

COMPOSITION COMPETITION

ORGANIZED BY THE ASSOCIATION POUR LE RAYONNEMENT DES ORGUES
ARISTIDE CAVAILLE-COLL DE L'EGLISE SAINT-SULPICE, IN PARIS

2020-2021

CONSENT AND RELEASE

By taking part in the double composition competition entitled “#Saint-Sulpice2021” (hereinafter the “Competition”) and in the Public Final of the Competition organised from 7 September 2020 to 21 November 2021, by the Association pour le Rayonnement des Orgues de l’Eglise Saint-Sulpice (hereinafter “AROSS”), I, the undersigned:

(Surname).....(Firstname).....
(Address).....
.....
Born on.....in.....

I expressly grant AROSS, definitively and irrevocably, the right to use my image and my work(s) submitted as part of my participate in the Competition, in the context of the Competition, the Final and its broadcasting in streaming and on the AROSS website and/or social networks, free of charge, under the terms of the assignments set out below:

Personality and image rights

I accept and authorise my still or moving image, surname, first name, pseudonym, town of residence, photograph - together or separately (hereinafter collectively referred to as the "**Image**"), to be fixed during the Final of the Competiton, reproduced and used, free of charge by AROSS.

I authorise AROSS to communicate my Image to the public (including display, performance and broadcast),

- for all publications and for all purposes of any communication relating to the Competition or the Final and/or its results,
- during all events, communication operations and promotions of AROSS' cultural activities and/or those linked to the Competition,
- for all AROSS internal communication,
- on the AROSS website as well as on all its social networks (Facebook, Instagram, YouTube, etc.), during the Final's streaming and the Finals' video broadcasting on YouTube and on AROSS website,
- in the press, for any publication relating to the Competition (in particularly books, brochures, posters, flyers, etc.);
- for journalistic information and public relations (in particularly for all press kits and press releases for journalists).
- and this, worldwide and in any way and on whatever medium (paper, computer, digital, Intranet...) integrated with any other material (photographs, drawings, illustrations, videos, animations...), known or unknown and by any means of distribution.

I also authorise AROSS to assign all or part of the above-mentioned rights to any sponsor or foundation having financially supported the Competition, especially the Fondation Notre-Dame, for the purpose of exploitation of my Image by them by any means and for any publication and for all communication needs relating to the Competition or the Final and/or its results, in particular for their communication needs to their own donors. At the request of AROSS, I undertake, for a period of one year after the Final, to sign any request and any other document confirming the present assignment and which may be necessary for these sponsors or foundations to exploit my Image under these conditions.

This present authorisation is granted worldwide and for the entire duration of these media's use.

AROSS may also add to the photograph(s) and/or video(s) reproducing the Image, any text, caption and/or any other animated or non-animated visual that it deems useful and make any modification to the "initial fixing" that it deems useful due to technical, promotional or other requirements.

I understand and accept that this authorisation does not entail any obligation for AROSS to use my Image.

I understand that under no circumstances shall AROSS be held liable for misuses and/or diverted uses and/or non-authorized uses of my Image referred to in this transfer made by third parties.

Intellectual Property Rights

By taking part in the Competition, I expressly and irrevocably transfer to AROSS, in the event of my designation as a preselected candidate for the Finale and/or winner of the Competition, free of charge and on a non-exclusive basis, all my intellectual property rights relating to the work(s) for which I am taking part in the Competition (hereinafter the "Works"), for the purposes of representation, reproduction, distribution and public communication of all or part of the Works, in the context of the Final (video and audio recording of the Final) and of any communication made about the Competition by AROSS and/or third parties and for the running of the Competition, and on the AROSS website and its social networks (Facebook and YouTube), in any way and on whatever medium, known or unknown to date.

This transfer also includes the right for AROSS to exploit the Works, including video retrospectives, video presentations, at exhibitions, on the internet (and in particular on AROSS website and its social networks, in streaming during the final or afterwards), as well as on all communication media linked to the Competition, and this, without any limitation in number.

This transfer is granted worldwide and during the whole legal protection of the Works as provided by the French Intellectual Property Code.

By taking part in the Competition, I acknowledge and accept that, as soon as AROSS is authorised to distribute the Works, particularly on its social networks, my Works become available to the public and that publications about me may be shared, within the context of the Competition or not, by AROSS and/or by other users of these social networks.

Warranties and liability

By taking part in the Competition, I declare and guarantee to AROSS that:

- I am the sole author of the Works and therefore the sole owner of all intellectual property rights to the Works;
- the Work are original and that the Work or any of their elements do not include any reproduction and/or adaptation of all or part of one or more intellectual of third parties and, in general, that they do not infringe any third party rights, in particularly copyright or any intellectual property rights and/or intangible rights such as personality rights;
- the Work are unpublished and that they constituted a new creation which has not yet been disclosed to the public in any way, and have not been presented in another Competition, and that no rights have been transferred to a third party over all or part of the Works;
- the digital format does not contain any viruses, worms, Trojan horses, or any other destructive and damaging content;
- the Works and their use as described above do not violate any applicable law or regulation.

Generally speaking, I guarantee AROSS against any disturbances, recourse, actions or claims or any action and/or procedure that any third party may form, for any reason, in connection with the Competition and the exercise of the rights that I may have transferred and, more generally, in respect of all guarantees and commitments made.

I acknowledge that I am the author of the Works and undertake to comply with the copyright and image laws. I shall be solely responsible for the costs of any negotiations or disputes incurred by or in relation to these third parties, but AROSS shall not be held liable in any way whatsoever.

I expressly acknowledge that in the absence of such a transfer of image rights and intellectual property rights, my participation in the Competition will be cancelled and no prize will be awarded to me.

These various transfers, contributing to the promotion of the winner for non-commercial purposes for AROSS, are granted without financial consideration.

Date:

Place:

Signature

(preceded by the mention "Read and approved")