

Terms of Participation for ALYS PV “Promesse” (temporary name)

BETWEEN THE UNDERSIGNED :

Between VoxWave, SAS

805 316 825 R.C.S Melun (France)

Hereinafter, « the Assignee »

ON THE ONE HAND,

Any physical person sending an email between November 25th 2014 and December 15th 2014 at contact[at]voxwave.fr including the following elements:

-Name and nickname

-Age

-An illustration featuring ALYS Hiver, minimum size 800x800 pixels (but it can be larger). .png and .jpg are accepted.

-The following mention: “I allow VoxWave SAS to use my illustration within the PV “Promesse” and its promotion. I acknowledge to have read and accepted the terms of participation.

Any person sending the following elements to VoxWave will be considered as having accepted the present terms of participation, being considered as a firmed contract.

Hereinafter « the Author »

ON THE OTHER,

Hereinafter, « the Parties »

PREAMBLE

VoxWave SAS is a limited joint-stock company which object is to develop virtual characters. ALYS is the first of those virtual characters. ALYS is a registered trademark belonging to Joffrey Collignon on behalf of VoxWave.

The Author, within that frame, wants to participate to the next PV made with ALYS (hereinafter, “the Work”)

The purpose of this present terms of participation, hereinafter « Transfer », is to determine how the Author agrees to transfer to the VoxWave company their copyright as regards their work.

THAT BEING EXPOSED, IT HAS BEEN AGREED WHAT FOLLOWS :

ARTICLE 1 - PURPOSE OF THE CONTRAT

The purpose of this contract is to transfer to the Assignee, the copyrights which the Author own on the Work, so as to make it possible to use it in a musical PV and its promotion. The Author keeps all their moral right on the Work, and no other use will be made of their work without an explicit and firmed agreement.

ARTICLE 2 - TERMS OF PARTICIPATION

2.1 In order to participate to ALYS song « Promesse » (temporary name), the Author has to send their Work to VoxWave by email at contact[at]voxwave.fr between November 25th 2014 and December 15th 2014 an un e-mail sending the following elements :

-Name and nickname

-Age

-An illustration featuring ALYS Hiver, minimum size 800x800 pixels (but it can be larger).
.png and.jpg are accepted.

-The following mention: “I allow VoxWave SAS to use my illustration within the PV “Promesse” and its promotion. I acknowledge to have read and accepted the terms of participation.

2.2 VoxWave keeps the right not to accept every received work.

2.3 The present terms of participation can be modified any time by VoxWave SAS during the length of registration of participants, and published on VoxWave official wesite.

2.4 VoxWave SAS commits not to keep data about participants after the publication of « Promesse » (temporary name) excepted their nickname and illustration.

ARTICLE 3 - EXTENT OF THE TRANSFER

3.1. The Author ceases to the Assignee, for free, the copyright related with the use of their illustration in ALYS PV “Promesse” (temporary name).

3.2. The Transfer is based on all the rights that current and future, national, foreign and international laws recognize to Author for their works.

The Author transfer, in particular, to the assignee, for the length of time indicated on article 4, the exclusive right to exploit the Work, in any form and any means, and especially:

