

EURAZEO

CONTESTANT ENTRY FORM

To be addressed between **July 5 and November 15, 2021** to:
Eurazeo – Photo Contest, 1 rue Georges Berger – 75017 PARIS
Email: concoursphotos@eurazeo.com

FIELDS MARKED WITH AN ASTERISK (*) ARE REQUIRED AND MUST BE TYPED

*CONTESTANT

Last name: First name: Age:

Address:

Postal code:..... City:

Telephone: Mobile :E-mail :

Do you exhibit your work in a gallery ?

Yes (If so, please complete the section below.) No

Do you have established and accepted rates?

Yes No

If so, average price of a photograph:

*CONTESTANT'S REPRESENTATIVE (AGENT, GALLERY, etc.)

Representative's first and last name:

Address:

Telephone: Mobile: E-mail:

AWARENESS OF THE CONTEST

How did you hear about the contest?

News articles advertising insert (indicate the publication):

Internet (specify site):.....

Cultural events/organizations:.....

Other:.....

CONTESTANT ENTRIES

(In accordance with the Contest Rules, only complete entries will be considered, the date of receipt will be the date of the postmark).

The contestant must submit a complete entry, the contents of which are set out in the Contest Rules and include:

- **10 photos** on the selected theme ("Tell us Stories"), unframed and unmounted (paper prints), A4, A3 or equivalent format, with a caption for each photo.
- **A short text presenting the submitted work** and including information on the techniques used.
- A **CV** (contact information, training, work carried out, exhibitions, additional comments) with a photo of the contestant
- A Wettransfer at concoursphotos@eurazeo.com including the photos in high-definition JPEG format (minimum 8 megapixels) and captions, along with a CV and the text presenting the work or
- **Completed and signed entry form.**
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The contestant must send the aforementioned items to the contest address provided (postage paid by the contestant). If the candidate wishes to recover his file after the contest, a stamped envelope must be attached.

*** CONTESTANT'S OBLIGATIONS**

- I agree to abide by the terms of the Contest Rules.
- I accept full responsibility for risks of damage, deterioration, loss or theft of the 10 photographs and the accompanying supporting material that I sent to "Grand Prix: A Photographer for Eurazeo" associated with any event that may arise during the successive phases of the selection process. I therefore waive the right to make any claim against Eurazeo on the basis of such events.
- If I am chosen as the winner, I agree to the presentation or reproduction of all or part of the photographs, supporting materials and other items that I sent to "Grand Prix: A Photographer for Eurazeo," especially in Eurazeo's communication regarding the "Grand Prix: A Photographer for Eurazeo" and assign, free of royalties, my reproduction, representation and usage rights for all or part of the photographs, supporting materials and other items that I sent to "Grand Prix: A Photographer for Eurazeo," in the conditions set out in Article 13 "Respect for the rights of third parties / Supporting Materials / Use of the winner's Photos" of the Contest Rules, for all uses provided for in this article.

I have read and I accept the contest rules and consent to the processing of my personal data in this context

Personal data is collected by Eurazeo in its role as organizer and is subject to computer processing in order to manage your participation in the contest, to communicate with you, manage communication with the winner, manage the allocation of the prize, use the winner's photos and meet legal and regulatory requirements that apply to the organizer. You have a right to access, rectify and delete data associated with you. You also have the option to object to the processing of your data, to request its limitation or portability and to set guidelines regarding the use of your data in the event of death. You may exercise these rights by contacting Eurazeo, "A photographer for Eurazeo" contest, 1 rue Georges Berger, 75017 PARIS. For more information about your rights, we invite you to refer to Article 11 of the Contest Rules.

