ONO'U 2017 WORLD GRAFFITI CONTEST REGULATION

I - GENERAL TERMS & CONDITIONS OF COMPETITION

Article 1.1. General Framework

The international graffiti competition called "ONO'U WORLD GRAFFITI CONTEST 2017" is created and organized by the TAHITI NOUVELLE GENERATION Company, whose headquarters are located in the municipality of Pirae, route du Belvédère, BP 2101 - 98713 Papeete - Tahiti and registered under the RCS number 13 206 B - N° Tahiti : A 78078. (Hereinafter referred to as "the Organizer")

The competition will take place in several phases of qualification from 6 to 11 October 2017 on one or more islands of French Polynesia.

Article 1.2. Schedule of the competition

The contest is scheduled for six (6) days on October 6, 7, 8, 9, 10 and 11, 2017 on different media and locations chosen by Tahiti New Generation. It will take place in four stages, as follows:

1. FREESTYLE WALL PAINTING: Friday 6th OCTOBER 2017

Competitors: 16

Duration: 5 hours maximum between 10am and 4pm

Surface: wall surface in the city center or nearby (approx. 30 to 50m²) or any other support and size chosen by the Organizer to allow the event to be held.

Features: Free theme. Colors imposed.

Material: The same number of MTN94 aerosol cans will be provided by the Organizer to each competitor. Candidates can not bring their own aerosols but are required to bring the protective equipment (gloves, masks, caps, etc.) they would need to carry out their work. Stencils not allowed.

Candidates have 5 hours to complete their art piece (lettering, character, scenery or abstract work) using the paint made available by the Organizer. At the end of the first day of qualification, each competitor will be given a first individual score by the jury for his painting.

2. ABSTRACT: Saturday 7th OCTOBER 2017

Competitors: 16

Duration: 5 hours maximum between 10am and 5pm

Surface: Fabric or canvas of 3m x 3m or any other support and dimension chosen by the Organizer Features: Abstract theme or lettering. Free colors.

Material: The same number of MTN94 aerosol cans will be provided by the Organizer to each competitor. Candidates can not bring their own aerosols but are required to bring the protective equipment (gloves, masks, caps, etc.) they would need to carry out their work. Stencils allowed.

Candidates have 5 hours to complete their work. It should be an abstract realization or represent a lettering. At the end of the second qualifying day, each competitor will be give a second individual score by the jury for the creation of his or her abstract piece or lettering.

3. TEAM COLLABORATION : Monday 9th & Tuesday 10th OCTOBER 2017

Competitors: 16 divided by random drawn in teams of 2 or 3 artists

Duration: 2 days from 9am to 5pm

Surface: wall surface in the city center or nearby (approx. 50m²) or any other support and dimension defined by the Organizer.

Features: Polynesian themes imposed by draw. Colors imposed.

Material: The same number of MTN94 aerosol cans will be provided by the Organizer to each team. Stencils permitted.

After the draw, the competitors will be divided into teams of 2 or 3 artists. Each team will have 2 days to realize its artistic work on the wall site that will be attributed to them by the Organizer. At the end of this final qualification stage, each team will be given a third collective note by the jury for the realization of its mural in compliance and coherence with the Polynesian theme imposed by random drawn.

At the end of the elimination phases, the 7 competitors with the highest scores (average of the scores of the 3 preliminary rounds) will be selected for the final phase.

4. FINAL : Wednesday 11th OCTOBER 2017

Competitors: 7

Duration: 6 hours maximum between 8am and 11am and from 12pm to 18pm (exact timetable TBC) Surface: Polynesian Truck or Bus or any other medium chosen by the organization Features: Free themes and colors.

Material: The same number of MTN94 spray cans will be provided to each finalist. Stencils not allowed.

At the end of the final, after the deliberation of the jury, three prizes will be awarded by the jury, the festival organizers and the sponsors of the competition at the awards ceremony on Wednesday 11th October 2017.

Article 1.3. Prizes of the competition

Only winners nominated by the jury will be rewarded. No financial gratuity or prize will be paid to the other participants. As a condition of accepting the prizes, the winners must sign any legal documentation as and in the form required by the Organizer and/or prize suppliers in their absolute discretion.

Prizes for the winners of the competition will be awarded as follows:

\checkmark 1st prize : The winner will receive a check for a value 10.000 USD which will be paid by the Organizer within a maximum period of one month at the end of the competition.

✓ 2nd prize^{*} : The winner will win a trip for two people to Tahiti and Moorea, French Polynesia, valued at up to 8.000 USD depending on point of departure and date of travel.

