

OFFICIAL RULES

PROJECT

“LIVING THE ITALIAN WAY... YOUR OWN WAY!”

1. THE CLIENT

The client promoting the project “*Living the Italian way... your own way!*” (hereinafter the “**Project**”) is the Italian Ministry of Foreign Affairs and International Cooperation (hereinafter the “**Client**”).

2. PROJECT MANAGER

The Company in charge of the fulfillment of the technical and administrative formalities related to the Project is Zooppa Europe S.r.l., based in Roncade (TV), via Sile 41, tax code 04127990267 (hereinafter “**Project Manager**”).

3. TIMING

December, the 13th (3:00 pm CET) – February, ~~the 12th~~ the 26th 2019 (3:00 pm CET).

4. USERS

Users who signed up on the portal <http://community.zooppa.com> (hereinafter the “**Site**”) before or during the Project, and who provided all required personal information, and/or those who used *Facebook Connect*, are eligible to participate in the project IF the information provided was correct and the registration was confirmed via the manner provided by the Website (the “**Registration**”).

Users who participate in the project must complete the required information in the online application form: username, telephone number, e-mail (The “**Participating Users**”).

Collaborators and / or employees and / or directors of the Client and / or of Zooppa are not allowed to participate in the Project. People who complete the registration with incorrect or incomplete information will not be permitted to participate in the project.

5. HOW IT WORKS

The Users, by accessing the Site, will be able to join the project and upload one or more video proposals related to the “Vivere all’italiana” (*Living the Italian way*) concept (hereinafter, the “**Video**”) in accordance with the technical and content requirements listed below.

The Project is related to the production of a Video (lasting between :40 seconds to 2 minutes) showing personal interpretations of the concept “Living the Italian way” - with the methods and tools deemed most useful and suitable for the purposes - created by the Participating User according to the following methods:

- Target: broad and international
- Video length: between 40 seconds and 120 seconds
- Language: English is preferred, but any other language will be allowed, with English subtitles.
- Endframe: Close the video with the available frames that you can find in the Materials tab
- Music: only original tracks or those acquired with a regular license for commercial use are allowed
- The release must be provided for each recognizable person in the video. The Release Form is available on the Site.
- The documentation that proves the legality and regularity of the video must be uploaded together with the video on the platform.
- Stock video materials are admitted (but may not make up more than 20% of the video) with appropriate licensing for commercial use.
- It is not possible to participate with videos that have been already used and are public; but it is allowed to use personal archive materials to create new contents.

Submissions will be sent to Zooppa during the Project by accessing the page <http://community.zooppa.com/en-us/preview/vivere-all-italiana>, following this technical requirements: *.mp4* or *.mov* format, 16:9 or 9:16 aspect ratio, 2 minutes maximum length.

In the case that the Client deems content off topic for any reason, not in line with the Project itself, contrary to morality and/or public morals, and/or if content is not in respect of these Regulations, the User will not be permitted to take part in the Project (“**Non-compliant Videos**”).

Users should not use any third party animated 2D or 3D content. Only animated templates and motion graphics created by the User will be allowed.

The User who previously sent Not Compliant Videos, can join the Project sending a new video according to the terms and conditions set out in this document.

All Users who have taken part in the Project by uploading eligible content that followed the terms and conditions will be included in the final list of submitters, and therefore are in the running for the finalist selection (the "*List of Participants*").

Note: By entering the Project in accordance with the procedure referred to in this Article 5, the Selected Users agree to the terms and conditions of the Project set out in this document.

6. SELECTION

Among all the Videos received, the Company will identify at his own discretion a selection of Videos that will be shared on the Company Facebook page during the Project, for the sole purpose of involving the public in the initiative and evaluating the appreciation with reference to Videos. It is understood that the winning Videos will not be selected on the basis of users' appreciation on Facebook. The Company will identify the winning Videos at his sole discretion. Also, the Videos that the Company may decide to publish on Facebook will not in any case represent an anticipation of the results of the Project. The eventual selection of one or the Videos shared on the Company's Facebook page will represent an entirely fortuitous event.

Within 3 weeks of the closure of the Project, the Client will make a selection of the Videos received during the Project and will identify, at its sole discretion, the winners of the Project (the "*Selected Videos*").

