

Official Rules for participating in the "IBIS, everyone in pyjama" contest From May 18, 2009 through July 15, 2009

Article 1. Organizing Company

ACCOR, represented by the brand Ibis, with registered capital of € 689 753 382, registered with the Paris Trade and Companies Registry under number 602 036 444, whose registered office is located at 2 rue de la Mare Neuve – 91021 Evry Cedex is organizing a contest (hereinafter referred to as the "Contest") whose purpose is to select videos.

The hosting and broadcasting of the submitted videos are operated by Eyeka, a French limited company ("société anonyme"), with registered capital of € 237,025, registered with the Paris Trade and Companies Registry under number 488 120 916, whose registered office is located at 34 boulevard des Italiens, 75009 Paris France.

ACCOR is hereinafter referred to as the "Company".

Article 2. Participation in the Contest

Section 2.1

The Contest consists of the making of short videos and/or animated video (here after designated as "Works") that illustrate the guidelines described hereafter in article 3. These videos must then be uploaded onto the Eyeka Website (www.eyeka.com) or on the Everyone in pyjama Website (www.tousenpyjama.fr/www.tousenpyjama.com/www.everyoneinpyjama.com/www.iedereeninyjama.com/www.jederimpyjama.com) in order for some of these Works to be selected as final winners by the Company. The Everyone in pyjama Website is available on two languages (French and English) on the Internet from June 11th, 2009 through September 6th, 2009 11.59 p.m GMT +1.

The Works which are uploaded onto the Eyeka Website between May 8th, 2009 and July 15th, 2009 will also be broadcasted on the Everyone in pyjama Website from June 11th, 2009.

The number of Works submitted by each contestant to the Contest is not limited.

Section 2.2

The dates for participating in the Contest are from:

- May 18th, 2009, 12.00 a.m., GMT+1 through July 15th, 2009, 11.59 p.m, GMT+1 on the Eyeka Website.
- June 11th, 2009, 9.00 a.m., GMT +1 through July 15th, 2009, 11.59 p.m, GMT+1 on the Everyone in pyjama Website.

Section 2.3

To be eligible for the Contest, minors must imperatively be provided with written authorization from their parents / guardians which must give this written authorization to the Company. The Company is entitled, however, to require the contestant to provide such authorization, at any time which includes prior to supplying the winner(s) with the award. This authorization should read as follows:

*"I undersigned Mr/Mrs. xxx, parent or guardian of (child's name), hereby authorize (child's name) to participate in the "IBIS-Everyone in pyjama" Contest that shall occur from May 18th, 2009 through July 15th, 2009.
Place and date of signatory*

Signatory"

The Company shall be entitled to disqualify the contestant in case the latter could not provide such signed authorization.

Furthermore, should a winner be a minor, the Company will require both the minor and his parents / guardians to sign the licence agreement mentioned hereafter in article 5.2 in order for the latter to be provided with the prizes.

Section 2.4

Participation in the Contest is subject to having first created a user account on the Eyeka Website or on the Everyone in pyjama Website. When the personal account is created, the user consents to Eyeka Website's Site Usage Agreement and adds the information requested. This information should be current and allow identifying the winner(s) quickly and correctly.

Section 2.5

The employees of the Company, of Young and Rubicam and of Eyeka, as well as their relatives (parents, children, and spouse) cannot participate in the Contest.

Section 2.6

(a) Before participation in the Contest, contestants must read these Rules carefully and accept these rules in their entirety.

(b) Contestants undertake to abide by the provisions of these Rules and acknowledge that in case of breach of the Rules, the Company shall be entitled to deem their participation and the prize granting as void.

Article 3. Details of the Works

The guidelines of the Works admitted to enter the Contest are prescribed by the Company and are stated here after.

Section 3.1

Works must abide by the following general brief: "Everyone in pyjama."

Works must depict a person or groups of people wearing pyjama.

Section 3.2

Submitted Works must be viral videos and must then comply with the characteristics of this type of works. Thus Works must be appealing, easy to share, of short duration, with bold, witty, goofy, funny or even preposterous scenes.

Section 3.3

Duration of submitted videos should be limited to 60 seconds.

Contestants undertake to retain a quality copy of the submitted Works, such as H.D. or not compressed, in order to allow the Company to use the winning Works within the scope of the uses detailed in these Rules.

Section 3.4

Contestants must insert into the submitted Works the end-board that they can download on the Eyeka Website and on the Everyone in pyjama Website.

If submitted Works are illustrated with music, using free of rights music is compulsory.

