

ROYAL CANIN PHOTOGRAPHY CONTEST RULES
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ARTICLE 1 – Organization

ROYAL CANIN SAS, a simplified joint-stock corporation, with a shared-capital of 31.544.883 €, registered at the RCS of Nîmes, under the number 700 200 983 whose registered office is located at 650 Avenue de la Petite Camargue, 30470 Aimargues, France (**hereinafter the "Organizer"**) (hereinafter "**the Organizer**"), has organized a contest entitled "ROYAL CANIN PHOTOGRAPHY CONTEST" from May 27, 2023 to August 15, 2023 included (hereinafter "**the Contest**").

The Contest is accessible only on www.francoisartmemo.fr (hereafter "**the Platform**").

ARTICLE 2 - Participation

The Contest is open to any natural person who is in their final year or graduate of a higher school of art, design and photography worldwide, including without limitation the schools listed in **Appendix 1**,

Members of the **Organizer's** staff, persons directly or indirectly involved in the design, implementation or management of the **Contest**, as well as members of their families in the direct line (hereinafter **the "Participant"**) are excluded from participation.

Any incomplete, erroneous or falsified information or information that does not allow the Participant to be identified will result in the cancellation of his/her participation.

It is expressly stated that minors are prohibited from participating in the **Contest**.

Participation in the **Contest** implies the express and unreserved acceptance of both these present rules in their entirety as well as the laws and regulations in force in France.

ARTICLE 3 - Announcement of the Contest

The Contest shall be brought to the knowledge of the public by means of :

- A publication on the social networks, websites of the Organizer, on arroi.fr and francoisartmemo.fr as well as through press releases.
- A communication through selected photography schools worldwide, including those listed in **Appendix 1**.

ARTICLE 4 - Terms of participation

Participants in the Contest must submit the following information **between May 27, 2023 and August 15, 2023 at 11:59 p.m.** in accordance with the terms and conditions set forth below :

1. The application form can be downloaded from the francoisartmemo.fr website.
2. A biography/CV of the photographer (2500 characters maximum).
3. A personal telephone number or e-mail address for contact purposes for the management of the Contest.

4. A registration request on the francoisartmemo.fr platform which will be accepted or refused at the end of the contest.
5. A portfolio of about ten dated and captioned images relating the artist's work. The selection must be accompanied by a short text of general presentation and by series.
6. A text presenting the proposed series (2500 characters maximum).
7. A series of 10 to 12 photos in accordance with the theme specified in **Appendix 2** (hereafter "**the works**").

The photos shall be sent by download link (wetransfer, smash or others) according to the following specifications: in Low Definition (1000 pixels small side maximum) and in High Definition in jpg format highest quality, the files formatted for a A3+ format (32.9 x 48.3 mm) at 300 DPI (printing of a portfolio for the finalists). Name your work as follows: NAME OF CANDIDATE_NAME OF SERIES_NUMBER OF PHOTO_BD and NAME OF CANDIDATE_NAME OF SERIES_NUMBER OF PHOTO_HD.

8. All applications should be sent by e-mail to the following address: rcphoto@arroi.fr

The biography/CV (modality 2.), the portfolio (modality 5.), the text of presentation (modality 6.) as well as the series of 10 to 12 photos (modality 7.) will be hereafter referred to as "**the Content**".

For all intents and purposes, it is specified that the Participant must refrain in his or her Content from making any statement or image, without this list being restrictive, which would :

- Be vulgar, pornographic, racist, pedophilic or harmful to minors;
- Be defamatory, insulting or slanderous nature to third parties, natural or legal persons;
- Be infringing on the privacy, image rights of third parties and/or in contradiction with the laws in force;
- Be contrary to morality and/or public order;
- reproduce elements that infringe the rights of third parties, in particular the rights of third parties to their image, intellectual or industrial property rights, such as, but not limited to, an original work, a mark, a model, a patent, etc.

Participation shall be cancelled if its content is incomplete, erroneous, counterfeiting or produced in a manner that infringes these rules.

Participation in the Contest is limited to one participation per individual. The Organizer reserves the right to carry out any verification in this regard.

ARTICLE 5 - Designation of finalists and winners

The Organizer has chosen 7 professionals, members of the Jury of the Organizer (hereafter the "**Jury**"): Claudine Besserer, Alexandre Castans - Royal Canin / Alexander Kalchev - artistic director DDB / Etienne Hatt - Artpress / Estelle Francès - contemporary art collector / Tina Merandon - artist photographer, professor at ENSBA in Paris / /Emilia Genuardi – Director and Founder, Salons Approche and Unrepresented.

