

## TERMS AND CONDITIONS

### 1. DESCRIPTION OF THE CONTEST

PRADA is an internationally well-known fashion company which has been always interested in promoting cultural activities and sponsoring young artists. PRADA, within its consolidated philosophy based on a careful development of the artistic “languages”, has devoted and continuously devotes resources in order to offer to young artists the opportunity to express their talent and to make spaces available to them to represent and divulge their Short Stories of art. With such aim, PRADA wishes to invite talented people to manifest their imagination and artistic skills through the following contest.

At this purpose, and with the aim to discover promising writers, PRADA has called a Contest aimed at the accomplishment of short stories **of a minimum of 10 (ten) pages and a maximum of 20 (twenty) pages on A4 sized sheets**, each page to contain approximately 400 words (hereinafter the “Short Story” or “Short Stories”), focusing on “Illuminations, shadows and mirages. Things are not always what they seem” (hereinafter the “Contest”); the Short Story should lend itself to adaptation for the stage.

**The Short Story may be proposed in any language chosen by the Contender without any restriction.**

### 2. SPONSOR

PRADA S.p.A. (“PRADA”), an Italian Corporation having its principal place of business in Italy, via Antonio Fogazzaro 28, Milano, Tax Code and VAT Reg. No. 10115350158.

This Website is operated by PRADA S.p.A..

By entering in this Website, the Contender represents that he/she has read and understood the Terms and Conditions. The Contender unconditionally consents to the following Terms and Conditions, which can be modified by PRADA in its sole discretion, at any time and without notice. If the Contender does not agree with the present Terms and Conditions, he/she is requested not to use or upload/download materials from this Website.

### 3. **BINDING AGREEMENT**

In order to enter the Contest, the Contender (hereinafter “You”) must agree to these Terms and Conditions (“Terms and Conditions”). You agree that submission of an entry in the Contest constitutes agreement to these Terms and Conditions. You may not submit an entry to the Contest and not be eligible to receive the Prize described in these Terms and Conditions unless you agree to these Terms and Conditions. These Terms and Conditions form a binding legal agreement between You and PRADA with respect to the Contest. **You acknowledge that no compensation or whatsoever reimbursement is due by PRADA to You for the participation in this Contest and that You will bear any possible cost for the production of your Short Story.**

### 4. **CONTEST PERIOD**

**The Contest begins at 1 P.M. C.E.T on July 23<sup>rd</sup>, 2015, and ends at 1 P.M. C.E.T. on August 31<sup>st</sup>, 2015** (“Contest Period”). You are responsible for determining the corresponding time zone in your respective locations.

**The Applications received beyond the provided timeframe will not be considered.**

### 5. **SUBMISSION – ELEGIBILITY TO ENTER**

In order to participate to the Contest, You must be eighteen (18) years old or older at the time of the submission of your Short Story and, if requested by PRADA, You shall provide evidence of your age to PRADA’s satisfaction.

Unless otherwise stated, **only one Short Story per Contender** will be permitted and submission of different Short Stories will be void and, as a consequence thereof, the Contender will be disqualified.

PRADA reserve the right to refuse different Short Stories coming from the same IP address or telephone number. No Short Stories will be accepted from agents, in bulk or from third parties.

You must enter the Contest using your legal name. Hence, PRADA reserves the right to disqualify You if You enter the Contest using a false name. By entering the Contest, You hereby warrant that all information submitted by You is true, current and complete.

The Contender must keep his/her email address both active and current. If PRADA has no possibility to successfully contact the Contender by e-mail because of the un-current or incorrect e-mail address supplied by the very same to PRADA, PRADA will have no responsibility. In the event such a Contender is one of the Winners, or the sole Winner of the Contest, he/she will lose his/her awardees' status.

The participation in the Contest is free of charge.

## **6. HOW TO ENTER**

Within **1 P.M. C.E.T. on August 31<sup>st</sup>, 2015**, You shall have the opportunity to submit to PRADA your original Short Story, by uploading the file (file name in the following format: 'surname\_title\_language') through the Section of the present Website ([www.prada.com/journal](http://www.prada.com/journal)) in accordance with the procedure explained herebelow. Should You experience any problems in uploading, You are welcome to contact [pradajournal@prada.com](mailto:pradajournal@prada.com).

