

le CENTRE du LUXE et de la CREATION ●

LUXURY AND CREATION

TALENTS

2019

TERMS AND CONDITIONS



**Talents du luxe et de la création**

Le Centre du luxe et de la création

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## TERMS AND CONDITIONS

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- **Article 1. Purpose of the Luxury and Creation Talents**

**The Luxury and Creation Talent Awards** are awarded each year to the best creators across all luxury sectors who are distinguished by excellent knowledge and exceptional work. The Luxury and Creation Talent Awards fall within a wider-ranging structure known as the **Luxury and Creation Centre**.

Anyone who is recognized for **accomplished expertise** in one of the luxury sectors can be a candidate (hereafter “the Candidate”) for the Luxury and Creation Talent Awards.

Applications are assessed by a jury of professionals from the luxury industry. Awards are given based on qualitative criteria corresponding to the Candidate’s talent and the prize values: audacity, well-being, elegance, harmony, innovation, inventiveness, originality, rarity and seductiveness. In addition to those, a prize is awarded to leaders of the luxury sector, the Management Talent Award.

- **Article 2. Organizer**

The Luxury and Creation Talents are organized by the “Centre du luxe et de la création” (hereafter “the Luxury and Creation Centre”), a department of Carles & Associés, S.A.S. with a share capital of 156,950 euros in Paris, whose head office is located at 1, rue Madame 75006, Paris, with Paris Trade and Companies Register Number 513 771 253. The present terms and conditions are available on the website [www.centreduluxe.com/les-talents](http://www.centreduluxe.com/les-talents) or by request to the Luxury and Creation Centre. The terms and conditions may be modified or completed at any time by Carles & Associés with no advance notice. Any participant rejecting the modification(s) to the terms and conditions will have to withdraw from the Luxury and Creation Talents.

- **Article 3. Conditions of participation**

- ▶▶ Registration to the Luxury and Creation Talent Awards is free. No registration fee is required from the participants.
- ▶▶ **The contest is open to all creators and players in the different sectors of the luxury industry:** fashion and accessories, cosmetics and fragrances, jewellery, watch-making, design, architecture, gastronomy, hotels, automobiles, and still many others... who contribute to the pleasures of life and the beauty of our surroundings.
- ▶▶ Creators practising a purely artistic activity (sculpture, painting, etc.) without a direct connection to the luxury industry are not admissible.
- ▶▶ An application may be individual or collective (four persons at most).

- ▶▶ Applications may be submitted by the Candidates themselves, by a member of the Jury acting as a Talent Scout, by a past Luxury and Creation Talent Awards winner, by the members of the Luxury and Creation Centre, or by a business or a professional organization.
- ▶▶ Each Candidate competes for one of the nine Luxury and Creation Talent Awards for creative inspiration (*Audacity, Well-being, Elegance, Harmony, Innovation, Inventiveness, Originality, Rarity, and Seductiveness*) or the Management Talent Award. The category of the award is determined on the online application form. In the event of a multiple choice, the Candidate will choose the category that corresponds best to his/her area of expertise, based on the advice of the Luxury and Creation Centre.
- ▶▶ Among the nominees, the Jury will choose the Golden Talent Award and the Hallmark of the Year.
- ▶▶ Candidates must register online by sending fully completed application packages (see Article 5) to the following address: [www.centreduluxe.com/les-talents](http://www.centreduluxe.com/les-talents)

- **Article 4. Application period**

Applications may be submitted between **June 4th, 2018 and October 31<sup>st</sup>, 2018 midnight (Paris time)**.

Application packages received after October 31<sup>st</sup>, 2018 will not be reviewed.

- **Article 5. Calendar**

The estimated calendar for the 2019 edition of the Luxury and Creation Talents is as follows:

- Submissions of the application packages before October 31<sup>st</sup>, 2018 midnight (Paris Time);
- Selection of the Candidates by the Organizer until november 2018;
- Selection of the nominees by the Luxury and Creation Centre and the Jury in november 2018;
- Choice of the winners by the Jury on the 4<sup>th</sup> of December 2018.
- Presentation of the Awards on the 5<sup>th</sup> of February 2019.

These dates are given for information purpose only. They may be modified at the discretion of the Luxury and Creation Centre should the need arise. The Luxury and Creation Centre may thus shorten, suspend, postpone, modify or cancel the Luxury and Creation Talents competition without being held accountable or liable and without it being deemed causing harm or loss of opportunity to the Candidates at any point of the selection procedure.

