

## **General Terms and Conditions of Participation in the “Limited Edition Spring GOLDHASE®” Creative Invite**

As part of the campaign publicized via Talenthouse, the designs submitted by the artists for an artist's limited edition GOLDHASE® will be reviewed by a Panel of judges from Chocoladefabriken Lindt & Sprüngli AG. The Panel will select the three best designs and award prizes to their creators. Lindt plans to use the winning design in worldwide commerce for a special edition on products and packages beginning in the year 2020 if possible.

For purposes of participating in the Creative Invite, the following terms and conditions shall be deemed to have been agreed upon by Chocoladefabriken Lindt & Sprüngli AG (hereinafter called “Lindt”) and the creator of a prize-winning design:

[Last name, first name

Address

E-mail]

(hereinafter the “Artist”)

1. In exchange for his designs, the Artist selected by the Panel will receive a € 2,000.00 lump sum in settlement of all commercial marketing rights of Chocoladefabriken Lindt & Sprüngli AG and all its affiliates.
2. The Artist selected by the Panel acknowledges that the purpose of the campaign consists in marketing the designs selected by the Panel worldwide as the GOLDHASE® edition if possible. Thus, the designs for the special edition may be advertised worldwide via all conventional media, manufactured and offered for sale on the market to customers worldwide.
3. The lump-sum fee indicated in section 1 covers all rights to use and exploit the prize-winning designs, and in particular all rights of commercial distribution and reproduction necessary and/or appropriate for advertising, producing and selling the special edition worldwide. These rights are granted without restriction and for an unlimited period. The Artist assigns these rights of distribution and use to Chocoladefabriken Lindt & Sprüngli AG on an exclusive and worldwide basis, including the right to assign sublicenses for the use of the designs.

4. The Artist warrants and represents that the selected designs are his own independent creations and do not infringe on any third-party rights. Therefore, the Artist assumes liability for all obligations regulated by law and arising from the consequences of any legal imperfections in title.
5. Nevertheless, Lindt cannot guarantee that the designs will be used as the GOLDHASE® edition even in the case of the winning design. Lindt is completely at liberty to decide if and to what extent the designs are to be used for an actual product implementation in the future.
6. The present Terms and Conditions of Participation shall be governed by the laws of the Federal Republic of Germany. Unless otherwise provided by law, the courts of Cologne shall have jurisdiction and venue over any and all disputes arising from this Agreement.

City and date:

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Name: