

CONTEST RULES

NIKON FILM FESTIVAL – 11th edition

From 4 November 2020 to 30 April 2021 inclusive

ARTICLE 1: CONTEST ORGANISER, DATES AND THEME

Nikon France SAS, with a share capital of €3,792,717, whose head office is located at 191 rue du Marché Rollay – 94504 Champigny-sur-Marne (“Organiser”), registered with the Créteil Trade and Companies Registry under number 337554968, is holding an HD video creation **contest, free of charge with no purchase necessary**, from 4 November 2020 to 30 April 2021 called Nikon Film Festival, via the website www.festivalnikon.fr (“Site”) and promoted on the main community platforms (“Contest”).

The theme of this year’s Contest is “**A GAME...** in 2 minutes and 20 seconds”.

ARTICLE 2: PURPOSE AND REGISTRATION

2.1 By participating in the Contest, you expressly agree without reservation to these Contest rules and all their provisions, current online ethics rules (netiquette, charter of good conduct, etc.), as well as all laws and regulations applicable in France. The Organiser will settle any dispute concerning their interpretation without appeal.

2.2 **This Contest is open to all individuals in metropolitan France or any other country.** Individuals involved in organising the Contest as well as their family members are not eligible to participate. This includes Nikon employees and any other person directly involved in organising the Contest.

Minors must obtain permission from a parent or guardian to enter the Contest. The Organiser may require written parental consent before awarding the prize. The Organiser reserves the right to terminate any account held by a minor who fails to provide parental consent within the required time period.

2.3 Entrants must register on the Site. **Registrations will be accepted from 4 November 2020 to 17 February 2021 at 12:00 p.m. without interruption.** The time that the registration is received on the computer server used for the Contest and hosted by the service provider selected by the Organiser will prevail. No other means of entry (for example by post) are accepted.

2.4 Entrants are informed and agree that the information entered in the registration form is proof of their identity. Information entered by Entrants is binding as soon as it is confirmed. The Organiser reserves the right to check the accuracy of data provided by Entrants.

Entrants agree to complete the registration form provided and to submit truthful, accurate information to the Organiser. Entrants must complete all required input fields.

Any inaccurate, incorrect or untruthful entries to the Contest or entries in violation of the Contest rules will be cancelled.

ARTICLE 3: SUBMISSION GUIDELINES

3.1 **Each Entrant (main director) is identified by their first name, surname and address.**

Each director can upload as many videos as they would like, as long as they are related to the theme of “A GAME”. To guarantee that the works submitted are recent, the first broadcast or streaming of the video on any platform must not be earlier than 1 January 2019.

The length of the video must be between 120 and 140 seconds including credits. As video players used to show films sometimes round length up to the next second, an additional second will be tolerated.

Videos submitted must be in High Definition, with minimum resolution of 1080 pixels (1920x1080p).

For playing films, the Organiser also recommends a frame rate of 24 PsF and the following codecs:

- **ProRes HD HQ 422 or 4444 or XQ files in.mov format**
- **DNX HR files in.mxf format**
- **TIFF or DPX image sequences**

A French version or version subtitled in French of the work must be submitted to be eligible for the following awards and prizes: Grand Jury Prize, Media Award, Best Director, Best Photography, Best Actress, Best Actor, Best Sound, Best Student Film and Audience Award.

An English version or version subtitled in English of the work must be submitted to be eligible for the Best International Film Award.

Videos that do not meet these requirements will be excluded from the Contest.

A video can be co-directed by up to two Entrants. In this case, one of them will be designated as the “main director” on registration. If the video wins an award, the Entrant designated as the “main director” will be the sole recipient and will be responsible for sharing the award accordingly with crew members. This applies to all awards except for Best Actor and Best Actress, which are attributed directly to the actors. The Organiser will not be held responsible for the terms and conditions of the distribution between crew members.

The Entrant guarantees that the video submitted is an original work and that the Entrant is the sole owner of the intellectual property rights attached to the video. The Entrant is responsible for any authorisations granted to third parties who have directly or indirectly participated in its production and/or who may claim any right over the work, in particular image rights, and is responsible for any payments resulting thereof.

