

TERMS AND CONDITIONS FOR PARTICIPATING IN THE SENSEFLY “EBEE EFFECT” VIDEO CONTEST

THE “EBEE EFFECT” is a free video contest (the “Contest”) organized by senseFly SA, a Swiss company with registered office in Route de Genève 38, 1033 Cheseaux-Lausanne, Switzerland (hereinafter “senseFly”), and which is hosted on the website www.sensefly.com (the “Website”) from April, 2nd 2019, 10:00 am (GMT+1:00) until May, 17th 2019, 23:59 pm (GMT+1:00) (deadline for submission).

1. General Guidelines for participating in the video Contest

The Contest is open to any individuals over eighteen years old and to legal entities which/who have selected content to participate in the eBee Effect Contest as described herein and which/who have agreed to the present terms and conditions for participating in this the eBee Effect Contest available on the Website (the “Terms and Conditions”).

Employees and their relatives, of senseFly SA and/or its direct or indirect affiliated companies including Parrot SA, senseFly Inc, as well as distributors of senseFly products and solutions are not allowed to enter the Contest.

Contest participants are expected to create a video which will cumulatively:

- describe what the participant does (e.g. business, industry, name, size of the company)
- describe the use of senseFly drones (e.g. what types of project do the participant fly and why)
- make a focus on the benefits it brings to the participant ‘s business (e.g.: any time or cost savings, safety benefits, etc.)
- Be of a maximum length of 2 minutes
- be of a good quality

Videos are not expected to be professionally produced. They may be done using any technology (cameras, drones, smartphones or animation) and be edited by the participant itself.

Videos can be produced in any language. If the video uses another language than English, French, Spanish, subtitles or comments in one of these three languages should be provided.

Each participant may submit one video only.

In order to participate in this Contest, the participant must upload the final video to the video platform of its choice (e.g. We transfer®, Drop Box®, Smash®) and then fill in the eBee effect Contest form available on the Website and submit it to senseFly.

Once a submission has been made, the participant will receive an email confirming submission of the video to senseFly, at the email address provided in the eBee effect Contest form.

The information inserted must be true and correct and will be retrieved and processed in terms of the Privacy Policy published on the Website.

With respect to instructions on the content of the video, the editorial content and the technical specifications, as well as with timing and selection process, the participant shall also refer to the brief available on the relevant webpage of the Website, that forms part of the eBee effects Terms and Conditions and that participants declare to know and comply with.

For the purpose of this Contest participation and its promotion, participant grants to senseFly a free, irrevocable, non-exclusive, worldwide and transferable license to use, reproduce, amend, adapt, publish, distribute, execute and view the uploaded video (wholly or partially) on the chosen media channels (including but not limited to Facebook®, YouTube®, Google +®, Twitter®), senseFly website and mobile platform(s) of senseFly as better described at the following art. 4.

2. Approval and timing

All the submitted videos will be reviewed by the Website editorial staff, who will make a preliminary assessment on whether they are suitable for publication and compliant with the guidelines outlined in the brief and the Terms and Conditions.

A jury composed of representatives of the senseFly executive leadership team and senseFly Partner organizations appointed by senseFly (the "Jury") will then select and award three (3) videos based on the eBee effects Contest guidelines as mentioned above.

The three (3) winning videos will be awarded prizes as follows:

- 1st Prize: eBee X mapping drone system, including High Precision on Demand (RTK/PPK) enabled and one senseFly S.O.D.A. 3D or senseFly Aeria X.
- 2nd prize: Four hours of one-on-one online drone/software training with senseFly's head training manager and one pair of spare eBee wings of winner's choice.
- 3rd prize: Two hours of one-on-one online drone/software training with senseFly's head training manager.

The three winners will receive an e-mail notification from senseFly by June 3rd, 2019. No notification will be made to the other participants.

The remittance of their prize to the winners is subject to the receipt by senseFly of a photocopy of a valid identification document of the selected filmmaker, and the releases and relative privacy notices duly undersigned by the third parties involved in the video, accompanied by the photocopy of a valid identification document of these subjects.

3. Option right

senseFly reserves the right to (i) select additional video(s); and/or (ii) select additional video(s) and use only relevant sequences for teaser and mash-up of the best videos sequences selected; and/or (iii) not select any video from amongst those sent during the course of the Contest and the authors cannot, in any event, claim or expect any form of compensation.

4. Management of exploitation rights (on selected videos)

All the works which are entered into this Contest shall be administered in terms of the Terms and Conditions.

All exploitation rights on the selected videos shall be deemed to have been assigned to senseFly, worldwide, without compensation, limitations of runs and time. These rights include but are not limited to rights of reproduction, rights to show in public, right to derive other works therefrom, transmission to the public, making videos available to the public, distribution, alteration and translation, in every form and with any means now available or which will become available in the future and with the right to assign the said rights to senseFly and/or its assignee(s) and/or licensee(s).

In particular, senseFly will be entitled to, directly or through third party licensees, without any limitation as to the number of passages and territories, use and exploit each selected video as follows:

- (i) Temporarily or permanently reproduce and communicate to the public any selected videos on web and mobile platforms, stores, events, conferences, by any means or procedure now in existence or which will exist in the future;
- (ii) Make any selected videos available to the public, using electronic means such as the Internet (on one or more websites, without limitation), both in streaming as well as in "download" and or any other technical means which allows the use of the videos;
- (iii) Distribute any selected videos, including distribution with other audiovisual material and/or press publication;
- (iv) Show any selected videos in events, conferences and stores;
- (v) Translate into any language the audio of each selected videos and insert sub-titles in any language;
- (vi) Use any selected videos to promote and advertise the activities and products of senseFly using any means whose use is permitted under this Terms and Conditions;
- (vii) Use and distribute the selected videos to third parties, even in c.c. "embedded" mode, enabling such third parties to reproduce the selected video on their own Internet websites without the need of any form of prior authorization;

Use single parts or fragments of the selected videos and re-assemble the selected videos in whole or in part, should this be felt necessary by senseFly and/or the third-party licensees in order to make better use thereof within the limitation of exploitation rights assigned to SenseFly;

- (viii) Insert, in the selected videos, a distinctive mark (figure, name, or other).