All applications must comply with the provisions of section 7 (Guidelines on the content of the Application). Submitted Short Stories and documents will not be returned.

You are invited to upload, together with your Shorty Story, a short autobiography (hereinafter the "Biography") of no more than 60 (sixty) words.

**ALL INFORMATION RELATED TO THE CONTEST WILL BE NOTIFIED BY EMAIL ONLY. MAKE SURE YOUR EMAIL FILTERS DO NOT PREVENT US FROM CONTACTING YOU.**

## **7. GUIDELINES ON THE CONTENT OF THE APPLICATION**

The Short Stories must be original solely to You, must not have been previously published in any version, language or format, online or otherwise, and must comply with the following content guidelines. Especially, the submitted Short Stories must not:

- be sexually explicit or suggestive, or derogatory of any ethnic, racial, gender, religious, professional or age group or the disabled, be profane or pornographic;

- promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous;
- contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- infringe any rights, including copyright, of any third party;
- contain materials embodying the names, or other indicia identifying any person, living or dead, without permission.

PRADA may, at its own discretion, reject any Short Stories it deems unacceptable.

You are the sole responsible for the content of your Short Stories posted on this Website.

## 8. SELECTION

Each entry will be judged by PRADA and by Giangiacomo Feltrinelli Editore, a prestigious and internationally known Italian publisher having its principal place of business in Italy, at Via Andegari, 6, 20121 Milano (hereinafter “Feltrinelli”), which will avail themselves of the support of an international jury appointed by PRADA and Feltrinelli at their sole discretion. The decision of PRADA and Feltrinelli related to the selection of the jury is final and binding. Each Short Story shall be judged according to the following factors: creativity, innovation, thoroughness, depth of inquiry, adherence to the theme of the Contest and narrative quality of the Short Story. The Biography shall not be considered by PRADA and Feltrinelli for the purpose of judging the Short Story and the outcome of the Contest.

After the end of the Contest period and in any case by 1 P.M. C.E.T on February 22<sup>nd</sup>, 2016, PRADA and Feltrinelli will select the Contest’s Winner or a certain number of Winners. It remains understood that the Contest may end without any Winner/Winners in case no Short Story will be judged by PRADA and Feltrinelli, at their sole discretion, worthy of winning according to the above selection factors. **The Contest Winner’s list will be available on the Website, in a dedicated Section, no later than 1 P.M. C.E.T on February 23<sup>rd</sup>, 2016.**

An award event (“Award Event”) will take place approximately at the end of April

2016. PRADA will inform in due time the Winner/Winners with respect to the specific date and location of the Award Event.

## **9. PRIZE**

The Contest's Prize and the opportunities that the Contest gives to the Winner(s) must be considered as an acknowledgment of personal skills and merits. Such opportunity is granted in order to promote culture.

The Contest's Winner (or Winners) will receive the net amount of Euro 5.000 (five thousand) (each).

PRADA and Feltrinelli undertake to publish the Winner's Short Story as a digital book which shall be distributed via the websites <http://www.prada.com> and/or <http://www.feltrinelli.zoom.it> and via other PRADA and/or Feltrinelli social networking channels; the Winner specifically acknowledges that PRADA and Feltrinelli shall also have the right but not the obligation to publish and distribute the Short Story in print formats via PRADA boutiques and Feltrinelli sales channels, all without any further compensation to the Winner(s).

PRADA and Feltrinelli shall also have the right but not the obligation to stage a theatrical adaptation of the winning Short Story/Stories at the Award Event.

In order to receive a Prize award, the Contender(s) who is(are) mentioned on the Winner(s)'s list, is(are) requested to submit the present document duly signed as well as the identity credentials requested by PRADA or otherwise required by applicable law, to PRADA's address indicated in Article 2. If a Winner fails to provide such documentation within 15 (fifteen) days as requested by PRADA, the Prize may be forfeited and PRADA may, in its sole discretion, select an alternative potential Winner.

By accepting a Prize, the Winner(s) authorizes PRADA to use the Contender's name and/or Biography and/or likeness for advertising and promotional purposes without additional compensation.