As regards the soundtrack, the Entrant guarantees to own the rights, or has been granted authorisation from the author or the owner of the rights, to the music used in the film (find more information on the website of the Society of Authors, Composers and Publishers of Music (SACEM)). The Organiser may request proof of authorisation if it deems necessary.

In general, the Entrant guarantees the Organiser of this Contest that no third party acting in any capacity will take any recourse, action or claim related to exercising these rights, and more generally in respect of all guarantees and commitments made under this agreement. Nikon France reserves the right to carry out any verification for the application of this article.

- 3.2 The Entrant agrees not to implement or seek to implement any entry process that does not strictly comply with the principles of the Contest and these rules.
- 3.3 The Organiser reserves the right to disqualify any Entrant who interferes with the Contest or the Website, or who violates the official rules of the Contest. The Organiser reserves the right to prosecute any person who attempts to impede or tamper with Contest procedure.
- 3.4 The Organiser reserves the right to verify compliance with this article and with these rules as a whole. In particular, the Organiser can exclude any participant who has committed an offence or attempted to commit fraud, but is not required to check all entry forms received. This check may be restricted to the forms submitted by potential winners.
- 3.5 The Organiser reserves the right to extend, shorten, change or cancel this Contest due to events beyond its control. If for any reason, this Contest does not take place as planned, for example as a result of a computer virus, bug, intervention, technical failure, external and unauthorised intrusion of the computer system, fraud – including the use of robots to multiply the number of Contest registrations, or any other reason beyond the control of the Organiser that affects or interferes with the management, security, fairness or proper operation of the Contest, the Organiser reserves the right to cancel, change, suspend or immediately terminate the Contest at its discretion. In this case, the Organiser assumes no responsibility.
- 3.6 The Organiser can cancel the Contest or an entry if any form of manifest fraud has been committed, in particular interfering with computer systems during participation in the Contest or the selection of winners.
- 3.7 **By registering for the Contest, the Entrant agrees to ensure that all content posted on the Site complies with applicable legislation.** This includes but is not limited to posting content that:
 - Upholds public order and respects common decency;
 - Complies with intellectual property rights;
 - Does not harm the reputation, privacy and image of others;
 - Does not contain any disparaging, defamatory, aggressive or insulting remarks;
 - Is not used for financial gain or promotional purposes;
 - Does not contain any political, religious, pornographic, paedophilic or xenophobic messages or information that could offend the sensibilities of minors or the general public;
 - Does not undermine the security or safety of a government or region;
 - Does not encourage discrimination on the basis of age, gender, religion, nationality, disability, sexual orientation, or political opinion;
 - Does not incite crime, hatred, violence, suicide or racism;
 - Does not encourage others to commit an offence, crime or act of terrorism;
 - Does not contain any mention of registered trademarks.

This list is not exhaustive.

The Organiser reserves the right not to publish or to immediately remove from the Site, without justification or prior notification, any content (videos or messages) that falls or that it deems to fall within the categories listed above, any content unrelated to or controversial with respect to the theme of the Contest, as well as any content that may harm its image, values, reputation or business activities.

ARTICLE 4: AGREEMENT OF EVIDENCE

It is agreed that the data contained in the Organiser's information systems has probative value for login information and information resulting from computer processing as part of the operation of the Contest by the Organiser.

ARTICLE 5: AWARDS AND WINNERS

Ten (10) awards will be presented: Grand Jury Prize, Best International Film, Media Award, Best Director, Best Photography, Best Actress, Best Actor, Best Sound, Best Student Film and Audience Award. Entrants cannot win more than two awards.

By entering the Contest, Entrants authorise the Organiser to show their videos for the purposes of promoting the Festival. Award winners will be announced at the awards ceremony to be held in the first semester of 2021 in Paris (date and place to be defined).