In the event of exercise of the option set forth at article "Option Rights" of the Terms and Conditions for participating in the Contest, and in consideration of a fair compensation, financial or otherwise, to be proposed by senseFly, the author of the selected videos undertakes to sign the documents and to fulfil any requirement which senseFly at its discretion shall deem necessary in order to exercise, protect or enforce any right given by the Terms and Conditions for participating in the Contest.

By way of guarantee by the author of his/her fulfilment of the obligations pursuant to these Terms and Conditions for participating in the Contest, it is understood that, in the event that the author does not sign the documents or undertake any deed requested within 14 (fourteen) days from the relative request, senseFly shall have the irrevocable right to act severally and directly in the name and on behalf of the author, as attorney authorized by the latter, and such appointment shall be irrevocable.

5. Limitation of Liability

senseFly does not assume any responsibility with respect to any technical malfunction of the hardware or software, interruption to the Internet connection, failed, incorrect, inaccurate, incomplete, illegible, damaged, lost, delayed, incorrectly addressed or intercepted registration by participants, or any other registration by participants which for any reason was not received by senseFly, electronic communications of any other kind which were delayed or any other technical problem linked to the registration by participants and to the upload of the videos in the course of this initiative. Likewise, senseFly does not give participants any guarantee of the proper functioning of the Website and of the programs forming part thereof.

6. Exclusions

Videos which senseFly, at its sole and unquestionable discretion, shall deem to be unsuitable for publication may be excluded or removed from the Contest. Also, senseFly reserves the right to prohibit access to the Contest to those participants who have been held liable for any illegal deed. By way of example, senseFly reserves the right to exclude works which contain material which is in breach of third party rights (breach of industrial/intellectual property rights), could be considered discriminatory based on race, and/or religion and/or nationality; is violent, pornographic or of a sexual nature; is defamatory; incites hatred; contains reference to alcohol, drugs or illegal substances; is contrary to law or contains reference to ill-treatment of animals.

Also, no consideration shall be given to videos which fall outside the theme, do not comply with the form and content required and described in detail in the brief of the Contest and in these Terms and Conditions. Participants who use fraudulent means or means which are in breach of the normal development of the contest and participants who, as an example but not limited to, hinder the registration process by other participants, manipulate the proper functioning of the Website or in any other way breach the Terms and Conditions, may also be excluded from taking part in the Contest. senseFly reserves the right to proceed, as deemed opportune and in line with current laws in force, to limit and curtail any action aimed at circumventing the applicable system. Any fraud or attempted fraud shall be duly reported in terms of the law.

7. Warranties and indemnification

By participating in the Contest, each participant represents and warrants with respect to the selected videos:

- That the submitted video does not contain any material which is in breach of the rights, including intellectual property rights, pleas and claims of third parties whether financial or personal;
- That the submitted video complies with any international and/or local laws and regulations in force into the concerned territory, in particular, flight regulations.
- That they have obtained from all persons appearing and/or present on the video or having any right on the video all the authorizations and releases necessary in terms of these Terms and Conditions even with respect to Privacy Laws; and that they will send this documentation to senseFly, together with a photocopy of their valid identification document, in case they are selected;
- That the video does not contain any visual or audio material which, in terms of current laws in force, constitutes advertising material or is in any case illegal in terms of current laws or regulations;
- That they have obtained written authorization from the parents and persons having parental authority for video which show minors or disabled persons, also in compliance of Privacy Laws;
- That the video is freely and legally exploitable in accordance with the provisions of these Terms and Conditions, that the author of the works is the only holder of the rights of use therefore, or that he/she has acquired the authorization of all the persons having any such rights thereon, having properly fulfilled any requirement and/or satisfied any right even of a financial nature, pertaining to the persons who have any such right and/or audio/visual release for the use of images, names and voices;
- That they are fully aware that any liability, including criminal liability, with respect to each work, lies with the participant that has submitted the video.

Participants agree to hold harmless and indemnify senseFly and its third-parties assignee from claim or instituting any legal action (including reasonable legal expenses) and connected to or deriving from the use of the video submitted by them or the rights assigned in accordance with the Terms and Conditions and the breach of the representations and warranties set forth at of article 7 above.

Participants declare that they are fully aware that the participation in the Contest does not give rise to any inherent right or to any form of consideration.

8. Privacy

Personal data collected within the scope of this initiative shall be processed in accordance with the senseFly Privacy Policy (<https://www.sensefly.com/privacy-policy>). In particular, personal details of any participant will be used by senseFly, which will retrieve and process the said data for the sole purpose of promoting this Contest, manage the participation and related initiatives, such as the announcement of selected videos and contact of the winners. Subject to prior express participant's consent, the data collected may be used by senseFly to send senseFly newsletters by email.

9. Force majeure

senseFly reserves the right to cancel, modify, postpone the Contest in case a force majeure event occurs and will assume no responsibility with this respect.

10. Applicable law

These terms and conditions are governed by, and construed in accordance with, the laws of Switzerland and shall be interpreted accordingly.

Any dispute arising from, and in connection with, the Terms & Conditions shall be selected to the exclusive jurisdiction of the Court of Lausanne, Switzerland.

9. Acceptance

Participants in the Contest declare that they accept these Terms and Conditions in full and that they accept all the provisions of the senseFly Data Policy to which reference is herein made.