At the end of the Contest, the **Jury** will select the finalists from among those pre-selected by ARROI, including participations that comply with the rules detailed hereby and the suitability of the submitted photos to the theme of the Contest.

The Jury will select the four finalists (hereinafter collectively referred to as the "**Finalists**") and then the two winners (hereinafter collectively referred to as the "**Winners**" and individually as the "**Winner**") based on the following criteria:

- The quality of the works
- The quality of the participant's profile
- The relevance of the artistic intent to the theme and expectations described and specified in **Appendix 2**
- The suitability of the works to the Organizer's brand image

It is specified that the Jury will designate the four Finalists between the 4th and 29th days of September 2023 and the two Winners between the 2nd and 20th days of October 2023.

ARTICLE 6 - Prizes

The Finalists will be informed by sending a message **on September 29th, 2023**, and a communication will be scheduled in the weeks following the communication on the Organizer's websites and social networks, francoisartmemo.fr and arroi.fr

In addition, each Finalist will receive the following prizes (hereinafter "**Finalist Prize**"):

- Production of the works proposed and selected by the Organizer in view of an exhibition at the Organizer's headquarters
- Communication dedicated to Finalists

In addition, each Winner will receive the following prizes which will be cumulated with the prizes received as Finalists (hereinafter "**Winner Prize**"):

- Royal Canin Photography Grand Prize (for the the 1st Winner)
 - o An amount of 10 000 euros including VAT
 - o An exhibition of the works selected by the Organizer in an event organized by the brand
 - o Publication of the selected works in a book of the brand which will be published in 2023 (hereinafter "**Book**")
- Royal Canin Special Photo Award (for the 2nd Winner)
 - o An amount of 5 000 euros including VAT
 - o Publication of the selected works in a Book of the brand which will be published in 2023

Each Winner shall provide his or her bank account information so that the Organizer can pay the prize within 30 to 60 days from the acceptance of the Prize by the Winner.

Each Winner who fails to respond within such period shall be deemed to have definitively waived his/her Prize. Prizes returned to the Organizer due to non-receipt by the Winners will not be put back into play.

If the Winner does not respond to the Organizer or cannot be reached, for any reason whatsoever beyond the control of the Organizer within one month following the initiation of contact by the Organizer, he/she shall be deemed to have forfeited his/her Prize.

ARTICLE 7 - Receipt of Prizes

The Winners will receive the financial Prize by bank transfer from the Organizer within approximately 30 to 60 days from the acceptance of the Prize by the Winner.

Any incomplete or erroneous information shall be considered null and void and shall make it impossible to claim a Prize.

The Winner may not claim the cash equivalent of the Prize won or request its exchange for other goods or services.

However, the Organizer reserves the right to replace the Prizes with another prize of equivalent or greater value in case of events beyond its control that would make it impossible to deliver the original Prize, without this substitution makes the Organizer liable.

Given the characteristics of the Contest the four Finalists will have to formalize the license agreement, the model of which is annexed hereto, in order to benefit from their Prize, i.e. in order to allow the Organizer to exhibit their works and to promote them. Failing this, the Finalist will be considered to have definitively renounced his/her Prize.

The Organizer reserves the right to reallocate any Prize not awarded, not claimed or from which the initial Finalist has been excluded due to non-compliance with the present rules, fraud, a technical problem affecting the selection of the Finalists or event of force majeure.

ARTICLE 8 - Intellectual Property

The Participant grants to the Organizer, on a non-exclusive basis, the right to exploit the Content in the context of and for the purposes of the Contest, including :

- The right to reproduce and have the Content reproduced, in whole or in part, on any current or future medium, known or unknown, used in the context of and for the purposes of the Contest, including in particular any website, mobile application and/or other medium via which the Content may be made available, shared or otherwise processed by the Organizer and the Jury in the context of the Contest and the designation of the Finalists.
- The right to represent and have the Content represented via the medium and for the purposes described in the preceding paragraph, including the right to communicate to the public via any website, mobile application and/or other medium.
- The right to make changes to the Content, justified by the nature and format of their exploitation by the Organizer.

This authorization is granted for the entire world and for the duration of the Contest plus one (1) year. The Participant acknowledges and accepts that, in view of the use of the Content within the framework and for the purposes of the Contest, the present authorization is granted free of charge and will not give rise to any remuneration or compensation for the use of the Content under the conditions set out in this article.

