personal merit provided for by Article 7 of the said Presidential Decree.

3. ELIGIBILITY

This competition is reserved for adult residents of Italy, the 50 United States and District of Columbia, and United Kingdom who are amateurs or professionals in the field of photography and, in particular, of photographic images taken by mobile phone. Photos may only be put forward by single individuals. Group or company participation is not permitted. Any minor in their jurisdiction of residence is not eligible to enter. Void where prohibited.

Each entrant must submit at least one photo uploaded via the “Picwant - Mobile Photos and Videos” app through Apple Store, Google Play Store and Windows Phone Store.

Several photos/contents may be sent, even in different moments, but the same photo/content cannot be submitted more than once.

This competition is not open to employees of either the Promoter or any of the companies involved in arranging this competition nor to their first-degree relatives or anyone who has a current business relationship with the promoter.

4. TERMS AND CONDITIONS GOVERNING PARTICIPATION AND CHARACTERISTICS OF THE PHOTOS

There is no charge or purchase necessary for entering the competition. A purchase will not increase your chances of winning.

To take part, users must use their own mobile phones to photograph images relating to the theme of TRAVEL, which depict places, people, nature, food, culture and events.

Photos depicting minors may only be uploaded by the parents or guardians of the individual in the photo. If the picture depicting a minor wins, the winner will be required to provide the Promotor with the prize-certification declaring being the Parent or legal Guardian of the minor. This will be done, according to art. 46-47 Under Italian Presidential Decree n. 445/2000

If any third parties or trademarks are photographed, they must not be prominent in the photos, but form part of the composition of the image and, in the case of third parties, the photographer must have the third party's permission to use the image.

To take part, users must use their own smartphones to download the Picwant app available on iOS, Android and Windows Mobile and register by creating their own user account (for more details on the operation of the app, please consult the link <http://blog.picwant.com/how-to-use-picwant-app/>). On completion of registration, users must upload at least one photo and, in the "keywords" field, indicate the word "contest".

The photos must have the following technical characteristics:

- Size: photos must have a minimum of 2000 pixels on the longest side (whether this is vertical or horizontal) or 1500 pixels if they are square;
- Digital manipulation using other apps is permitted to optimise the image; cropping an image to prevent the file from losing resolution is not permitted; frames may not be used;
- Adding or removing key elements of the composition is not permitted. Brightness, contrast and colour balancing may be adjusted.

All photos received will be subject to moderation by the relevant staff. Only photos that have been accepted may enter the competition.

The photos taken by the weekly winners will be published on the website www.beapicker.picwant.com

Each user may take part in this competition by sending at least one image that complies with these Terms..

Any person entering into or participating in this competition is deemed to have accepted and to be bound by these terms and conditions.

By entering into this competition the participants acknowledge that no compensation will be offered by the Promoter for their participation, for any reasons.

5. EXCLUSIONS

Submissions will be disregarded by the Promoter, if their content includes:

- materials that violate in any way whatsoever the rights of third parties, including any copyrights, as well as those materials that are submitted in violation of the statements and guarantees included in Section 9 below.
- materials considered offensive and/or contrary to public moral or to public decency or that are defamatory or in violation of privacy.
- materials that do not conform to the requirements specified above in Section 4.
- materials that are submitted by people under 18.

In addition, the Promoter will disqualify any participation which is found to be contrary to the spirit of the present promotion or any entry which breaches any clauses of these terms and conditions.

A notification of exclusion from the competition will be sent to the participant's e-mail address from which the participant sent its submission. The Promoter withholds the right to, at its sole discretion, make the decision on excluding a submission from the competition.

6. DEADLINE

Participants shall submit their materials between **1 July 2016** and **31 August 2016** ("competition period"). For the purposes of this competition, Italian time is considered decisive. The clock on Promoter's server receiving materials will be the official clock for this competition.

Materials submitted outside the aforementioned time period will not be taken into consideration.

The final winner will be selected no later than 30 September 2016 and he/she will be contacted the following days after the selection.