This prize includes:

- Two (2) return economy class airfares departing from cities served by Air Tahiti Nui, the ONO'U festival's official carrier (namely from Paris, Los Angeles, Auckland or Tokyo NRT);
- The provision of a vehicle during the stay and two (2) transfers between Papeete and Moorea;
- 5 nights twin or double accommodation in a minimum 4-star hotel in Tahiti and Moorea with free daily breakfast;
- An Artist's residence at the Street Art Museum of Tahiti.

\checkmark 3rd prize* : A trip for one person to Tahiti, French Polynesia, valued at up to 4.000 USD depending on point of departure and date of travel.

This prize includes:

• One (1) return economy class airfare departing from cities served by Air Tahiti Nui, the ONO'U festival's official carrier (namely from Paris, Los Angeles, Auckland or Tokyo NRT);

- The provision of a vehicle during the stay;
- 5 nights single accommodation in a minimum 4-star hotel in Tahiti with free daily breakfast;
- · An Artist's residence at the Street Art Museum of Tahiti

* The exact contents of the trip are to be determined by the Organizer in its absolute discretion. As a condition of accepting the prize, the winner fully accepts and understands that:

- a. Flights and accommodation are subject to availability, must be booked in advance, and are subject to the respective Organizers' terms and conditions. The winner will be required to nominate their preferred travel dates between 15/11/2017 and 30/06/2018, excluding any prevailing school holiday peak periods. The Organizer will secure airline and hotel reservations for the winner as close as possible to those nominated preferred travel dates, subject always to flight and seat availability on Air Tahiti Nui. In the event that agreement cannot be reached between the Organizer and the winner regarding the exact dates of travel, the Organizer reserves the right to determine the itinerary in its absolute discretion.
- b. Spending money, meals, insurance, passports, visas, vaccinations, transport and connection flights to and from departure cities served by Air Tahiti Nui, transfers other than those planned by the Organizer, items of a personal nature, in-room charges and all other ancillary costs are not included in the prize and remain at the only expense of the winner.
- c. The winner and his/her travel companion must be above 18 years old and are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and his/her travel companion must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. The winner will be required to present their credit card at time of accommodation check in.
- d. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Organizer, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- e. In the event of war, terrorism, state of emergency or disaster, the Organizer reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
- f. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.

Tahiti New Generation, organizer of the festival and the ONO'U contest, reserves the right to create a special prize of the public and the jury or any other prizes, if they prove necessary. The Organizer may at any time modify, adjust or cancel one or more stages of the competition.

II - RULES OF REGISTRATION

Article 2.1. Eligibility

The contest is open worldwide to all individuals aged above 18 years old and practicing graffiti as a form of art. Candidates who participated in the 2014 and 2015 editions of the competition may, if they so wish, apply again in the form of a new application for 2017.

Article 2.2. Application file

All documents related to the application process will be available for download on the festival website www.tahitifestivalgraffiti.com from 01/06/2017.

To validate his registration, each candidate must send the Organizer his complete application file before the deadline of 23/07/2017 to the following address <u>tahitifestivalonou@gmail.com</u>

Only complete files received at this email address will be examined. It is understood that a complete application must include all of the following:

✓ Artist name / Blaze

✓ Four (4) photographs (1000x1000 pixels) corresponding to four distinct and recent graffiti murals of less than 2 years*

✓ A recent copy of participant's passport

✓ The present contest regulation signed at the bottom of each page and with the words «read and approved, good for agreement » at the bottom of the last page

*Each photograph must correspond to a mural artwork exclusively created and executed by the candidate himself and shall specify the name of the piece, place and year of completion.

Any incomplete file will be systematically declined without prior notification. If you have any questions or need further information, please contact the Organizer at <u>tahitifestivalonou@gmail.com</u>

Article 2.3. Schedule

Entries to the ONO'U 2017 World Graffiti Contest will be open from June 1st to July 23rd 2017, midnight, Papeete standard time. Only complete applications received before the deadline of 23/07/2017 will be accepted.

Article 2.4. Special case

The Organizer reserves the right, at any time and in its sole discretion, to refuse an application or disqualify any individual who the Organizer has reason to believe has breached any of these Terms and Conditions, tampered with the applicant engaged in any unlawful or other improper misconduct calculated to jeopardize fair and proper conduct of the event.

III - SELECTION OF CANDIDATES

Article 3.1. Procedure

All applications fulfilling the conditions of participation indicated in paragraph II of this Regulation will be submitted to a pre-selection committee.