Moreover, within such Contest, PRADA and Feltrinelli may decide, at their sole discretion, to establish thematic prizes, such as “best style” or “best character” or “best broached topic”. The Contender(s) who will result as winner(s) of such thematic prizes agrees to grant to PRADA and Feltrinelli the same rights granted herein to PRADA and Feltrinelli by the Winner(s), without any compensation to such thematic prizes’ winner(s).

#### **10. DISQUALIFICATION AND CANCELLATION**

Besides the previously stated potential disqualification cases, disqualification and/or cancellation will be occurring if the following requirements will not be met:

(a) In order to enable PRADA to correctly identify the Contenders of the Contest, evidence of the Contest’s submission must be made available at all times for the required crosschecks. In addition, PRADA reserves the right to request personal credentials of identity, age and address (passport, driving license, etc.). If the Contender refuses to cooperate without providing a good reason, the relevant Prize award within the Contest will be considered as invalid and therefore cancelled.

(b) If PRADA becomes aware of any alleged fraud, deceit, misconduct, etc., during the Contest, then the Contender will have to prove and provide evidence to the satisfaction of PRADA of non-involvement to the alleged fraud, deceit or misconduct. For the avoidance of doubt (and without limitation), if the Contender provides an incorrect name, age, address or other incorrect information in relation to the submission, then PRADA will reserve the absolute right to consider the submission as invalid.

If the fraud, deceit, misconduct or other action is only discovered after the Winners’ selection, and the Contender is among the Winners, the very same will unconditionally undertake to waive his/her place within the Contest itself. Decisions of PRADA shall be final and binding in this respect.

(c) The Contender acknowledges that the interests and good reputation of PRADA and their owners and sponsors and investors are paramount and PRADA may, at its absolute discretion, withdraw a place or require the Contender to cease to have any involvement in the Contest if it believes it is in the best interests of PRADA. PRADA's decision, made in respect of the criteria provided for herein, in this respect shall be binding and final.

(d) PRADA reserves the right to immediately withdraw the Contender's place within the Contest if it has reasons to believe that he/she is in breach of any of his/her obligations, or representations and warranties, under the present Terms and Conditions or if he/she otherwise conducts him/herself in a manner which is inappropriate or unsuitable (as reasonably determined by PRADA). In this case, the Contender shall be responsible for any additional costs in this respect (including travel expenses), and PRADA reserves the right to select another Contender to take part in the Contest.

#### **11. REPRESENTATIONS AND WARRANTY-INDEMNITY**

(a) The Contender warrants that the Short Story submitted in the present Website is original and that he/she is the sole and exclusive owner of the submitted Short Story and of all relevant intellectual property rights and that he/she has the full right to submit the Short Story in the Contest and to grant herein to PRADA and Feltrinelli all required rights.

It is understood that by submitting the Short Story, the Contender has made certain representations and warranties to PRADA. PRADA has relied on the accuracy and truth of such representations and warranties in granting a place to the Contender within the Contest. Should PRADA becomes aware of any fraud, dishonesty, deceit or similar action undertaken in connection with the Contest or otherwise, or any act or omission which might, in PRADA's sole opinion, have an adverse effect on the Contest, PRADA reserves the right in its absolute discretion and without prior notice to the Contender and without giving any reasons to: (i) forfeit the Contender's place within the Contest or, (ii) in the event, the Contender will be one the Winners of the Contest, to withdraw his/her Prize award.

To the maximum extent permitted by law, each Contender indemnifies and agrees to keep indemnified and hold harmless PRADA, the PRADA Group, their affiliates and their respective directors, officers, employees at all times from and against any liability, claims, demands, losses, damages, costs and expenses (including reasonable attorneys fees) resulting from any act, default or omission of the Contender and/or any misrepresentation made by the Contender in connection with the Contest, any non-compliance by the Contender with these official Terms and Conditions.