5.1 PRESELECTION OF 50 FINALISTS

A preselection of 50 films will be presented to the public at several screenings to promote the Nikon Film Festival between February and October 2021. These films will be selected by a committee made up of several members of the Organiser's staff and industry professionals. The list of committee members will be publicly announced at the same time as the preselection of films on the Site.

Official partners of the Nikon Film Festival (see "Partners" section on the Site) do not participate either directly or indirectly in preselecting finalists.

This collection of 50 films will be shown at several public screenings held at CGR cinemas nationwide in France, the Grand Rex in Paris and the International Film Festival in Saint-Jean-de-Luz.

5.2 GRAND JURY PRIZE

The main jury is comprised of 12 members:

- **Eric JUDOR**, Director, actor and writer – **President of the Jury**
- **Alice BELAÏDI**, Actress
- **Louise BOURGOIN**, Actress
- **Nathalie CHÉRON**, Casting director and President of ARDA
- **Thierry CHÈZE**, Journalist and film critic
- **Jonathan COHEN**, Actor
- **Alexandre DINO**, Staff member of the Nikon Film Festival
- **Maimouna DOUCOURE**, Director and writer
- **Pascale FAURE**, Short Film advisor for Brut.
- **Reda KATEB**, Actor
- **Julien NEUTRES**, Director of Creation, Territories and Audiences at the CNC
- **Guillemette ODICINO**, Journalist and film critic

The preselection of fifty (50) videos designated by the preselection committee based on artistic and technical criteria is presented to the jury prior to deliberation. In the event of dispute, the Organiser's selection will prevail without appeal.

Jury decisions are primarily based on the following criteria:

- The video's relevance to the theme of the Contest
- Quality and originality of screenwriting
- Technical filmmaking, photography and directing
- Personal taste

The winner will receive:

- A Nikon kit composed of a Nikon Z 6II body and Nikkor Z 24-70mm f/4 S lens worth a total of €2,799 (recommended retail price);
- A residency grant of €3,000 from the CNC (French National Centre for Cinema) to develop the winner's next project, to be used before 31 March 2022;

- A €500 voucher for video equipment rental from SOS CINE, valid until 31 March 2022;
- Screening of all or part of the video submitted in CGR cinemas and the Grand Rex between March and June 2021[FT1];
- A professional pass for the 2021 Festival des Arcs (unlimited and priority access to the Festival's public viewings, access to conferences and networking events in the Coproduction Village, ticket to the Festival's opening night ceremony) with accommodation for three days (dates to be confirmed) with a room in a Festival flat, three breakfasts, one-day ski pass and an invitation to the opening night dinner;
- Preview screenings of the short film competition at the 2021 Festival des Arcs;
- Technical audio post-production work on the winner's next film (excluding sound engineer) offered by Titrafilm, to be used before 31 March 2023;
- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner;
- Preview screenings at the 2021 International Film Festival in Saint-Jean-de-Luz.

5.3 BEST INTERNATIONAL FILM AWARD

The award for Best International Film is designated out of all the submissions approved by the Organiser that are either in English or subtitled in English. The winner is chosen by a jury made up of staff members from Nikon Europe BV and ATOMOS. The composition of this jury will be announced at the same time the winner is announced in April 2021. Jury decisions are primarily based on the criteria mentioned above.

The winner will receive:

- A Nikon kit composed of a Nikon Z 6II body and Nikkor Z 24-70mm f/4 S lens worth a total of €2,799 (recommended retail price).
- An Atomos Ninja V monitor worth a total of €699 (recommended retail price).

5.4 MEDIA AWARD

The Media Award is designated from among the preselection of finalist films by a panel of judges made up of film journalists and bloggers selected by the Organiser. The composition of this jury will be announced at the same time the winner is announced in April 2021. Jury decisions are primarily based on the criteria mentioned above.

The winner will receive:

- A Nikon kit composed of a Nikon Z50 body, Nikkor Z DX 16-50mm VR lens, worth a total of €1,149 (recommended retail price);
- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner;

5.5 BEST DIRECTOR AWARD

The award for Best Director is designated by the main jury from among the preselection of finalist films. Jury decisions are primarily based on the criteria mentioned above, with a focus on directing.

