

YouTube Works For Brands - **Terms and conditions**

This YouTube Works For Brands (the "**Contest**") is run by Google Ireland Limited whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland ("**Google**").

To enter this Contest, any participating business ("**Business**" or "**you**") must read and agree to these terms and conditions ("**Terms**"). Business agrees that if a representative of Business (e.g. an employee or director) (a "**Representative**") clicks the checkbox in the registration form, this will constitute agreement to these Terms. Business will not be eligible to receive an Award in connection with this Contest unless it agrees to these Terms. The person accepting the Terms on behalf of Business warrants that he or she has full power and authority to do so.

1. Eligibility:

- 1.1. To participate in the Contest and be eligible for entry, the following conditions must be satisfied throughout the duration of the Contest:
 - a. Business must be established and have a billing address in France.
 - b. Business must not be: (i) resident of a US embargoed country, (ii) ordinarily resident in a US embargoed country, or (iii) otherwise prohibited by applicable export controls and sanctions programs from participating in the Contest, or (iv) a wholly or partially state-owned entity or an employee of the government or of a government-controlled entity.
 - c. Representatives must be at least 18 and not be employees, officers, or directors of Google, its subsidiaries and affiliated companies, or be the immediate family or living in the households of any such persons.
- 1.2. Business will provide its Representatives with a copy of these Terms. Business will, and will ensure that all Representatives will, comply with all laws, regulation and their fiduciary obligations applicable to their entry into this Contest, including but not limited to anti-bribery laws.
- 1.3. All YouTube Campaigns that have gone live, at least in part, from 2017 are eligible to enter.
- 1.4. Representatives acknowledge that any Awards will be awarded to their Business and not to them individually.
- 1.5. You may only submit one entry to the Contest.
- 1.6. All determinations of eligibility will be made at Google's sole and absolute discretion. Google reserves the right to verify eligibility and to adjudicate on any related dispute at any time. No correspondence will be entered into.

2. How to Participate:

1.7. To enter the Contest, you must submit an entry on the Contest website, located at <https://www.youtube.com/yt/advertise/youtube-works/>, that complies with the Submission Requirements described below (as determined by Google in its sole and absolute discretion).

1.8. All data provided through the registration process must be complete and correct.

Submission Requirements

2.3. Participants will submit their entry via an online form, located at the following [link](#), detailing how Participants are using YouTube to deliver highly effective marketing campaigns.

2.4. The Submission must meet the following criteria ("**Submission Requirements**"):

(i) It must not contain, incorporate or otherwise use any content, material or element that is unlawful, or otherwise be in violation of or contrary to all applicable laws, regulations or Google Ads and Youtube policies.

(ii) It must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, sexual, profane, indecent, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise breach the spirit of the Contest, as determined by Google, in its sole discretion.

(iii) It must not contain any content, material or element that that violates any third party rights.

(iv) All YouTube Campaigns that have gone live, at least in part, from 2017 are eligible to enter.

3. Key Dates:

Contest begins at 12:00am GMT on April 22nd, 2019 and submissions end at 11:59pm GMT on May 31st, 2019 ("Submission Period"). All entries must be submitted during the Submission Period. All entries received after the Submission Period are automatically disqualified.

The Winners will be announced by July 4th, 2019.

4. Determining the winners

4.1. After the Submission Period, the entries will be judged by a panel of independent judges which will evaluate the entries in accordance with the criteria set out in these Terms.

4.2. Entries scoring the most points within each of the final subcategories agreed upon by the assembled judges will be reviewed by the Final Jury to determine the winners.

4.3. The judges will have the discretion to award the following titles to those Winners that they deem to demonstrate the following:

- a. Best use of YouTube for Brand Impact : This will be awarded to the paper that shows how YouTube helped to build a strong brand (image progression, brand awareness, purchase intentions, etc...)
- b. Best use of YouTube for Business Impact : This will be awarded to the paper that shows how YouTube contributed to reach business objectives (lead generation, store visits, Sales uplift, etc...)

In addition 3 Special recognitions will be awarded to the papers that showed a successful use of these levers :

- Best YouTube experience : This will be awarded to the paper that demonstrates a successful experience "made for YouTube" : new language (DIY, ASMR...), YouTube Creators collaboration, play with the length, skip button play, narrative arc..)
- Best YouTube Data Activation : This will be awarded to the paper that makes the best use of data and YouTube audience insights to enhance creative execution and advertising effectiveness.
- Best YouTube Media Strategy : This will be awarded to the paper that has used the best media orchestration (sequencing, targeting, choice of formats ...) to achieve its business or marketing objectives.

4.4 The judges will evaluate the entries by referring to the following criteria and awarding designated points per each criteria:

(i) How well the story of the campaign was told ? (up to 10 points available)

(ii) Did the campaign use Youtube features and / or codes to be effective in its category?(10 points)

(iii) The impact of YouTube to the effectiveness or efficiency of the campaign (beyond views) (10 points)

All decisions by Google regarding Award winners are final and binding and no correspondence will be entered into.

