

# Rules

## Vanguard Instagram contest

### Article 1: Organization

Vanguard Europe – VGL SARL (hereinafter, the “Promoter”), registered with the Luxembourg Corporate and Trade Register under N° B 115795 – is organizing a free game with no obligation to purchase, called “Vanguard Instagram Contest”, (hereinafter, the “Game”) as described in these Rules.

This game shall be accessible through the intermediary of the **Instagram** and **Twitter** platforms.

Date of the game: from 09 April 2012, for an indefinite term.

### Article 2: Participation

This free Game is open to all physical persons aged 14 years or more, residing in the European Union, having access to the Internet and a valid electronic address, with the exception of the Promoter’s personnel and their families, exclusive distributors of the VANGUARD brand and their dealers, as well as any person having participated in the Game’s development.

All participants under 18 years of age must obtain the prior authorization of a parent or legal guardian in order to participate in the Game and accept these Rules.

The Promoter may require of any underage winner that he/she document the aforesaid authorization concerning his/her participation in the Game. The Promoter reserves the right to draw another winner by lot should an initial winner, if underage, not be able to bring sufficient proof of said authorization.

The mere participation in this Game entails the unconditional acceptance of these Rules.

Participation in the game requires all persons to have first opened an **Instagram** account (photograph-sharing application) and a **Twitter** account (“microblogging” social network, notably enabling the publication of short texts and/or images).

### **Article 3: Mode of participation**

This Game shall take place exclusively over the Internet, and is accessible from a mobile phone with the Instagram application.

Each participant must play in person, and shall therefore refrain from resorting, whether directly or indirectly, to any automated site-query or -request mechanism. Any attempt to commit computer fraud shall entail the straightforward elimination of its author's participation.

As the Game is accessible through the Instagram platform, under no circumstance shall Instagram will be held liable in the event of any litigation related to the Game. Instagram neither promotes nor sponsors the operation. Personal data collected during the Game are intended for the Promoter.

As the Game is also accessible through accessible the Twitter platform, [www.twitter.com](http://www.twitter.com), under no circumstance shall Twitter be held liable in the event of any litigation related to the Game. Twitter neither promotes nor sponsors the operation.

### **Article 4: Principles of the game**

The game consists, for participants, of taking and publishing, according to the conditions indicated hereunder, an original photograph about an announced topic.

The photographs published by the participants in the context of the game shall be examined by a jury specially selected for the occasion (Article 7 of the Rules and Regulations) and having the task of designating the winner.

### **Article 5: Conditions of participation**

In order to participate in the game, each participant must comply with the following necessary conditions of which he should be fully aware:

- The participant must have an Instagram account;
- He must directly link his Instagram account to his Twitter account from the Instagram application, via the "Sharing Configuration" chapter;
- The participant shall take an original photograph representing the announced topic;
- He shall then edit its publication on Instagram, with obligation to state the following in the "legend" field:
  - "#InstaVanguard"
- The participant activates the publication-sharing function on his Twitter account and validates the publication

Any participation that is incomplete, inexact or fails to comply with the above conditions (notably if the "#InstaVanguard" hashtag is missing from the publication legend) shall not be taken into account, thus rendering participation null and void.

## **Article 6: Validity conditions of a photograph**

This game is organised by the Promoter for amusement and participation purposes, with the aim of sharing original photographic creations among persons seemingly having a link with the Promoter and the universe of photography. Each participant agrees to the fact that the photographs published and shared in the context of the game are original creations, which do not infringe the rights of others, whoever they may be and for whatever reason. Each participant shall formally refrain from publishing or sharing, within the context of the game, any photograph that copies or uses an element protected under intellectual or industrial property law granted to a third party - or which includes the image of any person - without having received prior and certain consent thereof. Each participant shall also refrain from publishing or sharing any photograph with a pornographic, racist or xenophobe connotation, nor any photograph that is either denigrating or likely to infringe, in whatever manner, the image, the private life, the honour, the reputation and/or the consideration of any natural or legal person. In the context of the game, the Promoter expressly reserves the right to eliminate, without justification whatsoever, any photograph, whether in all or in part, considered not to comply with the aforementioned validity conditions or to possibly harm the Promoter image. Each photograph is published under the sole responsibility of the participant.