Given the nature of the Internet, it is expressly agreed that the Organizer cannot be held responsible for the distribution by third parties of elements reproducing all or part of the Content.

The Organizer may transfer the benefit of this authorization to any third party of its choice.

The Participant acknowledges and agrees that the Organizer is under no obligation to exploit the Content.

The Participant represents and warrants that he/she is the sole and exclusive author of the Content submitted by him/her hereunder, and has full power and authority to enforce these rules.

The Participant guarantees that the Content do not contain any protected element from pre-existing works, nor any element that may fall under the laws relating to defamation, insult, privacy, offence to public decency or counterfeiting, and that its Content are and will be free of any element that is contrary to the law and regulations in force and/or likely to infringe the rights of third parties.

In general, the Participant guarantees the Organizer against any disturbance, claim or eviction whatsoever that could affect the full and free enjoyment of the rights assigned.

ARTICLE 9 – Publicity rights

The Participant authorizes the Organizer, on a non-exclusive basis, to use and reproduce, in whole or in part, his/her image and other elements of his/her personality as they are derived from the Content, on the media and for the modes of exploitation defined in Article 8 of these rules.

The Participant's authorization is given to the Organizer for the entire world and for the duration of the Contest.

The Participant acknowledges that the authorization is granted free of charge and will not give rise to any remuneration or compensation for the use of the Content under the conditions set forth in this article.

Given the nature of the Internet, it is expressly agreed that the Organizer cannot be held responsible for the dissemination by third parties of elements reproducing any attribute of the Participant's personality in connection with the Content.

The Organizer may assign the benefit of this authorization to any third party of its choice.

The Participant guarantees the Organizer that the Content and the elements of his/her personality that he/she communicates do not infringe the personality rights of third parties.

ARTICLE 10 - Personal Data

In the context of the Contest, the Organizer will process the following personal data of the Participants:

- Name
- First name
- Full address
- Cell phone number
- Email
- Date of birth
- Place of birth
- Nationality
- Website
- Agent or gallery
- Identification (*Maison des artistes*, Siret ...)
- School
- Diploma obtained and year of graduation

These data will be collected and processed by the Organizer as controller on the basis of your acceptance of these rules, for the following purposes:

- Carrying out administrative operations related to participation in the Participant's Contest ;
- Correspondence with the Finalists to obtain the Prize;
- Carrying out operations related to the authorizations granted by the Participant and the Finalist in the context of the exploitation of the Content ;
- Management of possible disputes.

The personal data processed for the above purposes are only intended for the Organizer and the Jury and, where applicable, for data processors acting on their behalf of the Organizer in accordance with its instructions.

The personal data collected in this context will be kept in an active database for the following periods:

- Concerning the Participants: for the duration of the Contest ;
- Concerning the Finalists (including the Winners): for the duration of the license agreement, a sample of which is attached hereto.

These periods are without prejudice to the right of the Organizer to archive all or part of the data to meet its legal obligations or to establish its legal rights.

Data subjects have the right to access, rectify and erase their personal data, to request the portability of their data, as well as the right to object to the processing or to request the limitation of the processing of their personal data.

Data subjects may exercise their rights by sending an e-mail to the following address privacy@effem.com.

The Organizer has a data protection officer who can be contacted at the following address: privacy@effem.com. Data subjects also have the right to file a complaint with the French National Commission for Data Protection, the CNIL.

ARTICLE 11 - Reimbursement of expenses

Internet connection fees incurred to participate in the Contest shall not be reimbursed.

ARTICLE 12- Fraud

Participation in the Contest implies full and unconditional acceptance of these rules.

The Organizer reserves the right to disqualify or invalidate the Prize of any person who does not fully comply with the rules specified herein.

The Organizer may cancel all or part of the Contest or the participations if it appears that fraud has occurred in any form whatsoever in the context of the participation in the Contest or in the selection of the Finalists or the Winners.

The Organizer also reserves the right not to grant the Prizes in case of fraudulent participation and/or to prosecute the fraudulent participant before the competent courts.

ARTICLE 13 - Modification of the rules

The Organizer reserves the right to cancel, postpone, extend, shorten or modify this Contest in whole or in part on the occurrence of any event of force majeure and without being held liable in any way whatsoever.

Each amendment will be published on the dedicated page www.francoiseartmemo.fr and shall be deposited in the same manner as these rules with the court bailiff mentioned in article 14 below.

