

## Nespresso Talents 2021 Terms and Conditions

**Nespresso Talents 2021** is a call for videos by Genero Media Pty Ltd (Australian Business Number 28 130 705 967) of 30 Inkerman Street, St Kilda, 3182, Victoria, Australia ("**Genero**"), on behalf of Nespresso SA, Avenue d'Ouchy 4-6, 1006 Lausanne, Switzerland ("**Nespresso**").

**Submissions open on [www.genero.com](http://www.genero.com) (Website) at 07:00 GMT on 22 March 2021 and close 23:59 GMT on 16 May 2021.**

### 1. How to participate

- 1.1. To participate, you must:
  - (a) be over 18 years of age;
  - (b) already be registered as a Creator on the Website OR register to become a Creator on the Website by completing the registration form and reading and agreeing to the Genero Platform Terms and Conditions and Privacy Policy (together the "**Genero Terms**")\*. Only one registration will be accepted per e-mail address. Once registered, you will receive a confirmation e-mail at the e-mail address provided in the registration form.
  - (c) once registered and prior to the Deadline for Submissions, view the Nespresso Talents 2021 Brief on the Website (the "**Brief**"), upload one or more videos that meets the requirements set out in the Brief (each a "**Video**"), answer any questions in the video submission form and read and agree to the Brief and these Terms and Conditions (together the "**NT Terms**")\*.
- 1.2. All videos submitted via the Website will be reviewed to ensure they meet all requirements of the NT Terms and the Genero Terms. Genero may, in its absolute discretion, contact Creators and make suggestions for modifications to video(s) to assist Creators to meet these requirements. Notwithstanding any suggestions made by Genero, the Creators acknowledge that Genero is not responsible for any editorial or shortlisting decisions made in respect of the videos.
- 1.3. An international jury appointed by Nespresso will choose a shortlist of 15 Videos for the International Category.
- 1.4. Simultaneously, local juries appointed by Nespresso will also choose shortlists of 10 Videos submitted by users from the following countries for the National Categories: Romania, Mexico, Belgium, Spain, France, Russia, China, Philippines and Czech Republic.
- 1.5. Shortlisted Videos for all categories will be made available via visible and available on Nespresso's website and social channels and platforms from 17 June 2021 until the award ceremony for the relevant category, the details of which are to be announced at a later date.
- 1.6. The relevant jury will then select a first, second and third placed Video for each category from the shortlisted Videos. Winners will be notified by email at the email address provided in the registration form no less than 14 days prior to the Prize event for the relevant category and announced at that Prize event.
- 1.7. **Film School Award:** Creators who are current or former students of one the film schools listed on the Brief response form will also be eligible for the Film School Award. To be considered for this category, you must nominate the film school you attend/attended in the Brief response form when submitting your Video. A jury appointed by Nespresso of cinema experts from La Semaine de La Critique will receive anonymised submissions and choose one (1) winner from the eligible Videos. The winner will be notified by email at the e-mail address provided in the registration form no less than 14 days prior to the relevant Prize event and will be announced on the Nespresso website on a date to be announced.
- 1.8. **Nespresso Members Award:** Creators who are a Nespresso Member at the time of submitting their video will also be eligible for the Nespresso Members Award. To be considered for this category, you must enter your unique Nespresso Member number in the Brief response form when submitting your video. You can become a Nespresso Member at any time free of charge by completing the Nespresso Member registration form in a Nespresso boutiques, through Nespresso's Customer Call Center or online at [www.nespresso.com](http://www.nespresso.com). You will not be deemed a Nespresso Member until you have received your unique Nespresso Member number. A Nespresso internal jury will receive anonymised submissions and choose one (1) winner from the eligible videos. The winner will be notified by email at the e-mail address provided in the registration form no less than 14 days prior to the relevant Prize event and will be announced on the Nespresso website on a date to be announced.

\* Please note that due to local regulations participants living in Russia will be required to submit their videos via <https://www.nespresso.com/talents/ru/ru/register>.