***OBLIGATIONS OF THE CONTESTANT'S REPRESENTATIVE (IF APPLICABLE)**

- I hereby declare that I have the full capacity, power and authorizations necessary to represent the contestant in the contest, to disclose and/or provide Eurazeo with the photographs for the contest and to assume, in the name and on behalf of the contestant, all commitments and obligations contained in the Contest Rules. In this regard, I indemnify Eurazeo against any action or claim whatsoever on the part of contestant.
- I certify that the contestant's participation does not violate any contract, contractual clause or obligation binding the contestant, and indemnify Eurazeo against any and all third-party claims in this regard.
- In the event that my contestant's entry is selected, I agree not to impede the proper functioning of the contest as described in the Contest Rules, the successive selection phases, and the proper execution by the contestant of his or her obligations and commitments under the Contest Rules.
- I accept, on behalf of myself and the contestant I represent, that all risks of damage, deterioration, loss or theft of the 10 photographs and the accompanying supporting material sent to "Grand Prix: A Photographer for Eurazeo" associated with events that may arise during any of the successive selection phases shall be borne by the contestant. I thus waive the right to any direct or indirect claim against Eurazeo on the basis of these events.
- If the contestant is selected as the winner, I accept, on behalf of myself and the contestant I represent, that all or part of the photographs, supporting materials and other items sent to "Grand Prix: A Photographer for Eurazeo" may be presented and reproduced, especially in Eurazeo's communication regarding the "Grand Prix: A Photographer for Eurazeo." I confirm that I have the capacity to assign, free of royalties, in the name and on behalf of the contestant, the reproduction, representation and usage rights that he or she holds on all or part of the photographs, supporting materials and other items sent to "Grand Prix: A Photographer for Eurazeo" under the conditions set out in Article 13 "Respect for the rights of third parties / Supporting Materials / Use of the winner's Photos" of the Contest Rules for all uses provided for in this article.
- I confirm that the contestant I represent has been duly informed of the terms and scope of the assignment of rights under Article 13 of the Contest Rules should the contestant be selected as the winner, and that I have the capacity to assume this commitment in the name and on behalf of the contestant. I therefore indemnify Eurazeo against any action or claim whatsoever on the part of contestant.

I have read and I accept, both in my name and on behalf of the candidate, the contest rules, consent to the processing of my personal data and confirm that I have obtained the candidate's explicit consent to the processing of his/her personal data in this context.

Personal data is collected by Eurazeo in its role as organizer and is subject to computer processing in order to manage your involvement as a representative of the contestant, to communicate with you, manage communication with the candidates and the winner, manage the allocation of the prize, use the winner's photos and meet legal and regulatory requirements that apply to the organizer. You have a right to access, rectify and delete the data associated with you. You also have the option to object to the processing of your data, to request its limitation or portability and to set guidelines regarding the use of your data in the event of death. You may exercise these rights by contacting Eurazeo, "A photographer for Eurazeo" contest, 1 rue Georges Berger, 75017 PARIS. For more information about your rights, we invite you to refer to Article 11 of the Contest Rules.

*Date sent to "Grand Prix: A Photographer for Eurazeo":

*Signed in (city).....

*Signed in (city)

*On

*On

* Contestant's signature
preceded by the words "read and approved"

* Representative's signature (if applicable)
preceded by the words "read and approved"

The Contest Rules are available on www.eurazeo.com and upon request at (+33) 01.44.15.01.11.

A Photographer for Eurazeo" Contest **CONTEST RULES**

ARTICLE 1 - Organization

Eurazeo, a Société européenne (European company) with a Management Board and a Supervisory Board, with share capital of €237,994,213 whose head office is located 1 rue Georges Berger, 75017, Paris, registered with the Trade and Companies Register of Paris under number 692030992 (hereinafter referred to as "the Sponsor"), is organizing a contest, "A Photographer for Eurazeo" (hereinafter, "the Contest"), from July 6, 2021 to November 15, 2021 to reward the work of a photographer on a given theme.

ARTICLE 2 – Participation

2.1 The Contest is open to:

- professional photographers affiliated with the Association *Pour la Gestion et la Sécurité Sociale des Auteurs* (hereinafter, "AGESSA"); or the Maison des Artistes;
- professional photojournalists with a press pass;
- professional photographers recognized as such by a commercial or editorial contract;
- students in photography school;
- photographers' assistants who can justify this status.

2.2 Persons who fail to meet these requirements or refuse to provide proof that these conditions are met will be refused entry to the Contest and will be ineligible for the Prize.

2.3 The Contest is advertised on www.eurazeo.com (hereinafter, "the Site"), the social networks, via press releases in art and photography magazines distributed in France, as well as through posters in cultural establishments, festivals and photography schools in France. The Contest may also be communicated via partner networks, (site, blog and mailing list).

2.4 Participation in the Contest is limited to one (1) application per contestant (same first and last name, same address, a single e-mail address per household).