The Organizer shall give full discretion to the selection committee to determine the participants who will be selected to take part in the playoffs and final phases of the ONO'U World Graffiti Contest to be held in French Polynesia from 6 to 11 October 2017.

The committee will be composed of members of the jury of the final competition in Tahiti and its islands, artists and professionals of the discipline, and members of cultural associations. The committee is sovereign in its decisions and remains free from its appreciation and feelings in relation to the works presented.

The number of participants selected shall be 16 competitors. Among the 16 candidates selected, at least 2 places will be allocated to 2 Polynesian artists in order to allow the representation of French Polynesia at the ONO'U 2017 competition.

Article 3.2. Selection announcement

Selected competitors will be notified by mail or telephone within a week following the committee's deliberation. Their names will be published at the ONO'U festival website www.tahitifestivalgraffiti.com and ONO'U social media as of August 7, 2017.

The information published by the Organizer are based on the elements and works provided by the applicants under their sole responsibility and liability. The Organizer will not be held responsible in this regard. A right of access and rectification may however be exercised freely.

Article 3.3. Special case

If, after the deliberation, the Organizer has not been able to retain sufficient quality files for any reason, the organizer reserves the right to extend the registration and selection period of the participants, adjust the number of candidates selected or cancel the contest. The Organizer may establish a reserve list of additional candidates who would be contacted in the event of disability or abandonment of a pre-selected participant.

Article 3.4. Responsibility of Organizer

The responsibility of Tahiti New Generation, the organizer of the ONO'U 2017 World Festival and Contest, can not be called into question if, for a case of force majeure or a reason beyond its control, the contest must be modified, postponed or canceled.

Additives or amendments to these rules may be made up to seven (7) days before the deadline for submission of applications. These elements will form an integral part of the rules and will be accessible on the official website of the contest: https://www.tahitifestivalgraffiti.com. Pre-registered participants will receive an email informing them of the changes made.

IV - COMMITMENTS OF COMPETITORS

All candidates are committed to acceptance of the below terms and conditions.

Article 4.1. Travel to Tahiti

Applicants must be available and able to participate in person to the playoff and final stages of the competition in Tahiti and its islands, from October 5 to 12, 2017.

Article 4.2. Behavior

Each participant undertakes to produce quality work, respecting the contest rules and a code of conduct. In this regard, each candidate undertakes to have a decent and reasonable behavior during the competition in Tahiti and her islands.

Each selected participant agrees to comply with the conditions defined by the Organizer, including the choice of surfaces, support panels, dimensions, material, themes and colors given or imposed to them at every stage of the competition.

He also undertakes during the period of 5 to 12 October of his participation in the ONO'U competition not to produce any other mural or graffiti works than those he will realize for the competition on the only supports provided by the Organizer. And this notably to not influence the jury on works produced in parallel to those of the competition. Competitors are also asked not to use the paintings provided by the Organizer outside of the competition. Finally, he undertakes not to perform in any other event than those proposed by the Organizer during his stay in Tahiti.

Where appropriate, the Organizer or President of the jury of the ONO'U 2017 Graffiti World Contest, have the authority to exclude at any time of the event, any participant who shall not comply with these conditions, hold inappropriate comments or adopt an inappropriate or disrespectful behavior against any member of the organizing committee, sponsors or partners of the ONO'U 2017 festival and competition. And therefore any candidate who will compromise the image of the event or hinder the smooth running of the competition.

Any candidate disqualified and excluded from the competition for the reasons stated above, will have its local accommodation immediately canceled and will be compelled to leave the host territory of the contest without delay.

Article 4.3. Copy rights and ownership

Applicants to the contest hereby guaranty that they have the copy rights and full ownership of their works, videos, photographs and any item that has been addressed during registration and guarantees The Organizer against any claims of third parties in this respect.

After registration, all the selected competitors, winner or loser, further allow the Organizer Tahiti New Generation to publish their artworks, photographs or presentation, etc, on the festival website www.tahitifestivalgraffiti.com, on the websites of festival's sponsors and partners, all media and all communication media (catalog, brochure, festival social networks, database online, newspapers, radio, TV, internet, cinema, mobile, etc) for the sole purpose of promoting the ONO'U festival and competition.

Selected candidates consent to the Organizer using their artist name, artworks, likeness, image and/or voice in any media for an unlimited period without remuneration for the purpose of promoting the event (including any outcome). And so, including publicity purpose, media release, or promotional usage through events and exhibitions which may be organized at a later date in French Polynesia or abroad by The Organizer.