To the maximum extent permitted by law, You undertake not to use in full or in part the Short Story for whatsoever purpose during the Contest Period. **In case You will not be one of the Winners, You agree to dispose of your Short Story only after the end of the Contest Period AND WITHOUT ANY REFERENCES AND ASSOCIATION WITH THE “PRADA” AND/OR “FELTRINELLI” TRADEMARKS AND PRODUCTS.**

(b) The Winner(s) of the present Contest warrants that: (i) he/she agrees to indefinitely assign to PRADA and Feltrinelli, which accept, the full and exclusive copyright (and any other applicable intellectual property right), worldwide, on the Short Story(ies), including any right to edit, to translate in any language, to arrange and to adapt the Short Story(ies) also for theatrical, cinematic or other adaptations of any kind or purpose and any future copyright on the works arising from such editing, translations, arrangements and adaptations, without any further approval and/or compensation to the Contender. It remains understood, for the sake of utmost clarity that, by virtue of this assignment of rights, PRADA and Feltrinelli shall have the right to use, reproduce, publish, distribute and divulge worldwide the selected Short Story(ies), on its(their) own, in full or in part, or as part of a book collection, or in any edited/translated/modified/adapted or derivative form, at PRADA and Feltrinelli’s discretion for any uses either commercial or promotional, or cultural and artistic, in any print and/or digital and/or multimedia materials and media, including Internet, now known or hereafter invented, and for whatsoever purposes to the extent permitted by law; (ii)



each Winner will not be entitled to use in full or in part the Short Story for whatsoever purposes, nor to authorize or let any third party use the Short Story in full or in part for whatsoever purposes.

The specific violation of the above undertakings, warranties and declarations will entitle PRADA and Feltrinelli to recover all the possible damages suffered as a consequence of such violation

## **12. CONFIDENTIALITY AND PUBLICITY**

(a) You undertake not to disclose, reveal, communicate or otherwise make public any information relating to PRADA, its business, personnel, agents or representatives, to any third party at any time.

(b) You may not publicize in any manner and in any media, including Internet and any social networks, your involvement in the Contest or the fact that you have been selected as a Winner without the prior written permission of PRADA, until the announcement of the Winner(s) of the Contest.

(c) The Contenders and the Winner(s) may be required by PRADA and/or third parties connected with the Contest to participate to communication and advertising and public relation activities related to the Contest. In this case, the Contenders, and the Winner(s) undertake (i) to meet PRADA's requests, and (ii) to grant to PRADA any and all rights to use, reproduce and publicly divulge the results of such activities, and information contained in any relevant Biography, by any media and manner at PRADA's sole discretion.

(d) The Contender acknowledges and agrees that PRADA may publish the Winner or the Winners' names and/or Biographies, at PRADA's sole discretion, on any and all media, either material or digital, including Internet, and make these available upon request to third parties.

(e) The Contender shall not be entitled to give interviews or be involved in articles or reports in respect of the Contest with any third party without prior written consent of PRADA. All rights in relation to the Contest and the Contender's involvement therein shall remain exclusively with PRADA.

(f) By entering the Contest, the Contender releases and discharges PRADA and any other party associated with the development or administration of this Contest, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Released Entities"), from any and all liability whatsoever in connection with this Contest, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light (collectively, "Claims").

### **13. NOT AN OFFER OR CONTRACT OF EMPLOYMENT**

Under no circumstances shall the submission of a Short Story into the Contest, the awarding of a Prize, or anything in these Terms and Conditions shall be construed as an offer or contract of employment with PRADA. You acknowledge that you have submitted your Short Story voluntarily. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and PRADA and that no such relationship is established by your submission of an Entry under these Terms and Conditions.

### **14. PRIVACY**

The Contender agrees that personal data including, but not limited to, name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used for the purposes of conducting and administering the Contest, in compliance with the applicable data protection laws, including the Italian Legislative Decree no. 196/2003, as well as with the provisions set out by the Supervisory Authority for the Protection of Personal Data. This data may be transferred to other companies within the PRADA Group. Further, this data may also be used by PRADA to verify a Contest participant's identity, postal and e-mail address and telephone number in order to contact the Contender for any information/communication related to the Contest and, as far as the Winner(s) is/are concerned, to the delivery of the relevant applicable Prize. Contenders have

the right to require any review, rectification or cancellation of any personal data held by PRADA in connection with the Contest by writing to PRADA (Attention: Mr. Stefano Cantino) at the following address: Prada S.p.A., via Antonio Fogazzaro 28, 20135 Milano, Italy. All information provided will be maintained in accordance with PRADA's privacy policy, which Contenders should read and understand, and will be used solely for the purpose of administering the Contest.