## **Article 7: Designation of winners**

The game shall end at the end of each game session. The photographs published by the participants in the context of the game shall be examined by one jury specially selected for the occasion. The jury shall be updated on the site over the course of the various sessions.

They shall make a selection of 10 pictures by choosing its preferred photograph from among all valid participant photographs. The jury shall designate the winner by ranking its preferred photographs from the selection of 10 pictures. The photograph with the highest ranking will win.

## **Article 8: Prizes**

The list of prizes shall be updated on the site over the course of the various sessions.

## **Article 9: Conditions for awarding prizes**

The winner shall be announced on the different Vanguard Twitter accounts. He shall be contacted by the promoter within the 7 day following the jury deliberations via a direct message [private] on Twitter, for the purpose of obtaining his full details (name, lastname, address, telephone number, email, date of birth), necessary for awarding the prize. Any winner who fails to respond within 7 days from the date on which the notification of his/her win is sent shall be deemed to have waived said win, and the prize shall be awarded to a new winner. The winner shall conform to the Rules and Regulations. In the event of a winner failing to fulfil the criteria of the present Rules and Regulations, his prize shall not be awarded and shall remain the property of the Promoter. On no account may the

prize be taken back or exchanged for its value in cash or for any other prize, nor may it be transferred to a third party. Nevertheless, in the case of force majeure or unforeseen circumstances, the Promoter reserves the right to substitute, at any time, the prize proposed with another prize of equivalent value. The prize may not give rise to dispute or claim, for whatever reason. The winner shall refrain from invoking the liability of the Promoter with regard to the prize, notably in terms of its delivery, its state and its quality.

## **Article 10: Communication of the winner and photographic rights**

In the context of communication and/or advertising campaigns concerning the present game, the Promoter may use, on any media of its choice, the surname, forename, address, photograph or testimony of the winner, without any financial participation being able to be claimed from the Promoter in this regard by the winner. Nevertheless, should the winner prefer that his names, address or photographs not be used within the aforementioned context, he may request such non-use in writing to the Promoter. Each participant agrees, on the assumption that he may be designated winner, to transfer the Promoter, free of charge, the exclusive use, worldwide and for a period of one (1) year, of all reproduction, representation and adaptation rights relating to the photograph used for his participation in the present game and selected by the jury, on any media for the purposes of any communication or campaign linked to the present game, and notably via publication on the Vanguard Website([www.vanguardworld.com](http://www.vanguardworld.com)) , or on the different Vanguard Facebook page. Hence, each participant declares and guarantees being the sole holder of the intellectual property rights on the photograph subject of his participation and, by consequence, being the sole person entitled to transfer the operating rights. He also declares and guarantees not having signed a contract with a third party likely to hinder publication of the photograph subject of his participation. On its part, the Promoter agrees to mention the name of the winner in exchange for any use of the photograph subject of his participation for which he has been designated as winner.

## **Article 11: Filing of rules**

Participants to this Game hereby accept these Rules in their entirety, as filed with the legal office of Bailiff Carlos CALVO, located at 65, Rue d'Eich., L-1461 Luxembourg; said Rules may be obtained upon simple request at the address of the legal office during the entire term of the Game.

## **Article 12: Refund of participation expenses**

A refund for postage related to the request for the Rules (applicable 2nd-class postage rate) may be obtained upon simple request at the address of the Promoter, after appending the relevant banking details (R.I.B., R.I.P, or R.I.C.E.).

No refund may be claimed for expenses related to the use of an Internet connection for the purpose of participating in the Game.

### **Article 13: Liabilities**

Participation entails the knowledge and acceptance of the characteristics and limitations of the Internet, the lack of protection against possible hacking or theft of certain data, and risks of infection by any virus which may be circulating over the network. The Promoter rejects any liability, whether direct or indirect, in the event of any misuse of, or incident related to, the use of the computer, the Internet access, the maintenance or malfunction of Games servers, the telephone line or any other technical connection, to the forwarding of forms to an incorrect or incomplete address.