The winner will receive:

- A Nikon kit composed of a Nikon Z50 body, Nikkor Z DX 16-50mm VR lens, worth a total of €1,149 (recommended retail price);
- A residency grant of €3,000 from the CNC (French National Centre for Cinema) to develop the winner's next project, to be used before 31 March 2022;
- A €500 voucher for video equipment rental from SOS CINE, valid until 31 March 2022;
- Technical audio post-production work on the winner's next film (excluding sound engineer) offered by Titrafilm, to be used before 31 March 2023;
- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner;
- Preview screenings at the 2021 International Film Festival in Saint-Jean-de-Luz.

5.6 BEST PHOTOGRAPHY AWARD

The award for Best Photography is designated by the main jury from among the preselection of finalist films. Jury decisions are primarily based on the criteria mentioned above, with a focus on photography.

The winner will receive:

- A Nikon kit composed of a Nikon Z50 body, Nikkor Z DX 16-50mm VR lens, worth a total of €1,149 (recommended retail price);

- A €500 voucher for video equipment rental from SOS CINE, valid until 31 March 2022;
- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner;
- Preview screenings at the 2021 International Film Festival in Saint-Jean-de-Luz.

5.7 BEST ACTRESS AWARD

The award for Best Actress is designated by the main jury from among the preselection of finalist films. Jury decisions are primarily based on the quality of acting from the actresses in the competition.

The winner will receive:

- A Nikon kit composed of a Nikon Z50 body, Nikkor Z DX 16-50mm VR lens, worth a total of €1,149 (recommended retail price);
- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner;
- Preview screenings at the 2021 International Film Festival in Saint-Jean-de-Luz.

5.8 BEST ACTOR AWARD

The award for Best Actor is designated by the main jury from among the preselection of finalist films. Jury decisions are primarily based on the quality of acting from the actors in the competition.

The winner will receive:

- A Nikon kit composed of a Nikon Z50 body, Nikkor Z DX 16-50mm VR lens, worth a total of €1,149 (recommended retail price);
- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner;
- Preview screenings at the 2021 International Film Festival in Saint-Jean-de-Luz.

5.9 BEST SOUND AWARD

The award for Best Sound is designated by the main jury from among the preselection of finalist films. Jury decisions are primarily based on the film's overall sound quality.

The winner will receive:

- A Nikon kit composed of a Nikon Z50 body, Nikkor Z DX 16-50mm VR lens, worth a total of €1,149 (recommended retail price);
- A €500 voucher for video equipment rental from SOS CINE, valid until 31 March 2022;
- Technical audio post-production work on the winner's next film (excluding sound engineer) offered by Titrafilm, to be used before 31 March 2023;
- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner;
- Preview screenings at the 2021 International Film Festival in Saint-Jean-de-Luz.

5.10 BEST STUDENT FILM

The award for Best Student Film is designated by the main jury from among the preselection of finalist films. Jury decisions are primarily based on the criteria mentioned above. **The Entrant must be a student on, or a graduate within one (1) year prior to, the date of the entry deadline of 17 February 2021.**

Only students or graduates from the list of schools designated by the Organiser within one (1) year prior to the entry deadline are eligible for this award. If requested, Nikon reserves the right to add a school to the list of schools participating in the Best Student Film Award until 17 February 2021 at 12:00 p.m.

The winner will receive:

- A Nikon kit composed of a Nikon Z50 body, Nikkor Z DX 16-50mm VR lens, worth a total of €1,149 (recommended retail price);
- A residency grant of €3,000 from the CNC (French National Centre for Cinema) to develop the winner's next project, to be

used before 31 March 2022;

- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner;
- Preview screenings at the 2021 International Film Festival in Saint-Jean-de-Luz.

5.11 BRUT TALENTS AWARD

The Brut Talents Award will distinguish 3 different talents and will be designated, among all the entries validated by the Organizer, by a jury composed of Brut staff members. The jury's decisions will be based mainly on the above-mentioned criteria.