Section 3.5

Submitted Works must not constitute:

- Pornographic, racist, pedophilic content or violating a minor's right;
- defamatory, libelous, insulting content against individuals or legal entities;
- An infringement of intellectual property rights;
- A violation of right of publicity;
- A breach of law.

Contestants undertake to abide by all the terms and provisions related to the Contest available on Eyeka's Website and on the Everyone in pyjama Website and more precisely on the page of the Contest.

The Company may not refuse and withdraw all Works that breach these guidelines.

Section 3.6

The Company is entitled to ask the winning contestants to make minor changes, cuts, or dubbing changes to the Works. The Company has the right to suspend the appointment of the winners and the shipping of the winnings until such changes are made. In a winner refuses to make such change, another winner will be appointed.

Article 4. Appointment of the winners

Section 4.1

Twenty-two (22) prizes will be granted in the Contest.

Winning Works will be granted for the Contest (i) by a panel consisting of employees of the Company and of Young and Rubicam with the skills to appoint the winners among the contestants (the "Jury") and (ii) by the vote of the users.

"Special prize of the Jury" (Prix Spécial du Jury)

The Jury appoints one (1) winner among the contestants having submitted a Work onto the Eyeka Website between May 18th, 2009 and May 31st, 2009 23.59 p.m. GMT +1. The Jury will appoint this winner no later than June 18, 2009.1

"First Prize" (Premier Prix)

The Jury appoints one (1) winner among the contestants having submitted a Work onto the Eyeka Website or onto the Everyone in pyjama Website. The Jury will appoint this winner no later than August 31, 2009.

"Public's selection" (Sélection du Public)

Prizes will be granted to the 20 most voted Works. Votes are calculated with the online rating applications available on the Eyeka Website and onto the Everyone in pyjama Website.

Online rating applications work as follows:

- Eyeka Website: works can be rated between 1 and 5 but each vote stands for one voice.
- Everyone in pyjama Website: one vote stands for one voice.

Voting time is from July 16th, 2009, 9.00 a.m. GMT+1 through August 13th, 2009, 11.59 p.m. GMT+1.

Jury will appoint the winners in case there are similar vote results.

Section 4.2

Works will be rated by the Jury and by the users on the basis of aestheticism, creativity, composition, consistency with the details required by the Company.

Section 4.3

Winners will be notified by Eyeka no later than August 31, 2009 through the email address used when creating a personal account on the Eyeka Website or the Everyone in pyjama Website.

If a winner can not be reached or does not reply to the aforementioned email no later than one (1) month after this email is sent, the winner will be declared to have forfeited the prize and the Company shall be entitled to appoint another winner, to grant this winner with the prize of the Contest or to declare the prize vacant.

Section 4.4

Winners of the Contest shall only be selected if at least 20 Works meeting the artistic expectations and respecting the details described in these Rules and on the Eyeka Website have been uploaded during the Contest.

The Company shall be entitled to decide that the Contest ends up with no selected winners in case there would be fewer than 20 of such Works at the end of the Contest. The amount of at least 20 Works is justified by the need for the Jury to have enough works to select winner(s) on a fair basis.

Article 5. Prizes

Section 5.1

Winning contestants will receive:

"Special prize of the Jury"

The net amount of **1 000 €**.

"Special prize of the Jury":

The net amount of **5 000 €**.

"Public's selection"

1st: The net amount of **500 €**.

2nd and 3rd: the net amount of **250 €** per Work.

4th-9th: a two night stay in a IBIS hotel in Europe. The winner is free to choose the hotel. These nights should only be 2 consecutive week-end nights (Friday and Saturday nights or Saturday and Sunday nights) subject to availability of the hotel. Maximum commercial value is 230 €. This price does not include the stay taxes, breakfasts, travel expenses between the winner's house and the hotel as well as incidental expenses. This prize is for 1 or 2 people. These nights must be booked in a period of time between November 1st, 2009 and May 1st, 2010.

10th-20th: the net amount of **100 €** per Work.

Aforementioned prizes shall be transmitted by wire or by check no later than 2 weeks after the signature of the licence agreement mentioned hereafter in article 5.2.

Section 5.2

Contestants hereby accept to grant their rights upon their winning Work to the Company if their Work gets to be appointed as a winning Work. This licence shall be on an exclusive basis and

shall authorize the Company to use, re-use, modify, reproduce, publish, display or otherwise communicate the submitted Work, in all manner and media known or unknown without limitation and for all purposes including for promotional and advertisement purposes on a worldwide basis.

Thus, the Company and each winner shall sign a licence agreement no later than September 15, 2009.