ARTICLE 14 - Availability of regulations

These rules have been deposited with Belin Laurent Ortega & Associés SAS, Baillifs, 78 Chemin de la Tour de l'Evêque, 30000 Nîmes, France.

The said rules may be freely accessed on the dedicated page accessible at the following address: <http://www.francoiseartmemo.fr/>

ARTICLE 15 - Liability

The liability of the Organizer shall be strictly limited to the delivery of the Prizes which are effectively and validly won.

Online participation in the Contest implies knowledge and acceptance of the characteristics and limits of the Internet, particularly its characteristics and limits in terms of technical performance and response time for browsing, requesting or transferring information. The absence of protection of certain data from misappropriation and the risks of infection by any virus circulating online, may in no circumstances result in the liability of the Organizer.

The Organizer may not be held liable for any disruption to Internet communications or alteration of any participation (network communication, network disruption) and more generally, any Internet malfunction.

The liability of the Organizer cannot be engaged in case of force majeure or fortuitous event beyond its control.

The Organizer shall not be liable for any damages related to the use of the Finalists' and Winners' Prizes or to the participation in the exhibitions.

ARTICLE 16 - Applicable law and jurisdiction

The Contest and these rules shall be governed by French law.

In the event of a dispute or complaint, for any reason whatsoever, claims must be sent to the Organizer within two (2) months from the date of the end of the Contest (as evidenced by the stamp apposed by the postal service) to the following address: 650 Avenue de la Petite Camargue, 30470 Aimargues. Any claims sent after this deadline shall not be taken into account.

Any dispute arising in the context of the Contest which cannot be settled amicably shall be submit to the competent courts.

ARTICLE 17 – Translations

These rules are drawn up in French and in English. In the event of any dispute, the French language version of the rules shall prevail.

APPENDIX 1 – INDICATIVE LIST OF PHOTOGRAPHY SCHOOLS

1. National Superior School of Photography, Arles
2. BLOO - School of photography and contemporary image, Lyon Louis Lumière - Saint-Denis
3. National Superior School of Fine Arts, Paris
4. Penninghen, Paris
5. ENSAV, La Cambre, Brussels
6. ESA Saint-Luc,, Liège
7. Royal College of Art, London
8. Royal Academy of Art, The Hague
9. Willem de Kooning Academy, Rotterdam
10. New school of photography, Berlin
11. Grisart - International School of Photography, Barcelona
12. IED, Istituto Europeo di Design, Milan
13. ACME Milano Academy of Fine arts and Media, Milan
14. School of visual Arts, NewYork
15. Parsons School of Design, Paris and NewYork
16. All member schools of the National Association of Higher Schools of Art and Design (ANDEA)

APPENDIX 2 - THEME OF THE CONTEST

From the ROYAL CANIN® photography collection initiated in 2015 to the ROYAL CANIN® photography award

The works shall reflect the theme and values promoted by the Organizer:

- The photographs shall reflect the brand's obsession with the health of cats and dogs, through the 4 dimensions of health: physical, mental, social and environmental well-being of cats and dogs.

Photos of cats and dogs have flooded social media but none of them surprise us anymore. So how do we make photos of these incredible animals extraordinary again?

By imagining them from a different angle, we could bring back a bit of the extraordinary to the most common situations. With more intriguing images, we will highlight their unique abilities.

But what are these unique abilities? They are instinctive animals and have special abilities, some due to their breed, others simply due to their nature. From their impressive flexibility to their incredible sense of smell, cats and dogs never cease to amaze us. And we seek to highlight these "special powers" that we tend to take for granted since we live with them every day.

From the realism of a street photograph to the intrigue of a surreal treatment, feel free to honor these incredible animals in every detail.

The light, the texture, the nuances, everything is open to interpretation and can be a way to express their uniqueness even more. Feel the power of these animals on their level and let the camera be their eyes. Keep in mind to respect the dignity and animality of the cat and dog.

An experimental photographic practice can also be proposed.

The photographs should reflect the brand's obsession for the health of dogs and cats in all its four dimensions; physical, mental, social and environmental.

The works shall therefore :

- ⇒ Show the 4 dimensions of cat and dog health: physical, mental, social and environmental well-being.
- ⇒ Show the vision of the unique abilities of cats and dogs.
- ⇒ Show the incredible character of cats and dogs in many details.
- ⇒ Celebrate the instinct of cats and dogs "in real life" ("In real life": color photography, in a setting, with one or more cats and dogs, in motion or not...).
- ⇒ Always in the respect of the dignity and the animality of the cat and the dog.