Users whose Videos will be selected as the "Selected Videos" will receive, within 90 days, a total remuneration of Euros 15,000.00, which will be divided as specified below:

1st place: € 6,000

2nd place: € 3,500

3rd place: € 2,500

4th place: € 1,500

5th place: € 1,000

6th place: € 500

The awards are intended as payments for the work done for the development of the Selected Videos (the "*Compensations*").

The Compensations will be assigned in the period specified above to the Selected Users, only after:

- (i) the verification of their personal data, and

(ii) the delivery of the documentation attesting to the legality of the Selected Video. The required documents are available on the Site.

All fees and taxes whose application is connected, directly or indirectly, to the payment of the Compensations shall be deemed the sole responsibility of the Selected Users. The personal data given by Users at the time of registration will be verified by Zooppa throughout the duration of the Project. In this sense, Zooppa may request a copy of ID documents to Participating Users.

7. COMMUNICATION

The Project, the rules for its implementation, together with these terms and conditions and information relating to the processing of personal data (*Privacy Policy*), will be announced and published by Zooppa on the Site for the duration and until the conclusion of the Project.

8. WARRANTY AND LIABILITY OF THE CLIENT

The Client does not guarantee the operation and contents of the Site and the Contest, as well as the features related to the use of the Internet.

9. DISCLAIMER

Participating Users are responsible for the content of their Videos and guarantee to be the owners of and to claim all the related rights of use.

The Participating User also undertakes to deliver, without delay and without objection, to Zooppa and to the Client, in case of an express request, all the releases, documents and any other document in any way linked to the Video.

The Client and Zooppa are in no way responsible towards third parties for the content of the Videos.

The User undertakes as of now to indemnify and hold harmless the Client and Zooppa from any claims, including claims for damages, which could be extended for any reason by third parties in connection with the Video.

In this regard, the Client and Zooppa will not be held in any way responsible for the use that third parties may make of the Videos.

10. VIDEO LICENSES

The Participating User grants Zooppa and the Client a non-exclusive, permanent, irrevocable and worldwide license (the "*License*") to publish, reproduce, display, perform, distribute, adapt, edit, modify, translate, create derivative works based on it, as well as use and sublicense the Videos, or parts thereof, in any way, form, medium or technology already known or developed later. Without limiting the foregoing, this grant includes the right to make editorial reviews of the Videos, to use and publish the Videos in any way and form, including electronic, on the Site or by other means of communication, available now or created here in advance; to use the Videos for commercial purposes; to reproduce and distribute the Videos for marketing and advertising purposes.

The Participating Users whose Videos have been selected as Selected Videos and have, for this reason, received the consideration referred to in Article 6 above, grant the Client an exclusive, permanent, irrevocable and worldwide license to publish, reproduce, exhibit, perform, distribute, adapt, correct, modify, translate, create derivative works based on it, as well as use and sub-license the Selected Videos, with reference to online channels (the "Online Channels") and offline channels (the "Offline Channels"), defined as events, conferences and presentations. It is also permitted the use in the context of TV programs, for the purposes solely of promotion of the Project.

The Participating Users whose whose videos were not selected as Selected Videos, grant the Client a licence that is perpetual, royalty-free, non-exclusive and without any territorial limitation, for use through Online Channels, after quoting the credits of the authors.

11. MISCELLANEOUS

Participation in the Project is free. The costs of connecting to the Internet, which are charged to the Participating Users, will not suffer any additional cost as a function of the Site registration and participation in this Project.

This Project is in no case a prize event pursuant to Article. 6 of DPR. 430/2001 Italian Law regulation.

Participation in the Project is governed by these Terms of Use which constitute an agreement between each user, the Client and Zooppa.

Zooppa and the Client reserve the right to make changes to these terms of use at any time, informing Participating Users through the platform. Participating Users agree not to access restricted areas through the Registration if it is not the true and lawful owner thereof.

The Participating User is required to use the Site and the Project in timely and constant compliance with the law, public order and morality and according to these Terms of Use. After the registration to the website, the user undertakes to use the User profile legitimately and correctly.

It is forbidden for the Participating User to copy the contents of the Site, other than for strictly personal uses and, in any case, for commercial purposes, without prejudice to the provisions of copyright and / or industrial law.