The winner will receive:

- Broadcast on the Brut. media of all or part of its video over the period March-June 2021.
- An accompaniment and mentoring from the Brut team.

5.12 AUDIENCE AWARD

The Audience Award is given to the Entrant whose film achieved the highest score based on the following calculation formula:

$$\text{Score} = ((1 \times N1) + (1.25 \times N2) + (1.5 \times N3) + (2 \times N4) + (2.5 \times N5))$$

N1 = number of votes submitted by a voter who supported one (1) film in competition

N2 = number of votes submitted by a voter who supported between two (2) and five (5) films in competition

N3 = number of votes submitted by a voter who supported between six (6) and ten (10) films in competition

N4 = number of votes submitted by a voter who supported between eleven (11) and twenty (20) films in competition

N5 = number of votes submitted by a voter who supported more than twenty-one (21) films in competition

The minimum number of supporting votes to be eligible for the Audience Award is set at 50% of the average number of supporting votes for all films. In case of a tie between several Entrants, the jury will designate the winner.

The winner will receive:

- A Nikon kit composed of a Nikon Z50 body, Nikkor Z DX 16-50mm VR lens, SmallRig mounting plate specially designed for the camera, Manfrotto mini tripod and VideoMicro Rode directional microphone for audio quality, worth a total of €1,169 (recommended retail price);
- Registration of the winning film in the Cannes Short Film Corner Market Catalogue and accreditations (up to three) granted as a priority to directors and producers for the Cannes Festival during the Short Film Corner.

5.12 Jury decisions are by majority vote. In the event of a tie, the vote cast by the President of the jury counts twice. Entrants are informed that the jury is not required to decide on a winner if the quality of the videos submitted by Entrants to the Contest is deemed inadequate.

5.13 The winners will not receive any compensation for participating in the Contest.

ARTICLE 6: PUBLIC VOTE

6.1 VOTING REQUIREMENTS

Votes can be submitted exclusively on the Site. Voting is open to all individuals except anyone involved in organising the Contest.

Voters can vote using the “support this film” button only once for each film in competition throughout the duration of the Festival.

6.2 ONLINE VOTING PROCEDURE

Users must confirm that they have read and agree to the Contest rules to register to vote.

The Organiser reserves the right to verify compliance with this article and with these rules as a whole. In particular, the Organiser can exclude any participant who has committed an offence or attempted to commit fraud, but is not required to check all votes submitted.

If for any reason, voting does not take place as planned, for example as a result of a computer virus, bug, intervention, technical failure, external and unauthorised intrusion of the computer system, fraud – including the use of robots to multiply the number of

votes, or any other reason beyond the control of the Organiser that affects or interferes with the management, security, fairness or proper operation of the Contest, the Organiser reserves the right to cancel, change, suspend or immediately terminate the Contest. In this case, the Organiser assumes no responsibility.

6.3 VOTING DATES

Voting will take place from 24 February 2021 at 12:00 p.m. to 11 April 2021 at 11:59 p.m. (CET). Only votes recorded during this period will be taken into account in the final ranking.

ARTICLE 7: DELIVERY OF PRIZES

Award winners will be announced and prizes handed out at the awards ceremony. Winners will be officially notified directly by email using the information and contact details provided by Entrants when they registered for the Contest on the Site.

The Organiser will hand prizes to the winners in person at the awards ceremony to be held in Paris in the first semester of 2021. If winners are unavailable on the date of the Festival's awards ceremony, the Organiser will send the prizes to winners by post.

Prizes are awarded by name in accordance with the information (first name, surname and address) provided by the Entrant, or "main director" for co-directed films, when they registered for the Contest. For the Best Actress and Best Actor awards, prizes are given to the individual whose performance is being awarded and not the Entrant to the Contest. The Organiser will check the person's identity before handing out the prize.

If the Organiser is unable to notify Entrants of their award using the information or contact details provided on registration, the Entrant will not be given the award and must waive any claim to it.

