

NESPRESSO

Terms and Conditions

“Photograph filter activation”

Participants are asked to upload a still photograph and apply one of the *Nespresso* filters developed for the “photograph filter activation”.

By submitting this still photograph, participants confirm their understanding and acceptance of the following Terms and Conditions. All participants must be and certify that they are over the age of 18 at the date of submitting such still photograph.

Photographs:

All Photographs must:

- not contain any tobacco product or alcoholic beverage images;
- not utilise or depict any situation forbidden in the country where the participant is located
- be clearly visible and reasonably lit;
- be in general good taste and not include any vulgar, offensive, derogatory or illegal matter or illegal ingredient;
- not depict any trademark, symbol or logo of any third party;
- not utilize or depict any situation endangering the participant or any other person
- be the original creation of the participant and not include the image or work of any other person without that person's express permission (*Nespresso* may require proof of such permission). In the event that an identical picture is submitted as an entry by two or more participants, only the first entry submitted shall be considered a valid entry, duplicative Photographs shall be disqualified.

All Photographs will be moderated to ensure they apply the above rules and may be subject to deletion if the above rules are not observed.

Display on *Nespresso* wall.

The submitted Photographs will be displayed in NESPRESSO.COM websites.

Photographs may, without obligation or guarantee, be used by *Nespresso* on the *Nespresso* website <http://www.Nespresso.com/>, alone or together with Photographs from other participants and may generally be used by *Nespresso* for presentation and promotional purposes without remuneration or limitation in time or space. In particular, Photographs may be published by *Nespresso* on any of its websites or other interactive properties, applications or sites, including but not limited to: www.Nespresso.com, www.facebook.com/Nespresso, in its boutiques and at other points-of-sale or presentation.

Nespresso will not use Photographs in paid commercials or advertising without further express permission from the participant.

Participants recognize and accept that such publication may take place outside their Facebook or other profile, unless *Nespresso* is expressly requested otherwise.

Display on Facebook or Twitter.

Participants can further share their Photographs by using Facebook, Instagram and Twitter. The SUBMITTED PHOTOGRAPHS WILL BE DISPLAYED IN FACEBOOK PAGE, INSTAGRAM AND TWITTER, ALWAYS QUOTING THE CREATOR OF SUCH PICTURE.

To be able share its Entry on Facebook, Instagram or Twitter, Participant should have:

- an account on Facebook, Instagram or Twitter.
- the profile should be public.

Personal Data

All personal data provided by Participants or received *Nespresso* will be stored, processed and handled in accordance with Swiss Federal Laws on Data Protection (1992 LPD 235.1 and 1993 OLPD 235.11, as amended) and *Nespresso's* published Privacy Notice, the latest version of which is available at www.Nespresso.com. By accepting these Rules, participants also accept the terms of the Privacy Notice, which they should read before submitting an entry.

Intellectual Property

By submitting a Photograph each participant thereby authorise free of charge, *Nespresso* to reproduce, communicate, distribute, adapt, translate, modify, use or exploit, the Photograph, worldwide, by any means. Participants confirm they have not entered into any agreements with third parties that could impair *Nespresso's* right to use the Photograph entry and agree to take all action and sign all documentation that may be necessary to protect and/or use those rights.

Participant undertakes that the entry is his original work and does not use or infringe the intellectual property or other rights of any other person. Any person/s whose image or property is depicted in a Photograph must have given their express consent (parental if under the age of 18) to its inclusion and use. Participants will be entirely responsible for any claim by any third party in respect of their entries.

Deletion of Photographs submitted.

All Photographs will be deleted after a period of maximum 12 months or after having received a request from the owner of the Photograph or by any person having a legitimate interest to have the Photograph deleted.

To request deletion of a picture please send an email to: application.brand@nespresso.com with a reference to the Photograph and detailed reason of your request.