This contract shall refer to the following:

Scope of use: the licence shall include the right for the Company to reproduce, communicate, broadcast, use, re-use, distribute and publish the winning Works, in whole or in part, for promotion and advertisement purposes of the Company's activities, brands, products, for marketing purposes, internal and external R.P. operations, corporate communication in all manner and on all media including TV broadcasting, Internet, telephone networks broadcasting, print and on wireless devices.

This licence is granted on a free basis.

Duration: this license shall be granted for a ten (10) year period.

Section 5.3

The Company is entitled to suspend the shipping of the prize until (i) the aforementioned licence agreement is signed by both parties; (ii) the winner presents the Company with the Work in the required format.

Article 6. Use of all submitted Works by the Company

Section 6.1 Scope of the licence

All contestants hereby grant to the Company a non-exclusive, worldwide, royalty free, license to use, reproduce, publicly perform, publicly display, any and all of the submitted Works on Internet networks and for internal purposes (as described here after in article 6.3).

The license shall take effect when the contestant agrees to these Rules and is granted for a ten (10) year period from the end of the Contest.

This licence applies to all submitted Works, if they meet the required details and if they have been accepted, as well as their separate elements such as pictures, sequences, dialogues, subtitles, credits, characters, illustrations, title in order to be used by the Company according to the following.

Section 6.2 Granted rights

- **the right to reproduce or cause the reproduction of the Works,**

The right to replicate, publish, print the Work, in whole or in part, including particularly screenshot and photographs taken from the Work, temporarily or permanently, either together with or separately from any other type of work including music, with the methods and on the media required by the scope of the licence including mechanic, analogical, magnetic, digital or opto-digital devices, computer, electronic known or unknown to this day, in any frame ratio;

- **the right to represent or cause the representation of the Works,**

by communicating to the public, in whole or in part, either together with or separately from any other type of work, of an identical or different genre, including music, by means of

communication required by the scope of the licence, analogical and digital, known or unknown to this day, in any frame ratio;

▪ **the right to adapt**

The rights to digitize, modify, compress, to scan the Work, to convert the file or format incorporating the Work, to adapt the format and resolution of this file, crop, resize, to legend, to add subtitles, to freely comment the Work. This right includes the possibility to add music to the Works, as well as a still image or a sequence of motion pictures.

Section 6.3 Use of the submitted Works

Broadcasting on Internet networks

The right to broadcast the Works or make the Works broadcast in their original version or subtitled on the Internet network, on the mobile telephone network, by all processes inherent in this mode of communication, known or unknown to this date including the reproduction on any computer server, digital or opto-digital (including disks, tapes, hard drives, databases, website, intranet, extranet site), by VOD (video on demand, pay -per-view), by streaming broadcasting involving a temporary reproduction without the possibility of downloading by the video viewer, by communication on the screens of terminals used to connect to the Internet (computer terminal equipment of a network, personal assistant, mobile phone, Game console etc.); and whatever the communication channel (hertz, cable, satellite, fixed telephone line (analog line, xDSL), mobile telephone (GSM, I-mode, GPRS, UMTS, Edge, 3G, 3G +, etc..), cable, fiber optic, satellite, wireless, etc.), for their communication to the public with or without encryption for both individual and collective reception ;

Promotion and advertisement purposes

The right to reproduce, display and broadcast the Works, in whole or in part, on Internet networks only (including interstitial pages, advertisement banners) for the promotion and advertisement of the Company's activities, products and services, as well as for the Company's internal and external communication, R.P., corporate communication ;

Internal use by the Company

The right to use the Works, in whole or in part, for internal and non-commercial use by the Company which includes (i) the right to make originals and copies, with no number limitation, on all supports and by all media, known or unknown to this day (videotapes, videodiscs, etc.), electronic, digital (CDI, DVD, DVD-ROM, CD-ROM, USB key drives, hard drives), (ii) the right to broadcast the Work at internal meetings, (iii) the right to reproduce the Work on internal printed communication documentation.

Section 6.4 Restrictions of use of the Works by the Company

Submitted Works are copyrighted works whose rights are retained by the contestants. Thus, contestants only authorize the use that is strictly defined by the licence. All rights which are not included in the licence remain the contestants' ownership.

The licence granted to the Company does not allow the Company to commercialize, to distribute the Works or copies of the Works, whether for free or for valuable consideration. Any lending, resale, rental, communication of the Works to a third party by downloading is strictly prohibited. The Company must not make Works available by V.O.D. for valuable consideration.