7. METHOD OF AWARDING PRIZES AND SELECTION CRITERIA FOR WEEKLY WINNERS

WEEKLY WINNERS

All entries received during competition period, according to the calendar below, will be assessed by an appropriate technical panel comprised of Picwant staff who will assess all the entries and give a final decision on which images they consider most interesting and worthy of attention.

- (i) 1st July 2016 – 7th July 2016;
- (ii) 8th July 2016 – 14th July 2016;
- (iii) 15th July 2016 – 21st July 2016;
- (iv) 22nd July 2016 – 28th July 2016;
- (v) 29th July 2016 – 4th August 2016;
- (vi) 5th August 2016 – 11th August 2016;
- (vii) 12th August 2016 – 18th August 2016;
- (viii) 19th August 2016 – 31st August 2016

One winning image will be chosen for each week of participation, up to a total of eight weekly winning entries throughout the competition period. Weekly winning entries will be made available on www.beapicker.picwant.com, upon winners' confirmation of eligibility as described at clause 8.

FINAL WINNER

A special panel comprising members from within and outside the Promoter will meet to assess all the entries received during the entire competition period (1st July -31st August 2016), including weekly winning entries, and will select a winning image from amongst all those received.

SELECTION CRITERIA

Both weekly Winners and the final winners will be chosen on the basis of the following criteria:

- I. Compliance of the photos with these Terms;
- II. Visual impact;
- III. Composition;
- IV. Originality;
- V. Technique;
- VI. Creativity.

The decisions taken by the panels and the Promoter are indisputable, final and binding. In no case may any participant make any claims for any reason and/or cause against the Promoter in connection with participation in this competition and/or exclusion from or ineligibility to the competition or for not being chosen as winner.

In case none of the works received is considered deserving and of interest by the technical jury as mentioned above, no prize will be assigned.

8. ACKNOWLEDGEMENTS

The prize will constitute recognition of personal merit and personal skills.

Weekly winners will each receive a voucher to the value of €500 to spend on the www.edreams.it/vouchers website, with maximum validity of 12 months. Vouchers will be delivered within 30 days upon winners' confirmation. More information on the nature of the prize will be provided when winners are notified by email at the email address provided when they registered.

The final winner – as per clause 7.2 above - will take part in a special event consisting of a Picwant photo exhibition to be held in Milan by 10 October 2016. The prize of a special PICKER KIT, comprising professional equipment for mobile photography to a maximum value of €200, will be awarded on that occasion.

The final winner's prize also includes the following:

- Return travel for the winner (economy class) from the winner's place of residence to Milan. Transport costs will be covered from the provincial capital closest to the winner's city of residence (or in the US, the major airport closest to winner's city or residence) or the international airport most convenient for travel to Milan. The winner shall bear the cost of travel to the designated provincial capital or international airport. Please note that the promoter reserves the right to choose the means of transport it considers most appropriate for the trip, at its own discretion.
- Transfer from the airport/station to the hotel and vice versa;
- Transfer from the hotel in Milan to the photo exhibition;
- Overnight accommodation in a three-star or higher category hotel in Milan on a bed and breakfast basis. Please note that, if the winner is a US user, the promoter will pay for any extra overnight stops needed on the way to Italy.

The prize does not include:

- Travel from the winner's home to the place of departure (airport or station);
- Meals, unless otherwise indicated under the heading "The prize includes";
- Personal or other any expenses incurred by the winner in connection with the trip.

The Promoter will not be responsible for any injury, damage, accident and or loss of any kind and/or type that the winner suffers during the journey, or the photo exhibition in Milan or during transportation to the photo exhibition or back or suffered or incurred due to unforeseeable and/or force majeure circumstances.

The decisions taken by the panel and the Promoter are indisputable, final and binding. In no case may any participant make any claims for any reason and/or cause against the Promoter in connection with participation in this competition and/or exclusion from or ineligibility to the competition or for not being chosen as winner.

The winners – selected as per clauses 7.1 and 7.2 - shall be required to accept the prize in writing by replying within 5 days from the Promoter's notification sent to the e-mail address used by the winner for submission. Failure to accept the prize or return any required documentation within the established time period shall mean that the prize cannot be awarded to that winner. In such case, the Promoter of the initiative reserves the right to grant the same prize to another participant.