Zooppa assumes no responsibility for any interruption and / or suspension of the service provided and / or other limitation of the usability of the service, for technical problems generated by factors or circumstances outside of its own control. Zooppa is not responsible for any use of this website made in violation of the law or public order, or in contravention of the provisions of these terms of use.

The Web site is protected by current laws concerning copyright in Italy.

12. PRIVACY

Personal data processing of Users who participate in the Project is governed by the notice contained in Annex A to these Regulations.

Signature for approval

Signature for specific approval of Rules 9, 10, 11

ANNEX A - NOTICE ON PERSONAL DATA PROCESSING

1. Data controller

The data controller is Zooppa Europe S.r.l., with registered office in Via Sile, 41, 31056, Roncade (TV), VAT number 04127990267 (the *Data controller*).

2. Categories of personal data

Participation in the Project requires the Participant to provide the following information: username, name, surname, address, telephone number and e-mail (the *Data*).

Data also include any personal data contained in the documentation (e.g. disclaimers, statements, material, etc.) that the Participant will be required to provide for participation in the Project.

3. Purpose and legal basis of the processing

3.1 Participation in the Project

Data will be processed for the purposes of collection, organisation and diligent retention of the documentation regarding the participation in the Project, as well as for sending communications related to the Project itself. The provision of Data is a necessary requirement for participation in the Project. Any refusal will make it impossible to participate in the Project.

The legal basis for Data processing is the execution of a contract, which is executed by the data subject as a party.

3.2 Surveys and feedback

The Data controller may carry out surveys and/or request feedback in relation to the Project, to assess the latter and/or to improve the experience provided to the user.

The legal basis for this processing is the legitimate interest of the Data controller to improve its own digital services, especially in relation to the use of the Project.

4. Processing methods.

Data will be processed by employees and/or collaborators of the Data controller, specifically designated as authorised to process or as external data processors, whose names are available upon request to the Data controller.

The Data controller, and the third parties of which the same makes use, shall process Data through manual, electronic, or otherwise automated processing, according to logics strictly linked to the purposes and in any way aimed at ensuring the security and confidentiality of Data.

5. Disclosure (recipients) of Data.

Data may be disclosed to third parties only when necessary for the performance of the activities related to the Project.

The third parties who are the recipients of Data, independent data controllers or duly designated as data processors, belong to categories including:

- a) subjects who perform, on behalf of or in favour of the Data controller, tasks of a technical and organisational nature or professional assistance/advice;
- b) the Client of the Project, as independent data controller, if necessary for awarding prizes or in any case for reasons linked to the Project.

The complete list of Data processors is kept at the headquarters of the Data controller and can be consulted upon request to be sent to the addresses indicated in article 10 below.

6. Retention period

With reference to Data processing referred to in point 3.1 (participation in the Project), Data will be kept for the period of time strictly necessary for the Project, and in particular for 24 months from the date of collection, subject to special legal and/or administrative requirements.

With reference to Data processing referred to in point 3.2 (surveys and feedback), Data will be kept for the period of time not exceeding 12 months from the date of collection.

7. Place of data processing

Data processing takes place via servers and/or physical archives located exclusively within the European Union. The same Data will be processed by the Data controller's staff, who will have received the necessary instructions and authorisations for personal data processing. The Data controller does not transfer any data outside the European Union.

8. Data disclosure.

Data will not be disclosed.

9. Rights of the data subject

Each Participant may, at any time, (i) obtain confirmation of the existence or absence of personal data concerning him/her; (ii) know the purposes of the processing, recipients, retention period; (iii) obtain the correction or deletion or, where applicable, the limitation of processing; (iv) object the processing; (v) where applicable, receive the personal data provided to the Data controller, including the photograph, in a structured format, commonly used and machine-readable, and transmit these data to another data controller without impediments from the Data controller; (vi) file a complaint to the Authority for the protection of personal data.

The Participant has the right at any time to withdraw the consent previously given with reference to the Photograph, without prejudice to the lawfulness of the processing carried out prior to the withdrawal.

10. Contacts of the Data controller

In order to exercise the rights, it is always possible to contact the Data controller at the following addresses:

- e-mail: zooppa.ita@zooppa.com
- Address: via Sile, 41 – Roncade (TREVISO).