

## **TALENTHOUSE/VITAMINWATER COMPETITION TERMS AND CONDITIONS**

The information below corresponds to the Official Rules that govern this Contest.

1. **Eligibility:** This contest (notwithstanding the Terms and Conditions) is only open to Entrants aged 18 and over. Contest is open to Entrants from all territories.
2. **Contest:** Design a Playsuit for Jessie J and glacéau **vitaminwater**.
3. **Work:** Submit your fashion design for a Playsuit for Jessie J to wear, inspired by glacéau **vitaminwater's** colour palette, to be produced and worn by Jessie J at the 'Rock in Rio' event in September 2013.
4. "Playsuit" defined as a one-piece outfit with short or no sleeves and short pants. Should be suitable for a stage outfit, including the ability to move freely.

### **1. Prizes:**

#### **Host Choice and Additional Winners:**

**a) One (1) winner**, as chosen by the judges, will have their design produced and worn by Jessie J at the 'Rock In Rio' event in September 2013. Additionally, the winner will receive \$2,000 and recognition during "Rock In Rio and on Jessie J's social media channels. No travel or other type of consideration is included in the prize.

**b) One (1) Runner Up** will receive a \$500 cash prize, and a copy of their design printed, framed and signed by Jessie J.

**c) Highest Voted Winner:** will receive a \$500 cash prize and a copy of their design framed and signed by Jessie J

### **1. Entry Period**

<b>Opening Date:</b>	Mon 1 <sup>st</sup> July 2013 6pm GMT
<b>Closing Date:</b>	Mon 12 <sup>th</sup> Aug 2013 6pm GMT
<b>Voting Period:</b>	Tues 13 <sup>th</sup> Aug 2013 – Tues 21 <sup>st</sup> Aug 2013
<b>Winner Announcement Date:</b>	Tues 27 <sup>th</sup> Aug 2013

## OFFICIAL RULES

### (SEE SPECIFIC CONTEST SITE FOR ADDITIONAL CONTEST INFORMATION)

Notwithstanding the Terms and Conditions, this contest is only open to Entrants aged 18 and over in all territories globally.

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A purchase will not improve your chances of winning. The entry period for the Contest described on each contest site (the "**Contest Site**") shall begin and end on the dates and times set out above and/or on each Contest Site (the "**Entry Period**"). The Contest is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. However such law/rules shall be void where prohibited.

#### 1. Eligibility

The Contest is open only to those who are at least 18 years of age at the time of entry. Proof of residency and age may be required (the "**Entrant**").

Employees of Sponsor, its subsidiaries, divisions, affiliates, clients, and advertising or promotional agencies or partners, and the immediate family and household members of such individuals are not eligible to enter or win.

"**Immediate family members**" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live.

"**Household members**" shall mean people who share the same residence at least three (3) months a year, whether related or not.

In order to enter the Contest or receive the prize, an Entrant must fully comply with the Official Rules, the [Terms and Conditions](#) and [Privacy Policy](#) and, by entering the Contest, an Entrant represents and warrants that he/she agrees to be bound by these Official Rules, the [Terms and Conditions](#) and [Privacy Policy](#), and the decisions of the Sponsor-designated judges, whose decisions shall be binding and final in all respects relating to this Contest.

#### 2. How to Enter

To enter the Contest, during the Entry Period, visit the Contest Site and follow the entry instructions, which will require, among other things that Entrants create and submit via electronic transmission an original work of authorship (the "**Work**") as specifically described above and/or at the Contest Site.

By entering and submitting a Work, the Entrant agrees that he/she has read and consents to be bound by these Official Rules, the [Terms and Conditions](#) and [Privacy Policy](#). Sponsor or its designated representatives reserve the right to disqualify and remove any Work that does not conform to these Official Rules, the [Terms and Conditions](#) or [Privacy Policy](#) as determined by Sponsor in its sole discretion. Sponsor will not notify each Entrant whether a Work has been disqualified and removed. Each Work must also comply with the following requirements:

(a) The Work must be the Entrant's own original work, created solely by the Entrant; must not have been previously published, released or distributed in any form; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

(b) Except as set out on the Contest Site, the Work must not contain or reference any names, products or services of any company or entity or any third party trademarks, logos, trade dress or promotion of any brand, product or service.

(c) If any persons appear or are referred to in the Work, the Entrant is solely responsible for obtaining, prior to submitting his/her Work, any and all releases and consents necessary to permit the exhibition and use of the Work by Sponsor. If any person appearing in any Work is under the age of majority in their jurisdiction of residence, the signature of a parent or legal guardian is required on each release.

(d) Any Work that is lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, or any Work that otherwise contains inappropriate content or objectionable material may not be submitted and may be removed at any time in Sponsor's sole and unfettered discretion.