- the right to reproduce and/or to have reproduced, totally or partly, by any means and technical processes, known or unknown to this day, and in particular by recording, saving..., on every material, particularly on paper material or derivative, plastic, magnetic, digital, electronic or computer medium, by downloading, video, CD-rom, CD-I, DVD, disc, floppy disk, network..., in any form or format, and to have as many numbers as desired by the assignee established, originals, copies and doubles, on every material and in any form of format, by any current or future methods of affixing ;
- The right to proceed to every act of reproduction for the circulation of the work, by any means or technical process known or unknown to this day, and especially downloading, storage, or any act of temporary affixing implied by digital transmission and broadcast of the Work by any mean of broadcast and communication on any network, whatever form of format or technical process is used ;
- The right to put/to have put into circulation throughout the whole world originals, doubles and copies of the Work, for any means of communication to the public through any broadcast and current or future, known or unknown, communication means, especially through any telecommunication network such as the Internet, intranet, digital TV network, hertzian transmission, satellite, cable system, WAP, analog system ;
- The right to represent or to have represented publicly all or part of the Work, particularly in any private or public event which the Assignee will attend ;
- The right to classify, to code and to identify the Work in a database realized by the Assignee or other organizations with an agreement with the Assignee ;
- The right to represent the Work on any material produced by the Assignee or partners allowed by the Assignee, especially websites, amateur and commercial CD or DVD covers, flyers, business cards, advertisement panels, advertisement videos, amateur or commercial movies, amateur or commercial video games, and more generally any multimedia content, under provision of the moral rights of the Author of the Work ;
- The right to modify, to adapt, and to transform the Work, including any addition and/or removal which would be necessary to exploit the Work correctly, provided the agreement of the moral right of the Author of the Work ;

Thus, the Assignee is recognized as a rightholder of the Author for the execution of the transferred right, which the Assignee will use according to what it prefers, under provision of the moral right of the Author, in particular through contracts of edition, production and broadcast that are necessary to the exploitation of the Work.

Only the Assignee will be able to make any deposit or registering which it finds useful and necessary to protect the Work.

ARTICLE 4 - DURATION

The current Transfer is agreed by the Author to the assignee, for all the duration of the legal protection granted to the Author currently and in the future. It is extended to their heirs, successors, and rightholders of the Author.

The current Transfer is valid starting of its firming by the Parties.

ARTICLE 5 - TERRITORY AND EXCLUSIVITY

The Author agrees to the current Transfer throughout the whole world, on an exclusive basis.

ARTICLE 6 - GUARANTEEING PROPERTY RIGHTS

6.1. The Author guaranty that they are the Author of the Work and that they own the right that are necessary to the current Transfer. They declare that their Work is original, and that they contain nothing that might interfere with the rights of others, especially as regards law for the protection of intellectual property, defamation, interference with public liberties and social mores, privacy or counterfeit.

6.2. They guaranty to the Assignee the peaceful execution of the transferred rights, against any trouble, vindication or eviction, which might be obnoxious to the full enjoyment of the transferred rights. They commit to take in charge all the legal proceedings and damages that might be asked to the Assignee for the exploitation of the Work which would interfere with the rights of others.

6.3. If the Work uses or reproduces, even partially, existing Work which have not fallen in the public domain, the Author have to obtain the necessary authorizations.

In case the Author do not manage all or part of those authorizations, they have to notify it to the Assignee, by indicating to him all the elements which make it possible to identify the exploited Work and their Author.

ARTICLE 7 - OBLIGATIONS OF THE ASSIGNEE

7.1. The assignee commits to keep the original recording of the Work.

7.2. The assignee commits to realize, at its own expense, all deposits that he thinks necessary to protect the Work.

7.3. The assignee commits to respect the moral right of the Author and particularly to mention in any material where the Work is represented, the name, or nickname, of the Author.

ARTICLE 8 - FREE TRANSFER

It is expressly agreed by the Parties that seen the exceptional creation done there, this transfer is done for free.

ARTICLE 9 - PARTIAL INVALIDITY

The invalidity of one of the provision of the contract cannot imply to cancel all the contrat. In case of the invalidity of one of the provision of the contract, the Parties will work to negotiate a provision economically equivalent.

ARTICLE 10 - MODIFICATION

Any modification of the current contract will have to be agreed through a written agreement between the Parties.

ARTICLE 11 - APPLICABLE LAW AND JURISDICTION

11.1. The applicable law is French law. A translation in foreign languages of this present contract can be made, but has no legal value.

11.2. Any litigation as regards the execution or the construction of the contract which could not be solved by a mutual agreement between the Parties, will be left to the Tribunal de Grande Instance de Paris.