



## **CONTEST RULES** **BRUNO CATALANO EXPERIENCE**

Bruno CATALANO (hereinafter "**the Artist**") is organizing in collaboration with Galeries BARTOUX (hereinafter "**the Organizer**") a free photographic contest without obligation to purchase entitled "#brunocatalanoexperience" (hereinafter "**the Contest**"), on Instagram accounts @brunocesarcatalano and @lesgaleriesbartoux from February 21, 2021 to March 21, 2021.

You can find all the information concerning the Contest on the dedicated website: [www.galeries-bartoux.com](http://www.galeries-bartoux.com).

### **ARTICLE 1 - CONTEST ORGANIZING COMPANY**

The Organizer of the Competition is: **LES GALERIES BARTOUX**, SARL, registered in PARIS under the RCS n°399 369 073, whose head office is located at 5 avenue Matignon 75008 PARIS.

The Contest is accessible on the Instagram platform, but the Contest is in no way organized or endorsed by Instagram. In no case Instagram will be held responsible in case of litigation related to the contest

### **ARTICLE 2 - DURATION OF THE CONTEST**

The Contest begins on Sunday, February 21, 2021 at 6 p.m. French Time (GMT +1) and ends on Sunday, March 21, 2021 at 6 p.m. (GMT+1),

The winner will be designated as of March 21, 2021 at 6 p.m French Time (GMT+1) under the conditions specified below.

The Contest may be postponed or cancelled without compensation if circumstances so require, particularly in the event of difficulties encountered due to the coronavirus/COVID-19. In such a case, participants will be informed as soon as possible on the Organizer's Instagram page and on the dedicated website.

### **ARTICLE 3 - CONDITIONS AND VALIDITY OF PARTICIPATION**

Participation in the Contest is free and without obligation to purchase. The Contest is open to any natural person over the age of 18 with Internet access and residing anywhere in the world.

Persons who have collaborated in the development of the Contest or who are part of the Organizer's company as well as their respective families (i.e. persons from the same tax household) are not authorized to participate. Are also not allowed to participate the bailiff, his employees and his relatives.

The number of participation is limited to a maximum of one photograph per participant who is a natural person (same surname and first name/same address).

The Organizer reserves the right to ask any participant to justify the aforementioned conditions. Any person who does not meet these conditions or who refuses to justify them may be excluded from the Contest and may not, in the event of winning, benefit from the Prize.

By participating in the Contest, each Participant agrees to abide by these Rules.

### **ARTICLE 4 - PARTICIPATION**

Participation in the Contest is open on the Instagram network from February 21, 2021 to March 21, 2021.

The Contest consists of a photography contest whose goal is to feature an artwork belonging to the emblematic series of sculptures "Les Voyageurs" by Bruno CATALANO, representing characters with a suitcase.

The participant must submit a photograph of himself/herself with a suitcase.

The instructions to respect the theme of the Competition are available on the Organizer's Instagram post and on the Website.

In order to play, participants must:

- Have an Instagram account and connect to this account
- Follow the following Instagram accounts:  
@brunocesarcatalano: <https://www.instagram.com/brunocesarcatalano/?hl=fr>



@lesgaleriesbartoux. <https://www.instagram.com/lesgaleriesbartoux/?hl=fr>

- Publish on his/her personal Instagram account and in "stories" the photograph with the hashtag (#)brunocatalanoexperience.
- Tag the account @brunocesarcatalano @lesgaleriesbartoux on the publication

## **ARTICLE 5 - PRIZE DESIGNATION**

The winner will be the next model of a bronze sculpture of the Artist, 70cm in size and printed in 8 copies.

The winner will receive a print of this sculpture, worth approximately 20,000 euros. The other seven prints will remain the property of the Artist. The costs of delivery of the sculpture to the winner's home will be borne by the Organizer.