- **Article 6. Application package preparation**

- **Step 1 – Selection**

The application package must be completed directly online on the website [www.centreduluxe.com/les-talents](http://www.centreduluxe.com/les-talents) following the directions posted on the website before October 31<sup>st</sup>, 2018 midnight (Paris time).

The application package presents the information that enable the Jury to visualize, understand, assess and judge the creator's expertise.

The application package includes:

- Information regarding the Candidate's identity, education and training, and career path;
- An outline of the Candidate's biography, highlighting his/her or her career path, achievements and awards;
- A photo book of the Candidate's work (max. size: 40Mb);
- A press book with relevant wording and descriptions. Feature pieces and interviews about the Candidate and his/her work and company are necessary;
- 5 HD pictures illustrating the Candidate's work, career and, in the case of a submission for the Management Talent Award, company, for the presentation documents of the Centre (slideshows for the Jury, press kit, Talent Awards review, ...). Please make sure to indicate the copyright in the picture caption, when necessary;
- You also may choose to add a link to a video.

**In addition to this, you must send a duly completed and signed application form by email to [contact@centreduluxe.com](mailto:contact@centreduluxe.com); it will validate the Candidate's application and commit you to respect the present terms and conditions.**

*The digital pictures will be used in the presentation documents for the Luxury and Creation Talent Awards (slideshow for the Jury, press kit, Talent Awards review, website and social media ...).*

Once the application package is complete, the Candidate will get an email confirmation that the application has been received by the Luxury and Creation Centre.

- **Step 2 – Nominees selection**

If the Candidate is selected as a nominee, he/she will be so informed in november 2018 and he/she will have to provide a photo book for the final Jury in paper form.

Nominees are also strongly advised to deposit one or several creations or products, which will be returned at the end of the contest by being held at his/her disposal at the Luxury and Creation Centre's office, 1 rue Madame 75006 Paris, until the end of December 2018. **After this deadline, all remaining creations, objects, packages or products will be destroyed and no complaint will be admitted.**

Deposits have to be insured by the Candidates. Deposits can be made the morning of the selection date (the exact date will be communicated later) at the selection place and taken back during the evening of the same day after 6pm. All deposits must be validated beforehand with the team of the Luxury and Creation Centre.

The Luxury and Creation Centre shall not be liable for loss or deterioration of any object, file, or document deposited by a Candidate in the context of his/her participation to the Luxury and Creation Awards.

- **Article 7. Application form**

To take part in the competition, Candidates must sign an application form which:

- commits the Candidate to take part in the competition
- certifies on his/her or her honour the accuracy and truthfulness of the deposited documents, for which the Candidate bears full responsibility
- grants the Luxury and Creation Centre the rights to use the pictures sent by the Candidate, for any communication from the Centre about the Candidate should he/she be a nominee or a winner.

In the case where the application form has not been submitted before October 31<sup>st</sup>, 2018, the Luxury and Creation Centre may at its sole discretion decide to exclude the Candidate without this exclusion granting the Candidate any right whatsoever to compensation.

- **Article 8. Selection of the applications**

Only the applications that have been submitted before the given deadline and which meet the high quality requirements of the Luxury and Creation Talents shall be admitted to the selection.

Any application which is incomplete, submitted after the deadline, or containing false or erroneous information shall be declared inadmissible, without any obligation for the Luxury and Creation Centre to inform the Candidate of it, and without it granting the Candidate whose application has been rejected any right whatsoever to compensation. This provision applies to any step of the attribution process for the Talents.

The applications thus selected are reviewed by the Luxury and Creation Centre and presented to the Jury members who select the nominees for each Talent. Each Talent has its own evaluation criteria based on its definition.

Among the Candidates whose application has been deemed acceptable, only the list of nominees may be made public.

- **Article 9. Attribution of the Prizes**

The nominees selected by the Jury and the Luxury and Creation Centre enter the competition for the attribution of the Luxury and Creation Talent Awards.

The Jury, chaired by Jacques Carles, President of the Luxury and Creation Centre, will meet on the **4<sup>th</sup> of December 2018** to determine the 2019 Luxury and Creation Talent Award winners, who will be presented at the Luxury and Creation Talent Awards Gala on the **5<sup>th</sup> of February 2019**.

The Jury is sovereign and its members' votes are confidential. In case of disagreement on the result of the votes, or of an equality of votes, it rests with the Jury and its President, ultimately, to decide.