(e) The Work must not contain any personally identifiable information of any person other than the Entrant. If the Entrant includes personally identifiable information about themselves in the Work, the Entrant acknowledges and agrees that such information will be disclosed publicly and Entrant is solely responsible for any consequences of that. Additionally, Entrant authorizes Sponsor to use such personally identifiable information on a royalty free basis for the duration of the Contest .

(f) Entrant may not be, nor may the Entrant work with parties in conjunction with the Work who are):

(i) represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display the Entrant's Work in any media form;

(ii) subject to any other contract that would make Entrant's/their appearance in the Work a violation of any third-party rights; or

(iii) under any other contractual relationship, including but not limited to guild and/or union memberships, that may prevent Sponsor from being able to use the Work worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations. Sponsor reserves the right in its sole and unfettered discretion to disqualify any Work that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules, the [Terms and Conditions](#) or [Privacy Policy](#). The decisions of Sponsor on this and all matters pertaining to the Contest shall be final and binding.

ALL ENTRIES MUST BE RECEIVED BY 6 PM GMT (Greenwich Mean Time) ON THE LAST DAY OF THE ENTRY PERIOD.

**Entry Restriction:**

An eligible person is only permitted to make one (1) entry to the Content throughout the Entry Period.

Entries by the same person in excess of the limits stated in these Terms and Conditions will be disqualified. Entries submitted will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry.

"**Authorized account holder**" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Upon receipt, all submissions shall be licensed to Sponsor as set out below and will not be acknowledged or returned.

**3. Prize**

The Prizes for the winner(s) are described above and/or on the Contest Site. No transfer, refund, cash redemption, substitution, cash equivalent or replacement of any prize by any winner is permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent).

If the approximate retail value ("**ARV**") of a prize is different from the actual retail value of that prize, the difference will not be awarded in cash. Applicable federal, state and local taxes are the sole responsibility of winner. Any portion of the prize not accepted or unclaimed and/or unused by any winner will be forfeited and will not be substituted. In no event will more than the stated number of prizes be awarded.

#### 4. **Selection of Winners.**

##### (a) **“Host's Choice Winner” and “Additional Winner(s)”**

On or about the “Winner Selection Date” set out above and/or on the Contest Site, the Host's Choice Winner and Additional Winner(s), if any, will be selected by the Sponsor-designated judges from among all eligible entries received on the basis of:

- (i) substance;
- (ii) creativity; and
- (iii) originality.

Based on the above criteria, each of which will be given equal weight, the eligible Entrant with the highest cumulative score will be selected as the Host's Choice Winner.

If applicable, and as set out on the Contest Site, the eligible Entrant(s) with the next highest cumulative score(s) will be selected as Additional Winner(s).

The odds of winning depend on the nature, quality and number of eligible entries received. Decisions of judges are final and cannot be appealed. In the event of a tie, the Entrant involved in the tie with the highest combined creativity/originality score will be selected.

##### (b) **“Highest Voted Winner.”**

After the conclusion of the Entry Period, all eligible entries will be displayed on the Contest Site during the Voting Period for public voting by the Talent house community on the basis of:

- (i) substance;
- (ii) creativity; and
- (iii) originality.

Based on the above criteria, each of which shall be given equal weight, the top highest voted submission (the **“Highest Voted Submission”**) will be selected as the Highest Voted Winner.

Odds of winning depend on the nature, quality and number of eligible entries received. Decisions of judges are final and cannot be appealed. In the event of a tie, the Highest Voted Submission with the highest combined creativity/originality score will be selected.

#### **1. Winner Notification**

On or about the “**Winner Notification Date**” set out above and/or on the Contest Site, the selected potential winners will be notified by mail, phone and/or e-mail, at Sponsor's discretion, using the information provided by each potential winner.

Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by potential winner for any reason.

In Sponsor's sole discretion, selected potential winners may be disqualified and required to forfeit the prize, and alternate potential winners may be selected in accordance with these Official Rules from among the remaining eligible Entrants if the selected potential winner(s):

- (i) cannot be reached for whatever reason after a reasonable effort has been exerted based on the information provided by the potential winner or winner notification is returned as undeliverable;
- (ii) declines or cannot accept, receive or use the prize for any reason;
- (iii) is found to be ineligible to enter the Contest or receive the prize; or
- (iv) cannot or does not comply with these Official Rules, the [Terms and Conditions](#) or [Privacy Policy](#).

Sponsor is not obligated to leave voice mail, answering machine, or other message.

Selected potential winners may be required to complete and return (as directed by Sponsor)

- (i) a Declaration of Eligibility,
- (ii) Release of Liability,
- (iii) Publicity Release, and/or
- (iv) Copyright Transfer (where permitted by law)(collectively, the “**Declaration**”) by the date specified in the notification or, in Sponsor's sole discretion, the prize may be forfeited and an alternate winner may be selected in accordance with these Official Rules from among the remaining eligible Entrants.