In addition, the selected competitors agree to participate at the request of the Organizer to all media events, interviews on site, during their trip to the ONO'U 2017 World Graffiti Contest in Tahiti and its islands, from 5 to 12 October 2017.

In consideration for all services rendered and/or paid by the Organizer together with all prizes and/or materials received by the contestants within the framework of the Contest as described in the above and below articles I and V of these Competition Rules, each contestant agrees to directly yield for free without any restriction and/or reservation to the TAHITI NOUVELLE GENERATION Company (i.e. the Organizer) during the full term of copyright and any extensions or renewals, all copyright in and to his/her Contribution (i.e. all works made by the contestant) within the framework and during the duration of the contest between the 6th and 11th of October 2017 together with all proprietary rights and all rights therein, including but not limited to the right to publish, republish, transmit, sell, distribute, reproduce on any medium and otherwise use the concerned Contribution in whole or in part wether in electronic and print editions or in derivative works throughout the world, in all languages and in all media now known or later developed, and to license or permit others to do so.

Hence, it is pointed out that when received by the Organizer, the contestant's application form for the Contest will directly and immediately grant the Organizer all rights to freely use the Contribution above-described.

By signing these Competition Rules on the below page (7) and sending his or her application to the Organizer, the contestant therefore understands that he or she fully accepts the above mentioned transfer of copyright and rights and that he or she could also be required to sign a copyright and rights transfer agreement if deemed necessary by the Organizer.

Any contestant refusing the above mentioned transfers should not send an application.

Article 4.4. Insurance

Candidates declare to be insured and covered in civil liability for body injury, material damage and intangible damage that may occur during the contest and during their travel and full stay in French Polynesia. The organizers can not be held responsible for any damage. With the exception of any liability that can not be excluded by law, the Organizer (including its respective officers, employees and agents) excludes liability (including negligence) for any personal injury; Or any loss or damage (including loss of opportunity); Whether direct, indirect, special or consequential, arising in any way from the event.

<u>V - TRAVEL TO TAHITI</u>

Article 5.1. International Air Ticket

Special discount prices (of approx. 25% of full fare) will be offered to selected competitors for the purchase of their international air ticket from cities served by Air Tahiti Nui, official carrier of the ONO'U festival and Contest (namely Paris, Los Angeles, Auckland or Tokyo Narita). The selected candidates must indicate their city of departure to the Organizer who will facilitate the bookings with the airline.

Article 5.2. Accommodation and Catering

Selected international applicants will be offered complimentary accommodation in a shared double room for seven (7) nights from October 5 to 12, 2017. A daily breakfast will be provided. All candidates will only be accommodated at the addresses chosen by the Organizer. A light lunch and dinner will also be offered free of charge to competitors during the competition days. Any personal consumption beyond that described above will remain the full responsibility of the participant.

Article 5.3. Local transportation

The Organizer shall assume responsibility for all local and inter-island travels provided for in the ONO'U 2017 competition in Tahiti and its islands. This will include, in particular, the transport by bus of the competitors from Tahiti International Airport to the hotel, from the hotel to the various competition venues, as well as the inter-island transfers by boat and plane set by the Organizer to reach the different locations of the competition.

VI - JURISDICTION AND COMPETENT LAW

Tahiti Nouvelle Generation rules cases not provided for in this regulation. Participation in the ONO'U 2017 World Graffiti Contest implies unreserved acceptance of the terms and conditions of this Regulation; the signing of this document having contractual value. Any dispute regarding participation in the festival and competition that may arise between a participant and The Organizer, will be submitted to the competent courts, and in particular to the Courts of Papeete, French Polynesia, if applicable.

Any breach of regulation shall entitle the Organizer to cancel the participation of an applicant from the competition or disqualify him/her without any formality. Each competitor shall provide accurate information while registering in the competition and all the above commitments made in its name.

VII - ACCEPTANCE OF THE RULES AND REGULATION

The sending of an application file implies the tacit, immediate and irrevocable acceptance of this regulation. Any infringement of the provisions of this regulation entitles the Organizer to cancel the participation of an applicant from the competition or exclude a participant without any formality.

Each candidate is responsible for the accuracy of the information entered in the contest and for all the above commitments made on his / her behalf.

Date of acceptance: .. / .. / 2017

I have read the present rules and regulation and I accept them.

Your signature at the bottom of each page and proceeded by the words « Read and approved, good for agreement » at the bottom of the last page

Made in Papeete, 05/05/2017

The Organizer

