

CONTENT USAGE AUTHORIZATION TERMS (the “Authorization Terms”)

Davines S.p.A. (“**Davines**”), with offices in Parma, Italy, Via Don Angelo Calzolari 55/A, would like to use your images/videos (the “Content”) to run the Talent Green House contest and in connection with the development and promotion of the Davines brand and the Davines products, and is hereby asking your consent.

To provide your consent you will have to fill in the below “Identification Form” and tick the box “*I have read and I accept the Content Usage Authorization Terms*”, after having carefully read this document.

By providing your consent:

- 1) You represent and warrant that you are of legal age (18 or above) and that you are the holder of all rights – including without limitation copyright, neighboring rights, image rights – on the Content, or that you have obtained all relevant third party authorizations and licenses.
- 2) You represent and warrant that no third party rights or other obstacle whatsoever, either of a legal or a factual nature, prevents you from consenting to these Authorization Terms.
- 3) You represent and warrant that the person portrayed in the images/videos to be uploaded (the “Model”) has read, understood and completed the [**Model Consent and Authorization Form***] and freely accepted Model Consent and Authorization Terms provided therein.
- 4) You irrevocably, unconditionally and perpetually authorize Davines to use, reproduce, publish, distribute, represent, disseminate, modify, translate, your Content, in whole or in part, in any form and manner whatsoever, in each and every activity that Davines will consider appropriate in connection with the development and promotion of the Davines brand and the Davines products. By way of example only, these activities may include digital marketing and/or advertising in webpages, newsletters or social media (including e.g. reposting, regramming; resharing, etc.) of Davines or of third parties. You understand that no limitation applies to such authorized uses with respect to time, territory or media.
- 5) You represent and warrant that the above authorization is exclusive. You understand that you can not authorize or allow third parties, who may be considered to be in competition with Davines, to use your Content.
- 6) You acknowledge and consent that, the authorization above does not represent any commitment by Davines to use your Content. It is understood that Davines may choose freely and at its own discretion to use or not to use your Content.
- 7) You acknowledge and consent that the above mentioned uses by Davines will be royalty free and that you will not receive any direct or indirect monetary compensation therefor.
- 8) You acknowledge and consent that in connection with the above mentioned uses Davines will give you credit as the owner and/or provider of the Content, and that this may increase the exposure or visibility of your Content, your work and yourself amongst the circles of the users and followers of the Davines brand and the Davines products. You in particular acknowledge and understand that this increased exposure or visibility represents good and valuable consideration for the authorization you grant to Davines herein to the above mentioned uses of the Content.
- 9) You acknowledge and consent that notwithstanding these Authorization Terms, you and Davines will remain independent parties in all respects and that these Authorization Terms will not cause the creation of any, either express or implied, employment, agency, partnership, joint venture, or collaboration relationship of any kind.

10) You acknowledge and consent that these Authorization Terms shall be governed by Italian Law and that any dispute arising in connection thereto shall be subject to the exclusive jurisdiction of the Court of Milan, Italy.

Should you have any question on these Authorization Terms, please do not hesitate to contact Davines at sdint@davines.it.

If the contents of these Authorization Terms are clear and you do not have any question, please click on and fill out the "Identification Form", and later tick the box "*I have read and I accept this Content Usage Authorization Terms*". Once the process is completed, you will receive at the email account you will have provided in the Identification Form a copy of these Authorization Terms for your reference and archive.

[*] Privacy Policy

Pursuant to article Reg. EU 2016/679 – G.D.P.R. General Data Protection Regulation Articles 12, 13, 14 and following, the Data Subject declares that Davines S.p.A. has informed him/her that his/her personal data, including his/her picture/image, provided in relation to the authorization provided with the Consent Form (hereinafter, "Personal Data") will be processed by Davines S.p.A. in order to exercise the rights referred to in this Consent Form. The conferment of Personal Data for such purposes is obligatory and any refusal will affect the possibility of executing the provisions of the Consent Form completed and accepted. The Personal Data may be disclosed to third parties appointed by Davines S.p.A. that will act as Responsible (appointed) or authorized to process. The processing is done by collecting, recording, organizing, consulting and storing data in appropriate archives protected by appropriate security measures. Operations can be performed with or without the aid of electronic or automated tools. The Personal Data may be communicated to parties appointed (also as Responsible, Article 28) both nationally and internationally with the appropriate security and organizational measures adopted.

The Data Subject was aware that at any time he/she has the right to obtain confirmation of the existence or otherwise of such Personal Data and to know its content and origin, verify its accuracy or request its integration or updating, or correction, request the identification details of the data controller and of the parties to which the data can be communicated (Reg. EU 2016/679 - GDPR General Data Protection Regulation articles 12, 13, 14 and following). Pursuant to said regulation on personal data protection, the Data Subject is aware that he/she has the right to request cancellation, transformation into anonymous form or blocking of data processed in violation of the law, and to oppose to processing in any case for legitimate reasons.

The data controller is Davines S.p.A., with registered office in Via Don Angelo Calzolari 55/A, Parma (PR). Contact: info@davines.it or telephone number 0521 965611.

Pursuant to article 13 and following of the GDPR, having acknowledged the Information, fully informed of his/her rights, by ticking the consent box Data Subject consents to the processing of his/her Personal Data for purposes and aims related to the performance of the activities envisaged in the Content Usage Authorization Terms.