Section 6.5

The Contest is for amateur and semi-professional videomakers who want to enhance the broadcasting of their Works. The use of the submitted Works by the Company as stated in the Rules helps broadcasting their Works and enhances their visibility.

Thus, contestants acknowledge that the use of their Works by the Company shall be construed as the compensation for their granted rights and expressly agree to grant this licence on a **free basis**.

Article 7. Warranties

(a) All contestants warrant that the Company shall peacefully enjoy and exercise all of the rights attached to the Works.

(b) All contestants guarantee the Company against any trouble, action, claim, opposition, and claim any eviction from a third party arguing that the Work violates their rights, and against any damage or liability incurred in the exercise of rights attached to the Work.

(c) All contestants warrant that they have not used in the Works any elements (music, photographs, brands, etc.) that are likely to violate anyone's rights. Accordingly, the contestants shall hold the Company harmless against any disturbance, legal action, complaint, opposition, claim and eviction instigated by a third party claiming that one of the Work breaches his rights, as well as against any loss or liability incurred in connection with the exercise of the rights attaching to the Works.

In this respect, the contestants warrant that they have obtained written permissions of all the people represented on the Works, or of their contractual or legal representatives, in order to use their image, allowing the contestants to make commitments under these Rules. The contestants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

(d) All contestants warrant that they are the sole proprietors of the intellectual property rights granted to the Company. In the event the contestants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to the Company that, before making the Works available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Works or from the copyright collecting societies representing such proprietors allowing the contestants to make commitments under these Rules. In this respect, the contestants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

Contestants will also ensure that Creation is original, and all its components, and its content does not violate the laws in force, particularly those relating to the infringement, defamation, morality or privacy.

Article 8. Intellectual property

(a) All trademarks, logos, texts, icons, domain names, and programs accessible on the Eyeka Website and on the Everyone in pyjama Website, with the exception of the works uploaded by Eyeka Website's users are Eyeka's exclusive intellectual property.

(b) Company's trademarks and logos (IBIS) are the Company's exclusive intellectual property.

(c) Participation in the Contest does not constitute a right to use or acquire ownership or rights upon Eyeka's or the Company's intellectual property rights such as works, brands, logos, inventions.

Article 9. Personal details

In accordance with the Data Protection Act ("*loi Informatique et Liberté*"), No. 78-17 of 6 January 1978, amended by the August 6th 2004 Act, the contestants in the Contest will have a right to access, change, correct and delete the data concerning them.

To exercise this right, the contestant may write to Eyeka, 34 boulevard des Italiens - 75009 Paris, France.

Article 10. Disclaimers and Limitations on Liability

It is pointed out the characteristics and the limits of Internet networks regarding the technical safety of exchanges. The Company and Eyeka shall not be held responsible for the damages related to the risks inherent in any connection and any transmission on Internet.

Eyeka and Company are not responsible, and hereby disclaim responsibility for: (i) Internet connection difficulties, congestion of the Internet network, malfunction of the quality of the equipment of Internet users, nor the quality of their mode of access that may affect the uploading time of the Works or the connection time for participation, (ii) damages resulting from data loss. Contestants are responsible for saving a backup copy of all files and data they wish to retain, (iii) contamination by any virus or intrusion of a third party in the system terminal of the contestants and are not responsible for the consequences for all consequences for the contestants connecting to the Internet network via the Eyeka Website, (iv) damage to any property, including equipment such as computers, recording and image equipment, used by contestants when participating in the Contest.

By entering the Contest, each contestant accepts and agrees to bear alone, and fully guarantee the Company and Eyeka and their subsidiaries and parent companies, officers, employees as a result, any damage or loss caused or suffered by the contestant due to their participation in the Contest or by virtue of the possession of prize and its use, except as provided by applicable law. The Company and Eyeka disclaim all liability for all incidents and accidents which might occur during the events in which contestants could participate for Contest.

In the event of force majeure, the Company reserves the right to cancel, shorten or suspend the Contest before the end of the participation period. If so, the Company undertakes to warn the contestants as soon as possible by publishing flash news on the Eyeka Website.

Article 11. Applicable Law and Jurisdiction

These rules are subject to French law.

Any dispute will be referred to the courts with jurisdiction of Paris.

Article 12. Filing of the Rules

These Rules have been filed, in French, with SCP Jean-Daniel LACHKAR, Franck GOUGUET et Sylvain THOMAZON, Esq., a court bailiffs ("*huissiers de justice*"), 156 rue Montmartre - 75002 Paris, France.

These rules are available on the Eyeka Website and on the Everyone in pyjama Website.

Last rules modifications: 18/06/2009