It is the responsibility of each participant to take all suitable measures to protect his/her own data and/or software stored on his/her computer equipment against any attack. All personal connections to the site and all player participations in the Game shall be under the sole liability of the persons involved. The Promoter may not be held liable for the fraudulent use of connection rights or for the award of prizes to a participant, unless the existence of a significant error by the Promoter can be demonstrated.

The Promoter reserves the right to disqualify any participant who should alter the progress of registration to the Game and to cancel, shorten, modify, postpone, extend or suspend the Game, should in the Game's computer servers present any malfunction resulting, particularly, from bugs, alterations, unauthorized interventions, frauds, technical anomalies, or any other cause attributable due to a participant which would affect the administration, security, fairness, integrity or good progress of the Game. The Promoter shall do its best to grant access to the Game. The Promoter may, at any time, and particularly for technical, update, or maintenance reasons, suspend access to the site and to the Game. Under no circumstance shall the Promoter be held liable for such interruptions and their consequences. No indemnity may be claimed therefor.

Participants are informed that, when accessing the Game's Internet site, a cookie may be stored on the hard drives of their computers. This is a small computer file which allows their visits to the Game's Internet site to be recorded. Cookies serve to identify each participant, to allow them to access information more quickly by avoiding the need for them to re-enter it. Under no circumstance can they damage the data found on their computer. A participant may reject the registration of such a cookie, or may choose to be informed of the registration of said cookie on his/her hard drive, by configuring his/her browser software (participants are encouraged to refer to the terms of use of their navigators regarding this functionality). Once such a configuration has been carried out, participants still retain the ability of reaching the Game's Internet site and to participate in the Game.

Furthermore, under no circumstance shall the Promoter be held liable for any routing problem or loss of postal or electronic messages (particularly as regards the routing of awards). The winner shall lose any prize sent him/her by the Promoter should said prize remain unclaimed or be returned for any other reason by the postal service; such a prize would remain the property of the Promoter. The Promoter may not be held liable for the improper operation of the Internet network, nor for any delay, loss or damages resulting from postal and administration services.

## **Article 14: Intellectual, literary and artistic property rights**

All images used on the Game site, all objects represented thereon, all commercial brands and trade names mentioned, all graphic elements, computer data and databases comprising the Game site, are the sole property of their respective owners and may not be extracted, reproduced or used without the written authorization of said owners, under penalty of civil and/or criminal action. Any similarity of Game characters or elements with other fictional characters or other game elements currently in existence is merely accidental and neither the Promoter nor its service providers shall be held liable therefor.

## **Article 15: Assignment of jurisdiction; interpretation of the rules**

Participants are subject to Luxembourg laws applicable to games and contests, regardless of their country of residence within the European Union.

Participation in this Game entails the acceptance, without any reservation, (i) of these Rules and all of their stipulations; (ii) of the ethical rules applicable to the Internet (netiquette, charter of good conduct, etc....); and (iii) of applicable Luxembourg laws and regulations, and more particularly of the applicable provisions regarding games and lotteries. No telephonic or written communication regarding the interpretation or application of these Rules, the Game's mechanisms or modes, or the list of winners, shall be answered.

All challenge which may be raised concerning the interpretation of the Rules shall be decided by the Promoter. Should any challenge arise, it shall only be admissible if sent by recommended post with acknowledgement of receipt within 30 days of the Game's closing date. Except in the case of evident errors, it is agreed that the information resulting from the Promoter's Game systems shall have probative value in any dispute regarding Game-related connection elements and the processing of the aforementioned information. Prior to any legal proceedings related to or concerning these Rules (and more particularly their application or interpretation), the participants agree to seek an amicable resolution with the Promoter.

Any dispute which could not be resolved amicably shall be submitted to the courts having jurisdiction where the Promoter has its head offices, unless otherwise specified by applicable public law.