- **Article 10. Return of application packages**

The application packages are returned at the end of the competition, by being held at the Candidate's disposal at the Luxury and Creation Centre's office, 1 rue Madame 75006 Paris, until the end of December 2018. The Luxury and Creation Centre will not keep after this date application packages that have not been reclaimed.

No return will be done by mail, except in the case of Candidates not based in Paris and its region. Candidates should contact the Centre when submitting the application to complete the necessary formalities. The shipping costs shall be paid by the Candidate.

- **Article 11. Intellectual property**

For the purpose of his/her participation in the Luxury and Creation Talent Awards, the Candidate shall provide documents such as photographs (and possibly videos) to the Luxury and Creation Centre.

The Luxury and Creation Centre may use the documents provided freely by the Candidate, for the purposes of presentation, communication and promotion regarding the Luxury and Creation Talents, the Candidates and their creations, including for the institutional communication of the Luxury and Creation Centre.

The Luxury and Creation Centre is therefore allowed to reproduce or have reproduced all or parts of the documents provided, temporarily or permanently, by any known or to be discovered process, on any known or to be discovered medium, whether paper-based or electronic;

As such, each Candidate grants the Luxury and Creation Centre a final and irrevocable, but not exclusive, licence on all the property rights related to the provided documents, including copyrights, rights to registered or unregistered designs, rights to registered or unregistered trademarks, recognised by the laws and regulations of all countries as well as by present and future international conventions. This licence is granted free of charge, for

the entire world and for the statutory periods of the intellectual property rights in each country, including their possible extensions.

Under this licence, the Luxury and Creation Centre is allowed to use:

- all or parts of the documents which have been submitted on the website, by any means and for as many times as the Centre shall deem necessary, for the purpose of the Luxury and Creation Centre and the Jury assessing the applications;
- all or parts of the documents which have been submitted on the website, by any mean and for as many times as the Centre shall deem necessary, for the purposes of presentation, communication and promotion regarding the Luxury and Creation Talents.

The Luxury and Creation Centre is thus allowed, in strict conformity with the aforementioned purposes, to:

- reproduce or have reproduced all or parts of the documents submitted on the website, temporarily or permanently, associated or not to any other intellectual property element whatsoever, of the same or different nature, by any known or to be discovered process, on any known or to be discovered medium, whether paper-based or electronic;
- represent or have represented all or parts of the documents submitted on the website, associated or not to any other intellectual property element whatsoever, of same or different nature, by presentation or communication to the public and by any mean of publication, diffusion and broadcasting, known or to be discovered, such as any electronic communication medium, such as the Internet;
- adapt or have adapted, transform or have transformed, arrange or have arranged, modify or have modified, add or have added, translate or have translated, all or part of the documents submitted, as the Luxury and Creation Centre shall deem necessary for their utilization.

For the purposes of the organization of the Luxury and Creation Talents, each Candidate guarantees to the Luxury and Creation Centre:

- the legal existence of the intellectual property rights related to the documents submitted, and the Candidate is committing to realize the necessary diligence to maintain and, should the need arise, renew those rights and incur the relative expenses;
- that he is the owner of all the intellectual property rights that allows him/her to submit the documents on the website and to grant the aforementioned licence, and that he has obtained, when relevant, the permission to submit the documents and grant that licence, from all persons who may have contributed to the creation of the documents submitted;
- that the documents submitted do not infringe upon the rights of any third party and that they are not contested or subject to legal infringement, invalidity, cancellation or challenging action;
- that the Luxury and Creation Centre shall be able to use the documents submitted, freely and peacefully, within the confines of the aforementioned purposes.

- **Article 12. Personality rights**

The documents submitted by the Candidates within the context of their participation in the Luxury and Creation Talents contain elements that are protected under personality rights (hereafter “the Elements of Personality”), such as, for example, the picture portrait of the Candidate. Should he be a nominee, the Candidate may also be photographed during the Luxury and Creation Talent Awards.

Every Candidate grants to the Luxury and Creation Centre, irrevocably but not exclusively, the permission to use, reproduce, represent, and exploit freely, all or parts of the Elements of Personality,

- (a) included in the documents submitted, by any means and as many times as the Organizer deems it necessary, for the purposes of presentation, communication, and promotion regarding the Luxury and Creation Centre, the Candidates and their creations, including in the context of the institutional communication of the Luxury and Creation Centre. This permission is granted free of charge, for the entire world for a duration of fifteen (15) years.
- (b) all the photographs, pictures or sequence of animated pictures representing the Candidate (those being part of the Elements of Personality), which may be captured and preserved during any presentation, communication, or promotion event related to the Luxury and Creation Talents, or in the context of the institutional communication of the Luxury and Creation Centre, including any visual or audiovisual communication accompanying the public presentation of the nominees and winners.