## 2. Prizes

| Category       | First Prize  | Second Prize   | Third Prize  |
|----------------|--|--|--|
| International  | <p>€5,000</p> <p>AND</p> <p>An invitation for the winner to attend the Cannes Film Festival 2021 (date TBC) including travel and accommodation.</p>                                      | <p>€3,000</p> <p>AND</p> <p>An invitation for the winner to attend the Cannes Film Festival 2021 (date TBC) including travel and accommodation.</p>                                      | <p>€2,000</p> <p>AND</p> <p>An invitation for the winner to attend the Cannes Film Festival 2021 (date TBC) including travel and accommodation.</p>                                      |
| Belgium        | <p>€1,500</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event in Belgium (location and date TBC).</p>  | <p>€1,000</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event in Belgium (location and date TBC).</p>  | <p>€500</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event in Belgium (location and date TBC).</p>  |
| China          | <p>€1,500</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event in China (location and date TBC).</p>  | <p>€1,000</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event in China (location and date TBC).</p>  | <p>€500</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event in China (location and date TBC).</p>  |
| Czech Republic | <p>€3,000</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event to be held at the Karlovy Vary Film Festival 2021 (date TBC) including travel and accommodation.</p> | <p>€1,000</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event to be held at the Karlovy Vary Film Festival 2021 (date TBC) including travel and accommodation.</p> | <p>€1,000</p> <p>AND</p> <p>An invitation to a Nespresso Talents 2021 private event to be held at the Karlovy Vary Film Festival 2021 (date TBC) including travel and accommodation.</p> |
| France         | <p>€1,500</p> <p>AND</p> <p>An invitation to the Cannes Film Festival 2021 (date TBC) including travel and accommodation.</p>  | <p>€1,000</p> <p>AND</p> <p>An invitation to the Cannes Film Festival 2021 (date TBC) including travel and accommodation.</p>  | <p>€500</p> <p>AND</p> <p>An invitation to the Cannes Film Festival 2021 (date TBC) including travel and accommodation.</p>  |
| Mexico         | <p>€1,500</p> <p>AND</p> <p>An invitation to a Nespresso</p>   | <p>€1,000</p> <p>AND</p> <p>An invitation to a Nespresso</p>   | <p>€500</p> <p>AND</p> <p>An invitation to a Nespresso</p>   |

|             |   |   |   |
|-------------|---|---|---|
|             | Talents 2021 private event to be held at the Morelia Film Festival 2021(date TBC) including travel and accommodation.   | Talents 2021 private event to be held at the Morelia Film Festival 2021(date TBC) including travel and accommodation.   | Talents 2021 private event to be held at the Morelia Film Festival 2021(date TBC) including travel and accommodation.   |
| Philippines | €1,500<br>AND<br>A Nespresso machine and capsules.  | €1,000<br>AND<br>A Nespresso machine and capsules.  | €500<br>AND<br>A Nespresso machine and capsules.  |
| Romania     | €1,500<br>AND<br>An invitation to a Nespresso Talents 2021 private event to be held at the Transylvania Film Festival 2021 (date TBC) including travel and accommodation.   | €1,000<br>AND<br>An invitation to a Nespresso Talents 2021 private event to be held at the Transylvania Film Festival 2021 (date TBC) including travel and accommodation.   | €500<br>AND<br>An invitation to a Nespresso Talents 2021 private event to be held at the Transylvania Film Festival 2021 (date TBC) including travel and accommodation.   |
| Russia      | €2,000<br>AND<br>An invitation to a Nespresso Talents 2021 private event in Russia (location and date TBC).<br>AND<br>An invitation to the Cannes Film Festival 2021 (date TBC) including travel and accommodation.   | €1,500<br>AND<br>An invitation to a Nespresso Talents 2021 private event in Russia (location and date TBC).   | €1,000<br>AND<br>An invitation to a Nespresso Talents 2021 private event in Russia (location and date TBC).   |
| Spain       | €1,500<br>AND<br>An invitation to a Nespresso Talents 2021 private event in Spain (location and date TBC).<br>AND<br>An invitation to a Nespresso Talents 2021 private event to be held at the San Sebastian Film Festival 2021 (date TBC) including travel | €1,000<br>AND<br>An invitation to a Nespresso Talents 2021 private event in Spain (location and date TBC).<br>AND<br>An invitation to a Nespresso Talents 2021 private event to be held at the San Sebastian Film Festival 2021 (date TBC) including travel | €500<br>AND<br>An invitation to a Nespresso Talents 2021 private event in Spain (location and date TBC).<br>AND<br>An invitation to a Nespresso Talents 2021 private event to be held at the San Sebastian Film Festival 2021 (date TBC) including travel |

|                   |  |                    |                    |
|-------------------|--|--------------------|--------------------|
|                   | and accommodation.   | and accommodation. | and accommodation. |
| Nespresso Members | €1,000<br><br>AND<br><br>An invitation to the Cannes Film Festival 2021 (date TBC) including travel and accommodation. | Not applicable     | Not applicable     |
| Film School       | An invitation to the Cannes Film Festival 2021 (date TBC) including travel and accommodation.                          | Not applicable     | Not applicable     |