2.5 Participation in the Contest implies express and unconditional acceptance of all terms set out in these rules as well as the laws and regulations in force and applicable to contests in France. Any breach of these rules will result in the contestant's disqualification.

A written copy of the rules, also available on the Website, will be sent to any person who so requests by sending a letter to the following address (postage paid by the requester):

Société Eurazeo
Concours « Un photographe pour Eurazeo »,
1 rue Georges Berger
75017 PARIS

ARTICLE 3 - Principle of the Contest

The Contest involves producing ten (10) photographs (hereinafter, "the Photos") on the theme decided for 2021: "Tell us stories"

Participation details:

Contestants must submit 10 Photos on the abovementioned subject. They will be presented both on paper (A4, A3 or equivalent format) and by WETRANSFER, with a caption or title for each Photo (hereinafter, "the Caption(s)."

Those who wish to enter the Contest must complete the entry form available on the Site as of July 6, 2021, in accordance with the following procedure:

1. Print the Photos on A4 or A3 format paper (unframed and unmounted);
2. Provide a Caption for each Photo in addition to a short presentation of the 10 Photos submitted (hereinafter, "the Text") including information on the techniques used;
3. Prepare a CV that includes, where possible, the following information on the contestant:
 - contact information (first and last name, age, mailing address, e-mail, postal code, city, telephone number);
 - type of training completed;
 - work carried out;
 - exhibitions held;
4. By sharing your files via wetransfer @ **concoursphotos@eurazeo.com**:
 - the Photos in high-quality JPEG format (minimum 8 megapixels);
 - if possible, the Captions and Texts;
 - the contestant's CV.

Items 1 through 4 above (the printed Photos, Legends, Text, CV) together constitute the "Supporting Materials."

5. Print and fill out the contestant form clearly and legibly. All fields marked with an asterisk are mandatory (first and last name, age, mailing address, e-mail, postal code, city, telephone number, theme chosen, and signature), as is checking the box "I have read and accept the rules of the Contest."
6. Send the Supporting Materials and form by registered mail with return receipt requested, postmarked before November 15, 2021, to the following address, date as postmarked (postage paid by the contestant):

Eurazeo
"A Photographer for Eurazeo" Contest
1 rue Georges Berger
75017 PARIS

All information requested on the entry form must be filled in clearly to enter the Contest. All incomplete, illegible or incorrect forms, as well as those postmarked after November 15, 2021, will be considered invalid.

Contestant entries will not be accepted if they are incomplete, incorrect, do not comply with these rules or if they infringe or may infringe the rights of third parties.

Selecting the winner:

The winner will be announced after all entries received are screened to ensure that they contain all documents and information required in Article 3 and that contestants fulfill the participation requirements set out in Article 2.

Photos of the preselected applications will be submitted to the vote of a jury composed of photography professionals and Eurazeo representatives (hereinafter the "Jury"):

The Jury shall have deliberated and designated the winner before December 31, 2021.

The winner will be notified by mail at the address indicated on the entry form within seven (7) working days of the jury's deliberation.

The criteria taken into account when selecting a winner include:

- how well the Photos correspond to the theme of the Contest, and their suitability for use in the Eurazeo registration document and annual activity report;
- the consistency of the approach taken in the series of Photos;
- the originality of the Photos, Captions and Texts;
- the creativity of the Photos, Captions and Texts.

The Jury's decision as to a winner is final; no appeals will be accepted. The Jury may decide not to award the Prize if it considers that the entries submitted to it do not justify its attribution.

To avoid disqualification, the contestant's Photos should not:

- be unrelated to the theme of the Contest;
- contain violent or pornographic images and/or more generally include elements that are prohibited or contrary to public order or morality;
- represent sets, components, objects and/or places that are protected, especially by proprietary rights of third parties (including sculptures, buildings, etc.);
- represent the likeness or private life of celebrities, without prejudice to the general obligations set out in Article 13 of these rules.

Contestants who submit Photos that constitute, in whole or in part, plagiarism, copies, or reproductions of existing works will be disqualified from the Contest and may be held liable under the terms of Article 13 of these rules.

ARTICLE 4 - Prize

The winner will receive a check in the amount of ten thousand euros including Value Added Tax (€10,000 incl. VAT) at an awards ceremony to be organized by Eurazeo during the first semester of 2022 (hereinafter, "the Prize").