4.5 Awards will be delivered to the winners by July 4th 2019

5. Notification of Winners and Winners' Obligations

- 1.9. If you are a winner, Google will notify you that you have won an Award by sending an email to the address you provided on entry to the Contest on or before July 4th 2019.
- 1.10. Google reserves the right in its reasonable discretion to substitute equivalent Awards of equal or greater value. No cash equivalent of Awards can be claimed.

- 1.11. You may be required to submit a declaration of eligibility in order to receive an Award.
- 1.12. Google is not responsible for lost, late, misdirected, mutilated, incomplete and illegible entry materials, or for electronic transmission errors, theft or destruction or unauthorized access to or alterations of entry, technical malfunctions of any kind. Entries are void if they are in whole or in part incomprehensible, incomplete, damaged, irregular, altered, counterfeit, produced in error, forged, mechanically reproduced or obtained through fraud or theft.
- 1.13. Google will not be liable for unsuccessful efforts to notify you if you are a winner. If you decline an Award, do not respond to the Award notification within 60 days of the notification being sent, fail to claim the Award in the manner specified, are unavailable for Award fulfillment, fail to abide by these Terms or are ineligible, Google may select an alternative winner from all remaining participants.
- 1.14. The Award may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. If you are a winner, you will bear all responsibility for use of the Award in compliance with any conditions imposed by the Award manufacturer, and any additional costs associated with its use, service, or maintenance.
- 1.15. If you win an Award, you will be solely responsible for ensuring that you comply with any applicable tax laws and filing requirements.
- 1.16. Awards are non-transferrable. You may not sell on or give away an Award to other persons.
- 1.17. Names of winners will be available by sending an email to YouTubeWorksFR@google.com up to one month after the Contest Period.

6. Privacy

- 1.18. You acknowledge that Google may collect, store, share and otherwise use personally identifiable information provided during registration for the Contest. Google will use this information for the purpose of the Contest only and will process any such personal information in accordance with its Privacy Policy (<http://www.google.com/policies/privacy/>).
- 1.19. Your information may also be transferred to countries outside your country residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of your country of residence.
- 1.20. You have the right to request access, review, rectification or deletion of any personal data held by Google in connection with the Contest by writing to Google YouTubeWorksFR@google.com.

Intellectual Property Rights

- 1.21. As between Google and you, you retain ownership of all intellectual property rights (including moral rights) in and to any content submitted by you as part of your entry into the Contest. By submitting an entry into the contest, you grant Google, its subsidiaries, agents and partner companies, an irrevocable, worldwide, royalty-free, and non-exclusive licence for the duration of any intellectual

property rights in the entry to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display your entry into the Contest (1) for the purposes of allowing Google and the judges to evaluate the you entry for purposes of the Contest and identifying winners to the public, and (2) for the purposes of advertising and promotion, and press and media communications.

- 1.22. You promise that you are entitled to any intellectual property rights in your entry and that you have not copied your entry, in whole or in part, from any other existing work.
- 1.23. By entering the Contest, Participant grants to Google a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, business name, brand features and website address for advertising and promotional purposes (including, without limitation, the promotion of the Contest) for the full period of protection of any applicable intellectual property laws.
- 1.24. Participants agree to participate in any media or promotional activity regarding the Contest if they are a winner and, in that event, will grant to Google a worldwide, irrevocable, sub-licensable, and non-exclusive licence to use Participant's name, image and likeness for advertising and promotional purposes

Right To Cancel, Modify Or Disqualify

- 1.25. If for any reason outside Google's control, the Contest is not capable of running as planned (which may include tampering, unauthorized intervention, fraud, technical failures, printing errors, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest), Google may, at its sole discretion, cancel, terminate, modify or suspend the Contest.
- 1.26. Google may, acting reasonably: (a) disqualify any participant who tampers with the submission process or any other part of the Contest or whose conduct is contrary to the spirit of the rules or the intention of the Contest and declare void any or all of their entries based on such conduct; or (b) declare void any entries resulting from any errors materially affecting the result of the contest or the number of entrants.

Limitation of Liability & Disclaimer of Warranties

- 1.27. Nothing in these Terms will exclude or limit the liability of Google or its affiliates for:
 - a. death or personal injury as a result of the negligence of Google or its affiliates, servants, agents or employees;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability that may not be excluded or limited under applicable law.
- 1.28. Subject to clause 9.1, Google shall not be liable under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) for any:

a. indirect or consequential losses;

suffered or incurred by you (whether or not any such losses were or were not foreseeable or within the contemplation of the parties).

- 1.29. Subject to clause 9.1(b), and to the extent permitted by law, all warranties, conditions or terms, express or implied, relating to the Award, its use, value or enjoyment, including (without limitation) its satisfactory quality or fitness for purpose, are excluded, with the exception of any standard manufacturer's warranty that may apply to the Awards.
- 1.30. Subject to clauses 9.1 and 9.2 Google's total liability to you and your Representatives under or in connection with this Contest (whether in contract, tort (including negligence) or otherwise) is limited in aggregate to £25,000.

Severability

If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions will remain in full force and effect.

Governing Law and Jurisdiction

These Terms shall be governed by, subject to, and construed in accordance with French law and you and Google submit to the exclusive jurisdiction of the French courts in relation to any dispute (contractual or non-contractual) concerning these Terms.