- 2.1. All prizes listed above which include travel and accommodation will include: one return economy class airfare from the winner’s nearest standard airport/capital city; return airport transfers at destination; one night four star accommodation at destination; and return transfers to the relevant Prize Event.
- 2.2. Genero and Nespresso reserve the right in their absolute discretion to:
  - (a) select additional video(s) as additional winners in any category and award the relevant Creator(s) a prize of €500. Any Creators awarded such a prize will be deemed to be winners for the purposes of these NT Terms including but not limited to the assignment of intellectual property rights in Section 3.5(ii).
  - (b) not select any videos as winners or award any prizes in any or all categories if the videos submitted do not meet eligibility requirements or are otherwise deemed unsuitable for publication.
- 2.3. If a video is selected as a winner in more than one of the categories above, the cash prizes will be gathered however travel and/or invitations to any prize events will only be granted once.
- 2.4. Due to the dates and nature of the travel and event prize elements, winners will be required to verify their identity and confirm their eligibility within 24 hours of being notified that they are a winner by providing Genero (or Nespresso Russia in the case of winners living in Russia) with (a) a photocopy of a valid identification document of the winner verifying their identity; (b) the releases and relative privacy notices duly undersigned by any third parties involved in the video (PDF file) accompanied by the photocopy of a valid identification document of these subjects verifying their identity (together “**Identity and Eligibility Verification Documents**”). All reasonable steps will be taken to contact winners, but if this cannot be achieved within 24 hours of the original notification Nespresso and Genero reserve the right to cancel prize entitlement and award the prize to the next placed Creator. If the next placed Creator does not respond within a further 24 hours of being notified, the prize entitlement will be withdrawn and the prize removed from the Contest.
- 2.5. Cash Prizes: Payment will be made within 60 days of the winners’ announcement, subject to receipt by Genero of the Identity and Eligibility Verification Documents and creation by the Creator of a Payoneer account via the Genero website to receive payment. For any winners residing in Russia, payment will be made by bank transfer within 60 days of the winners’ announcement, subject to receipt by Nespresso Russia of the Identity and Eligibility Verification Documents.
- 2.6. Travel and Event Prizes: Nespresso will contact winners directly to make travel arrangements. Individual programs will be communicated to each winner and will follow Nespresso Travel & Expenses rules. The winner must be available to travel on the dates specified by Nespresso and must attend the relevant Prize event. In the event of this not being possible, the prize will be forfeited. All costs associated with a travel prize which are not expressly listed above, including spending money, passport and visa costs, additional transfer costs, meals, taxes, insurance, luggage costs and all other ancillary costs, are the responsibility of the winner. The winner is responsible for ensuring they have all necessary travel insurance and documents to travel to the relevant location(s) (including any passports and visas). Any alterations or extensions to confirmed prize details must be approved in advance by Nespresso (at its sole discretion) and will be at the expense of the winner. Neither Nespresso nor Genero is responsible for the cancellation, delay or rescheduling of any part of a travel prize and any resulting costs incurred by the winner

(including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they are fit to travel, comply with any health or government requirements and have received appropriate immunisations and/or health checks prior to travelling. Neither Nespresso nor Genero makes any representations about the travel destination or government travel warnings to any destination.

- 2.7. No cash or other alternative prize is available, except that in the event of circumstances outside of its control Nespresso reserves the right to substitute a similar alternative of equal or greater value. Genero and Nespresso cannot be held responsible for any changes to, or cancellation of any elements of the Cannes Film Festival 2021, the Karlovy Vary Film Festival 2021, the Morelia Film Festival 2021, the Transylvania Film Festival 2021, or the San Sebastian Film Festival 2021. Further Genero and Nespresso cannot be held responsible for any changes to, or cancellation of any Nespresso Talents 2021 private events due to circumstances beyond their control, such as a result of the novel coronavirus (COVID-19).
- 2.8. The novel coronavirus (COVID-19) has been declared a worldwide pandemic. Winners who undertake travel or attend an event acknowledge the contagious and unpredictable nature of COVID-19 and participate in a travel prize or attend prize events at their own risk in light of their own personal circumstances. Neither Genero nor Nespresso is responsible for any consequences arising as a result of a winner's decision to participate in a travel prize or attend an event associated with Nespresso Talents 2021 (for example, any quarantine requirements or border restrictions that may subsequently be imposed by a government authority in respect of the prize/event location).
- 2.9. Prizes are non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for cash.
- 2.10. Neither Nespresso nor Genero shall be liable for any loss or damage whatsoever that is suffered by any winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any prize, except for any liability that cannot be excluded by law.