9. AUTHORISATIONS, DECLARATIONS AND GUARANTEES ON CONTENT

The promoter reserves the right not to take into consideration any material that contains graphics or images deemed offensive or that are contrary to public moral (vulgarity, violent scenes, illegal activity, etc.) or that are defamatory to their content or that in any way violates third party rights, invades privacy or violates copyright.

All materials submitted must be free from any copyrights of third parties and will not be returned by the Promoter to the participant.

By submitting his/her materials and by accepting to participate in the competition, each participant guarantees that he/she is the only author of the submitted materials, and has the grant the license to Promoter in the materials, and that the participant therefore takes full and total responsibility, none excluded, regarding the originality and authorship of the materials, relieving the Promoter from any and all liability, and therefore also from any direct or indirect damages claimed by any third party, in case of untruthful statements on the originality or authorship of the submitted materials.

More specifically, by participating in the competition, each participant states and guarantees:

- that the materials submitted are original works and that they do not violate copyrights and or/ rights of trademarks/industrial secrets/rights of image or any other right of commercial, industrial and/or intellectual character of any natural or legal person.
- that the Promoter is not responsible lost, damaged, or misplaced entries or materials, incorrect or inaccurate transcription of entry information, or for any human or other error, technical malfunction, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or web site, or any other error or malfunction.
- that the participant will fully release and hold harmless the Promoter as well as its assignees from any legal consequences, including payment of damages or other indemnification, that it may become liable for as a consequence of the violation and/or untruthfulness of the statement and guarantee specified in this Section 9. In particular, the participant will defend the Promoter and fully release it and hold it harmless from any cost, damage, burden, compensation and/or indemnity, none excluded, that the latter, for any reason or right, may be called to bear as a consequence of the mere possession and/or use, also for commercial purposes, of the materials submitted and, therefore, also for a violation of copyrights, rights on registered trademarks, patent rights, rights of know-how, rights of invention, of image and of any other right of third parties.

The Promoter reserves the right at its own discretion to suspend or cancel the competition and the assignment of compensations should any circumstances or events occur that would make proceeding with the competition difficult or impossible.

By participating in the competition, the participants entitle the Promoter to publish the materials and works submitted in the competition free of charge for the purposes of the competition and without payment of any compensation to the relevant participant worldwide on the Promoter's website or on other communication materials, and to make the materials usable by the public, also after the competition period, without any limitation in time or territory.

10. PRIVACY

Privacy notice – Italian Legislative Decree 196/03, art. 13

Participants' personal data shall be processed by the Promoter for purposes connected with management of the competition. The personal data of participants will be processed by Picwant srl, Via G. B. Vico 16/A, 20123 Milano (Italy). Personal data will be processed mainly by electronic means, the data will also be processed by members of the jury for purposes related to the competition. Participants can, at any time, exercise their right to consult, modify, cancel the data or to oppose their processing for legitimate reasons by writing to Picwant srl at the postal address 20123 Milano (Italy), via G.B. Vico 16/A. In the same way, it is possible to ask for the list of the people in charge of the processing.

11. COMPETENT JURISDICTION

This competition is open to residents of Italy, USA and UK and is promoted exclusively by the Italian Company Picwant Srl, under its own and sole responsibility.

Selection process and identification of the winner will take place in Italy.

By participating in the competition, each participant acknowledges and accepts that this competition and the entire process of choosing and identifying the winner shall be governed exclusively by the rules of Italian law. For the purpose of settling any disputes, Italian jurisdiction shall apply and the courts of Milan shall have exclusive jurisdiction.

12. MISCELLANEOUS

The Promoter reserves the right, at any time, to verify the validity of entries and participants, including the participant's identity, age and place of residence, and to disqualify any participant who breaches these terms and conditions or tampers with the registration process or the competition.

The Promoter is not responsible for any technical problems or human error that may result in a registration, submission or entry not being received or being lost or damaged or for any destruction or alteration thereof, or unauthorized access to submitted materials.

Any taxes, fees or charges payable by a participant in connection with accepting the prize shall be the sole liability of the participant.

The full terms and conditions will be available at www.beapicker.picwant.com