Sponsor reserves the right to modify the notification and Declaration procedures in connection with the selection of winners and/or alternate winners, if any.

## 6. **Publicity Release; Use of Personal Information.**

By accepting a prize, all winners agree and acknowledge that the Sponsor and any of its designees, clients, sponsors, or licensees may, without any limitation or further compensation, use his/her name, voice, biographical data, likeness, picture, entry materials, photograph, Work (in whole or in part), city name and audio and/or video recording of him/her in any and all media now known or devised in the future, throughout the universe and in perpetuity, for the purpose of advertising and promoting the Contest or for any other promotional purpose, except where prohibited by law.

By participating in the Contest, Entrants will be sharing their personal information with Sponsor. Personal information collected by Sponsor will be used for administration of the Contest and awarding the prize and as set out in the [Privacy Policy](#).

#### **7. Grant of Rights.**

By entering the Contest, Entrants irrevocably grant Sponsor, its subsidiaries, divisions, affiliates, designees, clients, sponsors, licensees, and advertising and promotional agencies, an unlimited, worldwide, perpetual, non-exclusive, royalty-free, unconditional license and absolute right to edit, post, publish, store, copy, transmit, publicly display, and exhibit the Work (in whole or in part) in connection with the Contest and/or the promotion of the Contest.

Upon Sponsor's request, winners agree to sign all legal forms deemed necessary to license or assign all right, title and interest in and to the Work, including without limitation, all copyrights associated with it, in exchange for the Prizes set out above.

#### **8. Representations and Warranties/Indemnification.**

By entering this Contest, Entrants represent and warrant as follows:

- (i) the Work is Entrant's own original work and was created solely by Entrant for the purpose of entering the Contest,
- (ii) the Work, as of the date of submission, is not the subject of any actual or threatened litigation or claim,
- (iii) the Work has not been previously published, distributed or otherwise exploited,
- (iv) the Work does not and will not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity, and
- (v) the Work does not and will not violate any applicable laws.

(vi) Each Entrant hereby agrees to indemnify and hold the Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, subsidiaries, designees, clients, sponsors, licensees, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant under these Terms and Conditions.

## 9. **No Tampering, Right To Cancel, Modify**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, designees, clients, sponsors, licensees, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to Entrants, with regard to:

- (a) entries that contain inaccurate information or do not comply with or violate the Official Rules;
- (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind;
- (c) Entrants who have committed fraud or deception in entering or participating in the Contest or claiming the prize;
- (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties;
- (e) any inability of the winner to accept the prize for any reason;
- (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or
- (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in the Contest or any promotion or prize related activities.

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be:

- (a) tampering with the entry process or the operation of the Contest, or with any website promoting the Contest;
- (b) acting in violation of the Official Rules; or



(c) entering or attempting to enter the Contest multiple times through the use of multiple e-mail addresses or the use of any robotic or automated devices to submit entries.

If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest promotion, including the entire Contest promotion, and/or modify the Contest and/or award the prize based upon the criteria set out in these Official Rules from all eligible entries received as of the termination date.

#### 10. **Release of Liability; Disclaimer of Warranty; Forum Selection Clause**

By participating in the Contest, Entrants and winners agree to release and hold harmless Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, designees, clients, sponsors, licensees, employees, officers and directors (the "**Released Parties**"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, emotional distress, but excluding personal injury and/or death, which may occur in connection with preparation for or participation in, the Contest, or possession, acceptance and/or use or misuse of the prize or participation in any Contest-related or prize-related activity and for any claims or causes of action based on publicity rights, copyright, trademark, defamation or invasion of privacy and merchandise delivery.

The Released Parties assume no responsibility for any injury or damage to Entrants as described above or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Contest.

Entrants and winners acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof, including, but not limited to, express warranties provided by the supplier of the prize (or any component thereof) or their affiliates.

Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the **laws of the State of California**, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

In addition, any dispute relating to the Contest (including these Official Rules) shall be brought in the **appropriate state or federal court having jurisdiction over the subject matter located in Los Angeles County, State of California.**

Entrants hereby irrevocably consent to the non-exclusive jurisdiction of the Californian courts.

11. **Sponsor:**

glacéau **vitamin**water, The Coca-Cola Company, 1 Coca-Cola Plaza NW, Atlanta, GA 30313

12. **Promoter:**

Talenthouse, Inc., 8810 Melrose Ave., West Hollywood, CA 90069.

13. As used in these rules, the term "Sponsor" also references and includes "Promoter".

14. **Winner List.**

To obtain a copy of a winner list for a specific Contest, available after the Winner Notification Date, send a self-addressed, stamped envelope to Sponsor, with the specific Contest Name, to Promoter within thirty (30) days after the Winner Notification Date.