### **3. General Terms**

- 3.1. Participation in this Contest constitutes acceptance of these NT Terms. The NT Terms taken together with the Genero Terms constitute a binding agreement between you, Genero and Nespresso (the "**Contract**"). To the extent of any inconsistency between these NT Terms and the Genero Terms, these NT Terms will prevail. All decisions and actions of Genero and Nespresso relating to the Contest or redemption of prizes are exercised at their absolute discretion and are final. No discussions or correspondence with Creators or any other person will be entered into.
- 3.2. Genero may vary the terms of, or terminate, this Content at any time at its absolute discretion without liability to any Creator or other person. No prizes will be awarded if the Contest is terminated for whatever reason. If the Contest is not capable of being conducted due to circumstances beyond Genero or Nespresso's control, including due to any technical or communications problems, Genero reserves the right to amend, suspend or cancel the Contest.
- 3.3. Invalid Submissions:
  - (a) Videos which Genero or Nespresso, at their absolute discretion, deem to be unsuitable for publication may be excluded from the Contest and/or removed from the Website. Genero and Nespresso reserve the right to exclude videos which, without limitation, contain material which:
    - (i) infringes the rights of any person (breach of industrial/intellectual property rights or includes a third party without their or their parent/guardian's express consent);
    - (ii) could be considered discriminatory based on race, and/or religion and/or nationality;
    - (iii) is violent, pornographic or of a sexual nature;
    - (iv) is defamatory;
    - (v) incites hatred;
    - (vi) contains reference to alcohol, drugs or illegal substances;
    - (vii) contains reference to ill-treatment of animals;
    - (viii) is contrary to law.
  - (b) Genero and/or Nespresso may also, at their absolute discretion, declare any submission to be invalid or prohibit further participation by a Creator in this Contest if the Creator: (a) engages in conduct in relation to this Contest which is misleading, deceptive, unlawful, fraudulent or damaging to Genero and/or Nespresso's goodwill or reputation; or (b) does not comply with any reasonable direction or guideline notified to them in connection with the Contest or a prize event or activity.
- 3.4. Publicity: By submitting a video to the Contest, Creators agree that if they are shortlisted and/or selected as a winner they may be required to participate in publicity relating to the Contest without further consent or payment. Such

publicity may include, without limitation, the Creator's name and/or, their image or likeness, statements made by the Creator concerning the Contest and Creators grant Genero and Nespresso the right to use such publicity materials in any medium in any manner they see fit.

3.5. Intellectual Property Rights:

- (a) By submitting a video to the Contest, Creators agree that:
- (i) If their video is shortlisted as set out in Sections 1.3 to 1.5 above, the Creator will be deemed to have granted Genero and Nespresso the right to make the relevant video available on Nespresso's website and social media channels in accordance with section 1.5 above.
  - (ii) If their video is selected as a winner as set out in Sections 1.6 to 1.8 and 2.2(a) above, the Creator will be deemed to have assigned to Genero, with full title guarantee and by way of an exclusive assignment of present and future copyright, all rights including without limitation the entire worldwide copyright and all other rights of whatever nature (whether vested or contingent) in and to the Video for exploitation at Genero's sole discretion in all media whether now or hereafter known throughout the universe for the full period of copyright therein and all renewals and extensions thereof and thereafter (in so far as is permissible by law) in perpetuity, and with the right to assign these rights to Nespresso and/or its assignee(s) and/or licensee(s). For the avoidance of any doubt, this may include but is not limited to Genero granting Nespresso the right to, directly or through third party licensees, without any limitation as to the number of passages and territories, use and exploit each of the selected video as follows:
    - (1) temporarily or permanently reproduce and communicate to the public any selected Video on web and mobile platform, corporate stores, festival and conferences, Nespresso Talent Events by any means or procedure now in existence or which will in future exist;
    - (2) make any selected Video available to the public, using electronic means such as the Internet (on one or more websites, without limitation), both in streaming as well as in "download" and or any other technical means which allows use of the Video;
    - (3) distribute any selected Video, including distribution with other audiovisual material and/or press publication;
    - (4) show any selected Video in cinemas, festival, conferences and corporate store;
    - (5) translate into any language the audio of each selected Video and insert subtitles in any language;
    - (6) use any selected Video to promote and advertise the activities and products of Nespresso using any means whose use is permitted under this agreement
    - (7) use and distribute to third parties the selected Video even in c.c. "embedded" mode, enabling such third parties to reproduce the selected Video on their own internet websites without the need of any form of prior authorisation;
    - (8) use single parts or fragments of the selected Video and re-assemble the selected Video in whole or in part;
    - (9) insert, in the selected Video, a distinctive mark (figure, name, or other) of Nespresso.
- (b) The Creator undertakes to sign the documents and to fulfil any requirement which Genero and/or Nespresso, at their discretion shall deem necessary in order to exercise, protect or enforce any right given under the Contract. By way of guarantee by the Creator of his/her fulfilment of the obligations pursuant to the Contract, it is understood that, in the event that the Creator does not sign the documents or undertake any deed requested within 14 (fourteen) days from the relevant request, Genero shall have the irrevocable right to act severally and directly in the name and on behalf of the Creator, as attorney authorised by the latter, and such appointment shall be irrevocable.