The Organizer will contact the winner to arrange for him/her to come to the Artist's workshop for a meeting and to scan his/her silhouette and face for the creation of the sculpture, between March 21 and April 21, 2021, depending on the availability of the Artist and the winner. The Organizer will pay the travel expenses of the winner to the Artist's workshop.

The meeting between the Artist and the winner as well as the steps of the creation of the sculpture will be filmed under conditions determined by the Organizer.

The winner's sculpture will be presented during an exhibition entitled BRUNO CATALANO EXPERIENCE, organized within the GALERIES BARTOUX (Galerie Matignon in PARIS or Galerie à SAINT-TROPEZ) in June 2021 or September 2021. The winner agrees to be present at the opening of this exhibition. The Organizer will pay the winner's travel expenses to the exhibition venue.

This Prize may not be the subject of a request for financial compensation, exchange or return, for any reason whatsoever. The Organizer reserves the right to substitute, at any time, for the prize offered, a prize of equivalent value or similar characteristics, or a voucher of identical commercial value.

The Prize is nominative; it may therefore not be awarded to a person other than the person selected.

## **ARTICLE 6 – WINNER SELECTION, AWARDING OF THE PRIZE AND UNDERTAKINGS OF THE WINNER**

The Competition will close on March 21, 2021.

The Artist will select a winner for the Prize, based on the creativity of the photograph: movement of the person, background scenery and characteristics of the bag used. It will also select 5 substitutes in order of preference of the photograph in case the winner fails to show up or does not show up within the time limit.

The name of the winner will be announced on Instagram on the Artist and Galeries BARTOUX pages on March 21, 2021.

The winner will be contacted via the private messaging system of Instagram by @lesgaleriesbartoux account in order to obtain his or her contact information (first name, last name, postal address, e-mail) in order to organize the terms and conditions of the awarding of the Prize. The winner must respond to this contact within 48 hours.

The winner already gives his or her agreement for the exploitation of his or her image rights within the framework of the awarding of the Prize as defined in Article 5 and undertakes to subsequently sign an agreement of right of use of the image with the Artist and the Organizer.

The winner is informed that in order to receive the Prize, he/she will have to travel to France: to the Artist's studio for the creation of the sculpture and to the GALERIES BARTOUX (in PARIS or SAINT-TROPEZ) for the opening of the BRUNO CATALANO EXPERIENCE exhibition in June 2021 or September 2021, which he/she accepts.

## **ARTICLE 7 - PERSONAL DATA**

The personal data collected in the context of participation in the Contest are collected by the Organizer and are subject to be processed, under its responsibility, exclusively for:

- Managing participation in the Contest,
- Designating the winner,
- Awarding the Prize

Personal data will not be kept beyond the limits of performance of these three obligations.



The data collected within the framework of the Contest are the following: Instagram pseudonym, surname, first name, e-mail address and telephone number.

In accordance with the French Data Protection Act of January 6, 1978 as amended, Participants have the right to access, rectify and delete their personal data. Under the conditions and subject to the reservations laid down by these texts, the Participants may also request the portability of their data, oppose the processing carried out, ask for its limitation and issue directives on the storage, deletion or communication of their personal data after their death.

In order to exercise their rights, Participants may contact the Organizer at the following address: LES GALERIES BARTOUX at 5 avenue Matignon 75008 PARIS. PARIS + [contact@galeries-bartoux.com](mailto:contact@galeries-bartoux.com)

#### **ARTICLE 8 - PUBLICATION AGREEMENT**

Each participant, by accepting the Rules, agrees, as a condition of validity of his/her participation in the Contest, that his/her photographs may be published on the social networks and websites of the Organizer and the Artist, for the purpose of promoting the Contest and the exhibition, without this reproduction giving rise to any compensation or indemnity.

Each Participant guarantees that the author of the photograph grants the Organizer and the Artist the rights to reproduce, distribute and adapt any photograph published in the context of the Contest.

The Participants and the winner also authorize the Organizer and the Artist to mention their names and/or pseudonyms of their Instagram account on the various pages of the Contest.