In addition to the Prize awarded the winner, and to support the artist's work, an exhibit of the winner's Photos may be held. The winner agrees to provide assistance, free of charge, at the Sponsor's request.

Adherence to these rules constitutes acceptance by the contestants of the Sponsor's right to allocate, at its discretion, in addition to the Prize granted to the winner, a budget of up to €8,000 to:

- 1) finance, if necessary, the printing of the photos selected for the exhibition
- 2) acquire three to four of the winner's works at Eurazeo's discretion (from the exhibition photos) to add to its collection, which already includes the work of Sebastiao Salgado, Georges Rouse, Michael Kenna, etc.

ARTICLE 5 - Receipt of the Prize

The Sponsor cannot be held responsible for mail sent to an incorrect address due to the negligence of the winner and/or in the event of non-receipt of the winner's letter confirming acceptance of the Prize.

If the winner does not wish to receive the Prize for any reason whatsoever or does not claim his or her Prize in the manner and within the timeframe prescribed above, the Sponsor shall be free to recover the Prize and use it as it sees fit.

In so far as possible, the winner shall receive the Prize in person at the ceremony that will take place in 2022. In the winner's absence, the Prize will be sent by any appropriate means to the mailing address indicated on the contestant entry form within fifteen (15) days of the awards ceremony defined in the preceding paragraph.

The winner may not initiate any dispute over the awarding of the Prize. The Prize may not be modified, replaced or exchanged for any reason whatsoever.

Any incomplete or inexact contact information listed on the contestant entry form will be considered void and prevent reception of the Prize.

The Prize may not be exchanged against other goods or services. The winner will be awarded only one Prize.

ARTICLE 6 - Advertising and reference to the winner

In accepting the Prize, the winner authorizes the Sponsor to directly or indirectly mention and use his or her first name, last name, city of residence and occupation, in addition to the photograph on his or her CV, in whole or in part, in any advertising or promotional materials and via all forms of media, including publications, brochures and texts of any kind whatsoever, in print or electronic form, in connection with the Contest or referring to the Contest, in mainland France or abroad, without royalties, rights or benefits other than the Prize, for the entire authorized duration of use of the Photos, as set out in Article 13.3 of these rules.

ARTICLE 7 - Authorization

Contestants authorize the Sponsor to carry out all necessary verifications of their identity and residence. Any misrepresentation will automatically disqualify the contestant from the Contest.

ARTICLE 8 - Filing of the rules

These rules are filed with Maître Bouvet at Huissiers de Justice Associés – 354, rue Saint-Honoré – 75001 Paris. They will also be available on the Site.

ARTICLE 9 - Amendments to the rules

The Sponsor reserves the right to cancel, postpone, extend, shorten or partially or totally modify the Contest if circumstances so require or for any other reason, without having to justify its decision and without incurring liability in any form whatsoever.

The rules will be amended for each change made to the Contest. Amendments will be filed along with these rules with the bailiff cited in Article 8 above and will also be available on the Site.

ARTICLE 11 - Processing of personal data as implemented by the Organizer

As part of organizing this contest, the Organizer is required to collect and process personal data about the Participants. If you fail to provide all the information requested in the application form and marked with an asterisk, your participation in the contest shall not be accepted.

In this context, the Organizer is required to implement a processing of personal data, in compliance with applicable regulations, for the sole purpose of participation in the contest, communication with participants and the winner, management of the winner, allocation of the prize, use of the winner's Photos and to meet the legal and regulatory obligations that apply to the Organizer.

The processing implemented in this context relies on the Participants' consent to participate in the contest. Each Participant may withdraw his/her consent at any time, with it being specified that the withdrawal of consent shall not affect the lawfulness of any processing performed by the Organizer prior to withdrawal of this consent but that this withdrawal shall then result in the Participant's withdrawal from participation in the contest. Once the winner has been selected, the processing of his/her personal data shall be based on the execution of the contract binding the winner to the Organizer, which consists of acceptance of the Prize as more fully described in Article 6 above.

The participants' personal data that is collected and processed in this context shall be kept for the duration of the contest for the sole needs of the contest and during the applicable limitation period, except for the winner's data, which shall be kept for a reasonable amount of time as required to achieve the purposes set out above.