3.6. Warranties and indemnification

- (a) By submitting a video to the Contest, the Creator represents and warrants that:
- (i) the Creator has the sole right and authority to assign the rights to Genero expressed to be assigned in Section 3.5 above;
  - (ii) the video does not infringe the copyright or any other rights of any third party and is either wholly original to Creator or that the Creator has acquired the authorisation of all the persons having any such rights thereon, having properly fulfilled any requirement and/or satisfied any right even of a financial nature, pertaining to the persons who have any such right and/or audio/visual release for use of images, names and voices;
  - (iii) the Creator has obtained from all persons appearing, heard and/or present on the video or having any right on or to the video all the authorisations and releases required by these NT Terms and that they will send to Genero this documentation in accordance with Section 2.4 above;

- (iv) Genero, Nespresso or their assignees or licensees may exercise any and all rights in respect of the video without identifying any person or persons as the individual/s responsible for creating the video; and
  - (v) Genero, Nespresso or their assignees or licensees may modify, alter, adapt, distort or otherwise change the video regardless of whether such modification, alteration, adaptation, distortion or change is prejudicial to an individual's reputation or honour
  - (vi) unless the Creator has received Nespresso's prior written consent, no talent seen or heard in any submitted video has worked for, provided similar services to, endorsed or otherwise promoted any of Nespresso's competitors in the 6 months preceding the date the video is submitted
  - (vii) that the video does not contain any visual or audio material which breaches any applicable law;
  - (viii) that they are fully aware that any liability, including criminal liability, with respect to the video lies with the Creator that has submitted that video.
- (b) The Creator agree to hold harmless and indemnify Genero and its third parties assignee (such as Nespresso), from claim or instituting any legal action (including reasonable legal expenses) and connected to or deriving from the use of the videos submitted by them or the rights assigned in accordance with the Contract and the breach of the representations and warranties set forth in Section 3.6(a) above.
- (c) The Creator declares that he/she is fully aware that the participation in the Contest does not give rise to any inherent right to any form of consideration.
- 3.7. Privacy: Personal data collected by Genero from Creators is collected for the purpose of administering this Contest, including contacting participating Creators, and awarding prizes, and Genero will disclose personal data provided by Creators to Nespresso for these purposes. Genero will process the personal data it collects in accordance with its Privacy Policy available at <https://genero.com/privacy>. Nespresso's privacy policy is available at <https://www.nespresso.com/uk/en/legal>.
- 3.8. Limitation of Liability: Neither Genero nor Nespresso is responsible for any technical malfunction of the hardware or software, interruption to the Internet connection, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted registration by the Creator, or any other registration by the Creator which for any reason was not received by Genero, electronic communications of any other kind which were delayed or any other technical problem linked to the registration by the Creator and to the upload of any videos or other circumstance or thing preventing Creators from successfully registering and/or uploading any videos, or for any injury or damage to a video or a Creator or any third party's computer resulting from participation in or downloading any materials in relation to this Contest.
- 3.9. Applicable law: The Contract is governed by, and construed in accordance with, the laws of Victoria, Australia and shall be interpreted accordingly. Any dispute arising from, and in connection with, the Contract shall be submitted to the exclusive jurisdiction of the courts of Victoria, Australia.
- 3.10. Changes or Updates to these NT Terms: Genero will publish any amended or updated NT Terms which shall then apply to all existing and future submissions. If a Creator does not agree to any such changes, the sole remedy shall be to withdraw their submission from the Contest.