The photographs and Instagram names/pseudos will be reproduced and published on the following social networks and websites:

<https://www.instagram.com/lesgaleriesbartoux/?hl=fr>

<https://www.instagram.com/brunocesarcatalano/?hl=fr>

<https://www.facebook.com/LesGaleriesBartoux/>

<https://www.facebook.com/Bruno-Catalano-194179870615002/>

<https://www.galeries-bartoux.com/>

<https://brunocatalano.com/>

#### **ARTICLE 9 - CONTEST RULES**

The settlement is deposited at the law firm ACTAY CAROLLE YANA , bailiff at the Paris tribunal de grande instance, located in Paris 11th 5 cité de Phalsbourg.

These rules are available on the Site at the following address: [www.galeries-bartoux.com](http://www.galeries-bartoux.com).

It can also be sent free of charge, to any person who requests it to the following email: [contact@galeries-bartoux.com](mailto:contact@galeries-bartoux.com).

#### **ARTICLE 10 – REFUNDS OF EXPENSES RELATED TO PARTICIPATION IN THE CONTEST**

Refunds of postage costs related to the request for communication of claim (stamp at the current slow rate) can be obtained upon written request to the Organizer's address by enclosing a BIC or post office account identity. Refunds will be made by bank transfer within sixty calendar days from receipt of the request for refund and after verification of the request.

Refunds of the internet connection fees for participating in the Contest, up to a maximum limit of 3 minutes and excluding mobile participation, may be obtained by simply sending a written request to the Organizer's address, legibly specifying the following information: surname, first name, full postal address, date and time of participation.

Any access to the site being made on a free or flat-rate basis (such as, in particular, connection by cable, ADSL or dedicated connection) shall not give rise to any refunds, insofar as the subscription to the services of the access provider is in this case contracted by the Internet user for his or her use of the Internet in general and the fact that the participant connects to the site and participates in the Contest does not give rise to any additional costs or expenses.

The request for reimbursement must be accompanied by a BIC or post office account identity and a copy of the invoice from the participant's Internet service provider showing: on the one hand, the exact nature of the service provided by the Internet service provider and its method of invoicing) and, on the other hand, the date and time of connection corresponding to the participation in the Contest clearly highlighted or underlined by the participant.



In any event, refunds of participation fees will be made within the limit of one (1) entry per participant (same surname and first name/postal address).

Any request for refunds that does not correspond to an effective participation, that is incomplete, or erroneous, cannot be processed.

Participants who cannot justify their participation will not be refunded.

#### **ARTICLE 11 - INTELLECTUAL PROPERTY RIGHTS**

In accordance with the laws governing intellectual property rights, the reproduction, representation or exploitation of all or part of the elements contained in the Contest are strictly prohibited, with the exception of the use of the "#brunocatalanoexperience".

The trademarks mentioned in the Contest (GALERIES BARTOUX and BRUNO CATALANO) are registered trademarks belonging to their respective owners.

#### **ARTICLE 12 - LIABILITY**

The Organizer declines all direct or indirect responsibility in the event of misuse or incident related to the use of the computer, access to the Internet, maintenance or malfunction of the Contest servers, or any other technical connection.

The Organizer shall not be held liable and no recourse may be taken against it in the event of acts of a third party, events beyond its control (in particular in the event of difficulties encountered due to the coronavirus/COVID-19) or the occurrence of events presenting the characteristics of force majeure as defined by Article 1218 of the French Civil Code, preventing the smooth running of the Contest, obliging to modify the terms and conditions of the Contest, partially or totally depriving the winner of the benefit of the Prize, lengthening the deadline for the awarding of the Prize or resulting in the loss or deterioration of the Prize.

#### **ARTICLE 13- LITIGATION**

The present rules are subject to French law.

Any dispute arising in connection with this Contest will be subject to an attempt at amicable settlement.

If no agreement is reached, the dispute will be submitted to the competent courts to which the Organizer's head office belongs.