If the winner is unable to benefit from the prize in whole or in part for any reason, he or she must forfeit the benefit of it and waive any right to compensation. The jury will then select a new winner from among other Entrants.

By entering the Contest, Entrants expressly authorise the Organiser to show selected videos free of charge, in order to promote the Nikon Film Festival. This includes all currently known or unknown distribution formats, at any public event in Europe, for a period of 36 months from the date winners are announced. The winner authorises the Organiser to remaster the video as it deems useful in promoting the Contest.

Finalists authorise event partners to show all or part of their video free of charge for a period of 12 months from the date the winners are announced.

Prizes are non-assignable and non-transferable. Prizes are not exchangeable or redeemable for cash, and cannot be substituted in any way with a prize of equal value. In case of force majeure or other circumstances beyond its control requiring it to do so, the Organiser can substitute each prize with a prize of equal nature and value.

ARTICLE 8: DISPUTES

By entering this Contest and ticking the acceptance box when registering to enter, Entrants indicate that they agree to be bound by these rules.

No claim of any kind can be filed concerning all or part of the Contest after a period of two months from the end of the Contest.

These rules are subject to French law. Any disputes or difficulties in interpreting these rules will be settled by the court with jurisdiction over the Organiser's registered office. All court decisions are final with no appeal.

ARTICLE 9: PERSONAL DATA PROTECTION

9.1 Which personal data is processed and why?

a. Registration data necessary for operating the Contest.

To enter the Nikon Film Festival, you must provide certain personal information concerning you ("Data"):

- Surname, _____

- First name,

- Your email address or the valid email address of parents or legal guardians if you are a minor,

- Password,

- Postal address (street number, post code, city, country),

- Date of birth,

- Gender.

This data is referred to as “Registration data”. This Registration data is necessary to perform the obligations under the contract of the Nikon Film Festival in which you want to participate. Your date of birth is necessary so that we can make sure to obtain permission from your parent or guardian if you are a minor, in accordance with Article 8 of the General Data Protection Regulation (GDPR).

Written parental consent is required for children under age 16. You will be unable to enter the Contest if you do not provide this information or meet these conditions.

b. Entry publication.

By entering the Nikon Film Festival, Entrants expressly authorise Nikon to publish their entry on the Site for 12 months. Processing personal data in this way serves legitimate interest to inform other Entrants and demonstrate that the Contest is being implemented properly. Nikon respects privacy and acknowledges that processing personal data in a lawful and proper manner is an important social responsibility. Please read our [privacy policy](#).

9.2 Who is the data controller?

We are Nikon Europe BV, Burgerweeshuispad 101, 1076 ER Amsterdam, in the Netherlands. We are part of the Nikon Group. We are responsible for the collection and use of your personal data described in this privacy notice. References to “Nikon”, “we” and “our” in this notice all refer to Nikon Europe BV.

9.3 Who receives your data?

Recipients of your data are authorised employees of Nikon, the agency responsible for the website and the hosting service. Your postal address may be sent confidentially to Nikon’s technical service provider, in particular to deliver prizes. Winners’ contact details are sent to the Contest partner responsible for delivering prizes. Entry data is only sent to Festival partners to perform the obligations under the contract of the Nikon Film Festival.

9.4 What are your rights?

Nikon respects privacy and acknowledges that processing personal data in a lawful and proper manner is an important social responsibility. Please read Article 7 “Your rights” of our [privacy policy](#).

9.5 How can you exercise these rights?

Please read Article 9 “Contact details for your privacy inquiries” of our [privacy policy](#).

Please note that we may need you to provide additional information to confirm your identity. For example, you must send information necessary for us to identify you before we can handle your request for access. This includes a written statement certifying that you own said personal data and a photocopy of your ID.

You also have the right to lodge a complaint with the Commission Nationale Informatique et Libertés (CNIL), France’s data protection authority.