Data that is collected and processed in this context may be provided to third-party service providers, acting as data processors within the meaning of the applicable regulations, in particular to provide hosting, storage, analysis, communication, data processing, database management or computer maintenance.

These service providers act only on the Organizer's instruction and shall have access to the Participants' personal data only as necessary to perform these services and shall be held to the same obligations of security and confidentiality as the Organizer.

In accordance with applicable law, Participants have a right to access, rectify and delete their personal data, a right to limit processing, as well as a right to oppose the processing of data that pertains to them. Participants also have the right to send the Organizer special instructions regarding the use of their personal data after their death. To exercise these rights, Participants may send a request by mail to: Eurazeo, "A photographer for Eurazeo" contest, 1 rue Georges Berger, 75017 PARIS.

Finally, Participants may lodge a complaint with the authority for the protection of personal data

ARTICLE 12 - Liability

12.1 The responsibility of the Sponsor is strictly limited to the delivery of the Prize effectively and legitimately won.

12.2 The Sponsor assumes no responsibility for any malfunction of the Internet, telephone lines, or receiving equipment that prevents proper conduct of the Contest.

The Sponsor may cancel all or part of the Contest if it appears that fraud has taken place in any form whatsoever in connection with contestants or in the determination of the winner. The Sponsor reserves the right to not award the Prize to contestants engaging in fraudulent tactics and/or to prosecute the perpetrators of such fraud before the competent jurisdictions.

12.3 The Sponsor shall under no circumstances be held liable in the event of delivery problems or loss of postal or electronic mail.

The Sponsor shall not be held liable for any delay, loss or damage resulting from postal and management services.

12.4 The Sponsor shall not be held liable for any incidents that may arise from the use of the Prize awarded.

12.5 The Sponsor reserves the right to shorten, extend, modify or cancel the Contest in the event of *force majeure* or if external circumstances so require, without incurring liability.

ARTICLE 13 Respect for the rights of third parties / Supporting Materials / Use of the winner's Photos

13.1 Contestants are required to comply with the legal and regulatory provisions in force. It is therefore incumbent upon them to ensure that the Photos and Supporting Materials do not constitute an infringement of third party intellectual property rights or image rights, a violation of individuals' rights or respect for their privacy, a threat to public order or morality, or an infringement of any other right of a third party. By the same token, it is also contestants' responsibility to ensure that their Captions and Texts neither constitute an infringement of the intellectual property rights of a third party (particularly copyright) nor violate any other third-party rights.

Each contestant represents and acknowledges that he or she is the sole and exclusive author of his or her Photos, Captions and Texts, and indemnifies the Sponsor against any third-party claim relating to the authorship of these items or Support Materials.

Contestants also represent and acknowledge that the Photos, Captions and Texts submitted to the Contest are original, unpublished (reproductions of existing work are prohibited), that they do not infringe any of the aforementioned rights and that the contestant owns all rights of use attached to these Photos, Captions, and Texts. Contestants indemnify the Sponsor against any third-party claim in this regard.

If and when necessary, contestants are solely responsible for obtaining authorizations from third parties who were directly or indirectly involved in creating the Photos, Captions and Texts and/or who consider themselves in possession of any enforceable right. Contestants shall bear any potential payments resulting from such claims.

The Sponsor shall not be held liable for the violation of any of the abovementioned rights. The Sponsor reserves the right to conduct any and all verifications necessary for the application of this article.

13.2 Contestants acknowledge that participating in the Contest implies the free transfer to the Sponsor of the physical property rights associated with the Supporting Materials, without prejudice to the intellectual property rights associated with the content. No Supporting Materials will be returned to contestants. The Sponsor assumes no liability for the loss, damage or theft of Supporting Materials that are transmitted to it and remain in its possession.

13.3 Use of the winner's Photos, Captions and Texts

In accepting the Prize, the winner authorizes the Sponsor to reproduce, represent, translate, adapt, communicate to the public and use all or part of his or her Photos, Captions and Texts free of charge, at the Sponsor's discretion, directly or indirectly, worldwide, in any format or via any media, by any and all technical means, and in as many copies as it sees fit, for whatever purpose or audience, but only in the context of the following uses:

- (i) Communication on the Contest, including promotional and marketing communication referring to the Contest, created directly or indirectly by the Sponsor, on any and all types of media, including but not limited to the Site, promotional or other types of documents, flyers, press releases, displays, etc.;
- (ii) Financial and corporate communication carried out directly or indirectly by the Sponsor, on any media whatsoever in all the documents, reports, studies, internet sites, shareholder's letters or any other similar media for the 2021/2022 fiscal year;
- (iii) Communication carried out directly or indirectly by the Sponsor, on any media and in any manner whatsoever, on the Eurazeo photo collection, including in the publishing of catalogues not intended for commercial sale.