## **15. DISCLAIMER**

The Website is provided to you strictly on an "as is" basis, without warranties of any kind, either express or implied statutory or otherwise. No written information given by PRADA shall create any warranty.

IN NO EVENT, SHALL PRADA, OR ANY OF ITS AFFILIATES, AND ITS AND THEIRS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR LICENSORS OR SUCCESSORS OR ASSIGNS OF EACH BE LIABLE HEREUNDER, UNDER ANY THEORY OF LIABILITY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUE, DATA OR PROGRAMMING, (WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE (EVEN IF THE COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF (A) YOUR USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY INFORMATION ACCESSED ON OR THROUGH THE WEBSITE, (B) ANY TRANSACTION ENTERED INTO THROUGH OR FROM THE WEBSITE, (C) YOUR INABILITY TO USE THE WEBSITE FOR WHATEVER REASON, INCLUDING, BUT NOT LIMITED TO, COMMUNICATIONS FAILURE OR ANY OTHER FAILURE WITH TRANSMISSION OR DELIVERY OF ANY INFORMATION ACCESSED ON OR THROUGH THE WEBSITE, (D) THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY INFORMATION, (E) THE USE OF ANY PRODUCTS OR SERVICES

OBTAINED ON OR THROUGH THE WEBSITE, (F) UNAUTHORIZED ACCESS TO THE WEBSITE AND UNAUTHORIZED ALTERATION TO TRANSMISSIONS OR DATA, (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, OR (H) ANY OTHER MATTER RELATING TO THE WEB SITE.

Any reference to any service which has been or may be provided by PRADA or any other company does not amount to a promise that such service will be available at any time. Changes to or improvements in such services may be made at any time without notice.

However, PRADA reserves the right at any time and from time to time to modify or discontinue temporarily or permanently, the Website (or any part thereof) with or without notice. The Contender agrees that PRADA shall not be liable to the Contender or any third party for any modification, suspension or discontinuance of the Website.

#### **16. SEVERABILITY**

If any provision of these Terms and Conditions is deemed to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. The Contender and PRADA are deemed to have agreed to new terms in substitution for such invalid provisions. These new terms shall be interpreted, as regards their contents and effect, as closely as possible to the original text as written but in such a way that rights can indeed be derived from it.

The Contender declares to be aware that the original version of these Terms and Conditions is in English. In case of any discrepancy between the English original text of these Terms and Conditions and the other languages translations, the English original text shall be deemed the binding version.

#### **17. COLLECTING DATA**

The Website may deposit cookies in a visitor's computer. A cookie is a small data file placed on your computer's hard drive by a web page server. A cookie may contain information (such as unique user ID), which is used to track the pages of

the sites you've visited. PRADA never saves personal identifiable information in cookies unless it is strictly necessary to allow the participation of the Contender to the Contest. Most web browsers are initially set up to accept cookies. You can, however, reset your browser to refuse all cookies or to indicate when a cookie is being sent.

#### **18. HYPERLINKS AND THIRD PARTIES WEBSITES**

This Website may contain links to third parties websites that are not maintained, controlled or endorsed by PRADA. The Contender agrees that PRADA will not be liable for the availability of this Website or for any information or contents that can be found therein. The use of those third parties' websites is made at Contender's risk and is subject to terms of use and privacy of each site.

#### **19. APPLICABLE LAW AND JURISDICTION**

By using this Section, You agree and accept the Italian law. The Terms and Conditions herein shall be governed by and construed in accordance with the Italian laws and any action arising out or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the Courts of Milan, Italy.

#### **20. SPECIFIC ACCEPTANCE**

Pursuant to sections 1341 and 1342 of the Italian Civil Code, the Contender hereby expressly and specifically accepts the following section: 10. Disqualification and Cancellation; 11. Representation and warranties-Indemnity; 12. Confidentiality and Publicity; 18. Hyperlinks and third parties' Websites; 19. Applicable Law and Jurisdiction.