9.6 Duration of data retention

Your personal data collected and processed by Nikon Europe BV as part of the Nikon Film Festival will be kept as long as it is required for the purposes for which they are obtained as well as in accordance with these Contest rules. However, before being deleted, entry data could be kept in intermediary records throughout the statutory limitation period to maintain proof of your entry, delivery of prizes and your consent in case this information is needed to defend Nikon’s rights.

Please read the appendix “Overview of processing activities” of our [privacy policy](#) regarding processing operations carried out by the Nikon Film Festival.

9.7 International transfers of personal data

Given the global nature of our company, your personal data may be transferred to Nikon entities and trusted third parties in countries outside the European Economic Area whose laws may not afford the same level of protection of your personal data.

Nikon will ensure that adequate safeguards are in place to comply with the requirements for the international transfer of personal data under applicable privacy laws. For transfers of personal data outside the European Economic Area, Nikon will use Commission approved mechanisms, such as the Privacy Shield certification, and Standard Contractual Clauses as safeguards, such as the “(EU-)controller to (Non-EU/EEA-)controller” Decision 2004/915/EC (see Article 46 of the GDPR).

Please read Article 6 “International transfers of personal data” of our [privacy policy](#).

ARTICLE 10: LIABILITY

The Organiser’s liability is strictly limited to delivering prizes effectively and fairly won.

The Organiser will not be held liable for any malfunctions due to the internet connection or any intrusion, attempted intrusion or fraud that has caused failures in the administration, security, fairness, integrity or management of the Contest. The Organiser will not be held liable for any error, omission, interruption, deletion, loss of electronic mail or more generally any loss of data as a result.

The Organiser will not be held liable for internet network congestion, or the quality of the user’s equipment or access, which could affect the time required to send responses or the connection time required to enter the Contest. As such, the Organiser will not be held liable if electronic registration forms are not saved, or are incomplete or impossible to verify.

ARTICLE 11: ENTRY FEES

The Contest is free of charge with no purchase necessary.

Given the current state of technology and service offerings, most internet service providers offer users flat-rate internet service. As users subscribe to internet services for their general use, it is expressly agreed that access to the Site will not be reimbursed as Entrants do not pay any additional charges to connect to the Site and enter the Contest.

Connection costs are refunded in case of a paid connection billed in proportion to the duration of the communication. For connections subject to a flat-rate payment for a fixed period, which, beyond this period, are billed in proportion to the duration of the communication, Entrants can be reimbursed for connection costs to the Site once it has been established that the Entrant has exceeded the flat-rate available, and that this flat rate has been exceeded as a result of the connection to the Site.

To receive reimbursement for connection costs and for the postage paid to request reimbursement, Entrants must send the Organiser a written request within one month after paying these costs based on the postmark. This request must be on plain paper and contain the following information:

- first name, surname and personal postal address;
- dates, times and duration of connections to the Site;
- a copy of the itemised invoice from the Entrant’s telecoms operator and/or internet service provider listing the dates and times of connections to the Site.

Postage paid to request reimbursement for connection costs can also be reimbursed on request based on current non-priority postage rates.

Costs of connecting to the Site to enter the Contest are reimbursed within two months of receiving the Entrant’s request.

Entrants must bear any travel, meals and accommodation costs incurred by entering the Contest.

The Organiser is not liable for any reimbursement if entry to the Contest does not comply with these rules or if the request has not been made in accordance with the above procedure.

ARTICLE 12: POSTING OF CONTEST RULES ONLINE

Contest rules are deposited with SELARL ACTA – PIERSON et ASSOCIES, which includes a court bailiff’s office located at 15 rue de Sarre BP 15126 57074 METZ Cedex 3. They can be sent free of charge (postage refunded on request) to any person who requests them from the Organiser.

The Organiser reserves the right to extend, shorten, modify or cancel its operation at any time, in particular in the event of force majeure, with Entrants required to waive any claim to compensation. If amended, Contest rules are deposited with SELARL ACTA – PIERSON et ASSOCIES, which includes a court bailiff’s office located at 15 rue de Sarre BP 15126 57074 METZ Cedex 3.