With the exception of the transfer provided for in Article 13.3(ii) on use of the Photos, Captions and Texts in the Sponsor's financial, corporate and institutional communication, which is limited to the years 2021 and 2022, the transfer of usage rights provided for in Article 13.3 (for the uses referred to in (i), (iii) and the paragraph below) is valid for the entire duration of the copyright protection under both French and foreign law and international conventions, including future extensions.

The Sponsor is also authorized to exhibit, reproduce, represent and communicate (i) the winner's Photos, Captions and Texts, (ii) prints acquired in accordance with Article 4 and (iii) the winner's work or Photos that may be exhibited in accordance with Article 4, in any space, public or otherwise, and by all means and techniques presently known or unknown, for whatever purpose of reproduction, representation or public communication (commercial, free, advertising, promotional or other). The costs associated with exhibiting the winner's work are borne by the Sponsor.

The winner indemnifies the Sponsor against all claims or disputes that may arise in any form whatsoever with third-parties, in connection with the exercise of the rights herein transferred and with the guarantees and commitments made under these rules or those which would lead the Sponsor to owe any sum or compensation.

Within the limits of the above defined use, the winner shall be solely responsible for obtaining, where necessary and on behalf of the Sponsor, authorization from any natural persons appearing in the Photos to use their image, likeness or other aspect of their identity royalty free for the duration and uses set out above.

The Sponsor undertakes to include credit to the author in all publication of the winner's Photos to the extent possible and in accordance with the provisions of Article L.121-1 of the French Intellectual Property Code and customs in force.

13.4 Other use

The winner shall be free to use the Photos, Captions, and Texts in his or her own personal communication or exhibitions provided that they do not compete with the potential exhibitions that may be organized by the Sponsor. The winner nevertheless undertakes to mention the Prize awarded to him or her by the Sponsor and to mention the latter.

Any commercial use of the Photos and/or similar photos taken by the winner on the same theme (hereinafter, "Similar Photos") must not undermine the reputation of the Sponsor or prejudice the Sponsor in any way, especially its image.

The winner undertakes to not authorize third parties to use, reproduce or exploit the Photos and/or Similar Photos in a way that may adversely affect or damage the reputation or cause any harm to the Sponsor or its image for the entire legal term of the copyright protection afforded it under French and foreign law and international conventions, including future extensions.

Any use of the winner's Photos, Captions and Texts that is not provided for in Article 13.3 or in the context of the above rules shall be subject to a contract for the assignment of rights between the winner and the Sponsor.

13.5 Reports/interviews involving the winner and Jury

The Sponsor reserves the right to conduct or commission photographic reports and/or interviews involving the winner and Jury.

In the event that the Sponsor conducts reports and/or interviews involving the winner and Jury, the latter authorize the Sponsor to use, in whole or in part, without royalties:

- all potential reports representing the winner and Jury;
- any interviews of the winner and Jury;
- their first names, last names and images;
- items taken from their CVs;

for the entire duration of the rights transfer provided for in Article 13.3, in all forms and via all media presently known and unknown.

Under all circumstances, the Sponsor remains entirely free to use or not use the reports and/or interviews involving the winner and Jury that it has written/conducted under the aforementioned conditions, including any photographs the Sponsor may have taken of the winner.

ARTICLE 14 - Governing law and jurisdiction

14.1 These rules are subject to French law. Contestants are therefore subject to French regulations applicable to contests.

14.2 French shall be the governing language of these rules. In case of discrepancies between the French version and translations in other languages, the French text will prevail.

14.3 All claims or challenges concerning the Contest must be addressed to the Sponsor within two months after the end of the Contest (date as per postmark).

14.4 Any dispute arising in connection with the Contest that cannot be settled amicably shall be submitted to the courts of Paris, subject to applicable law.