This permission encompasses all the rights pertaining to the Elements of Personality that may be recognised in the legal and regulatory provisions of all countries as well as in the international conventions, whether current or future.

Every Candidate guarantees that he/she has obtained the permission to grant the aforementioned permission to the Luxury and Creation Centre, and to use himself/herself, within the context of his/her participation in the Luxury and Creation Talents, the rights pertaining to the Elements of Personality, from any third party whose name, and/or pictures representing them are provided by the Candidate to the Organizer, in particular all the necessary permissions pertaining to the image rights of the artistic director and of the models wearing the Candidate’s creations.

Every Candidate guarantees that the Luxury and Creation Centre shall be able to use the Elements of Personality, freely and peacefully, within the confines of the aforementioned purposes.



- **Article 13. Independence of the Candidates and Conflicts of Interests**

No subordination relationship whatsoever may be created between a Candidate, a nominee or a winner, and the Luxury and Creation Centre.

A Candidate, a nominee or a winner may under no circumstances and in no way whatsoever be considered as the agent or the associate of the Luxury and Creation Centre. The participation to the Luxury and Creation Talents does not confer any power to a Candidate, nominee or winner neither to represent themselves as a representant of the Luxury and Creation Centre, nor to enter into any transaction or agreement whatsoever in the name of or on the behalf of the Luxury and Creation Centre.

The Luxury and Creation Centre reserves the right to exclude at any point a Candidate or a nominee, and if applicable to deprive a winner of his/her title, in the case of non-compliance with the present terms and conditions, with the general terms of use of the website, or if his/her behavior is likely to be detrimental to the name and the reputation of the Luxury and Creation Centre, its President or its employees.

- **Article 14. Litigation**

By taking part in the Luxury and Creation Talents, the Candidate is deemed have accepted to comply with all the terms of the present terms and conditions, and he/she accept them unconditionnally and without reserve. All practical difficulties of interpretation or application of the present terms and conditions shall be adjudicated sovereignly and ultimately by the Luxury and Creation Centre.

The present terms and conditions are governed and interpreted in accordance with the laws of France. The present terms and conditions are available in French and English; in the event of litigation, the French version shall prevail. The Candidate expressly accepts that, in the event of a dispute with the Luxury and Creation Centre, French courts have exclusive jurisdiction, and the dispute shall be submitted to the competent courts within the jurisdiction of the Paris Court of Appeals.

## ● APPLICATION FORM ●

To be sent with a signature by email after submitting the application on the website

**Submission deadline: October 31<sup>st</sup>, 2018**

Last Name:..... First Name: .....

Profession\*:..... Company: .....

*\* Please indicate the exact title the Candidate wishes to see on the official communication documents published by the Luxury and Creation Centre, if he/she happens to be nominated or Award winner*

Business address: .....

Business telephone: ..... Mobile (optional): .....

Email: .....

Nationality: ..... Date of birth: ..... / ..... / .....

Application source: (Talent Scout, Award winner, business, professional organization or unsolicited)

### **Press agent:**

Name:..... Email: .....

## ● CATEGORIES (Check all that apply)

- |   |  |  |
|---|--|--|
| <input type="radio"/> Audacity Talent Award   | <input type="radio"/> Harmony Talent Award       | <input type="radio"/> Originality Talent Award |
| <input type="radio"/> Well-being Talent Award | <input type="radio"/> Innovation Talent Award    | <input type="radio"/> Rarity Talent Award      |
| <input type="radio"/> Elegance Talent Award   | <input type="radio"/> Inventiveness Talent Award | <input type="radio"/> Seduction Talent Award   |
| <input type="radio"/> Management Talent Award |  |  |

*Candidates compete for the Talent Award determined on this form. In the event of a multiple choice, the Luxury and Creation Centre will examine the candidate's application package and suggest a category that corresponds best to his/her area of expertise.*

I undersigned .....

certify that I have read the terms and conditions of the Luxury and Creation Talents and that I accept them.

I certify on my honour that the submitted documents do not contain any false, misleading or incomplete information, and assume full responsibility for them.

I grant the Luxury and Creation Centre the rights to use the pictures included in my application for any communication that the Centre will realize within the context of the promotion of the Talents.

**Signature :**

*Read and Approved*