

Terms for participation in the Versace competition DV TV Contest

1. Description of the Competition

Versace is a fashion house known throughout the world for the creation, production, and sale of, among other things, products, accessories, perfumes, spectacles, and luxury items for the home in general, all distinguished by the originality of their immediately recognisable and well-known designs and individual traits.

By organising this competition with the title DV TV Contest (the "Competition"), Versace wishes to give all its customers who decide to take part in the Competition (the "Participants " or singly, a "Participant") the opportunity to express their imagination: the Participants will decide what they consider their favourite Versace designs and prints and will send a list of them, together with pictures if they wish (the "List"). The Participants will send the List to a dedicated email address, DVTV@versace.it (the "E-mail"). The Competition will be advertised on the Versace Instagram page and on all other means Versace considers of use in making the Competition known.

Versace will select an image from the Lists it receives and will inform by email both the Participant who wins and those Participants who do not.

2. Regulations

The Competition falls within the exclusions set forth by Article 6 of Presidential Decree 430/2001.

To take part in the Competition, the Participants must accept the terms of these Regulations (the "Regulations"). Non-acceptance of the Regulations will prohibit participation in the Competition. **The Participants will make swipe up on the posts advertising the Contest and/or click on the pop-up that appears on the versace.com website, and will be directed to a dedicated explanation page (the "Landing page"). Acceptance of the Regulations will be effective by means of Participants' registering in the Competition by sending the List to the E-mail. By sending the List to the E-mail, Participants declare and guarantee that they have read, understood, and accepted the Regulations, as well as the privacy notice.**

The Regulations will constitute a legally binding agreement between the Participants and Versace in relation to the Competition.

The provisions of the Regulations, participation in the Competition, and use of the E-mail and the Landing page by Participants may not, under any circumstances, be interpreted as an offer of an employment contract with Versace, and will not imply the existence of any type of confidential, fiduciary, agency or any other kind of implied or *de facto* professional relationship.

Duration of the Competition

The Competition will begin at 00:00 CET on 24 June 2020 and will end at 24:00 CET on 31 July, 2020 ("Competition Duration"). Those seeking to take part outside this period will not be taken into consideration.

4. E-mail and Landing page

The E-mail and the Landing page are managed and owned by Gianni Versace S.r.l. ("Versace"), a company formed under Italian law with its Registered and Administrative Offices in Milan at Piazza Luigi Einaudi, 4 (20124), and Tax code, VAT Registration Number, and Registration number with the Milan Business Register of 04636090963.

The Landing page is a second-level domain of the institutional site www.versace.com, owned by Versace.

For the purposes of processing personal data pursuant to Article 11 below, Versace is the Data Controller for the personal data processing and the Agency has been appointed as the Data Processor for said processing.

Without prejudice to the mandatory limits imposed by law, the Agency and Versace cannot be held in any way liable for loss and damage arising from the use of this Landing page including, purely by way of example, loss and damage caused by errors, imprecision, interruption, defects, deletion, loss of data, unauthorised access, viruses or any other loss.

5. Manner of Participation and Registration with the Competition

Participation in the Competition is free of charge.

To participate and enter the Competition, Participants must be at least eighteen (18) years of age at the time of registration and, if requested by Versace, will be required to provide proof of their declared age.

Participants may enter the Competition up until 24:00 CET on 31 July 2020.

To take part in the Competition, Participants must use their own official name. Versace will only communicate information related to the Competition exclusively to e-mail addresses. Participants will be required to ensure their e-mail address remains operative. Versace will thus have no liability in circumstances when Participants provide an incorrect or non-operational e-mail address or when filters have been applied preventing the receipt of e-mails from Versace. If a Participant is the winner of the Competition, he or she would lose the right to receive a prize in such circumstances and would not be considered the winner. Participants will receive confirmation of registration via an e-mail from Versace.

Participants recognise that Versace will not be liable for any form of indemnity or refund with regard to participation in the Competition, the publication of the List, or any other related activity.

Each Participant will only be able to send one List to the E-mail. If Participants send more than one List, only the first List sent will be considered valid for entry to the Competition.

6. Lists

The Lists must be original and new work (never previously published in any way or by means of any medium, whether paper or electronic), being the result of the creativity of the Participants alone.

The Lists, if sent together with pictures, must not show objects, or be taken in such a way, that is contrary to public order, the current law, good custom or common morality.

Versace reserves the right, at its sole discretion, to not publish, in its unchallengeable opinion, Lists with or without pictures which do not meet the above requirements and which it considers to be unacceptable, without providing any justification to Participants.

Participants will be solely liable for the Lists and the objects portrayed in them which are sent to the E-mail.

7. Manner of selecting the Lists

The Lists will be assessed by a special internal Commission chaired by Versace's Creative Director, Mrs. Donatella Versace (the "Commission"). The decisions of the Commission will be final and binding.

The following criteria will be used in judging the Lists: creativity, originality, and accuracy.

The winner will be chosen by the Commission at the end of the Competition Duration and, in any case, no later than 12:00 CET of 31 August 2020.

The winning Participant will be directly informed by Versace by means of a communication sent by e-mail.

The Participants who do not win will also be informed by Versace by means of a communication sent by e-mail.

8. Competition Prize

The winning Participant may win with a single List.

The Competition Prize should be considered by the winning Participant to be a recognition of his or her personal merit and ability.

The winning Participant will receive the prize of a personalised mood board created exclusively by Mrs. Donatella Versace for the winning Participant.

No payments will be made to the winning Participant.

The prize may not be converted into money.

The winning Participant may not transfer the prize to third parties.

9. Further Provisions concerning the possibility of Participant disqualification from the Competition

In addition to the provisions of the previous points of the Regulations, Participants may be disqualified (and the winning Participant may lose his/her right to the prize) if they provide incorrect or falsified data (whether these are identifying data or data used when registering for the Competition, or other data which may have been requested by Versace). If Versace discovers presumed fraud, deception, etc. during the Competition, the Participant will be required to provide proof to Versace indicating that he or she was not involved in the presumed fraud, deception, or impropriety.

10. Declarations, Guarantees, and Confidentiality on the part of the Participant

The Participant hereby declares and guarantees that he or she is the unique and sole author of the List, the owner of all intellectual property rights over the List, and he or she has all the powers necessary to participate in the Competition in compliance with the Regulations. As a consequence, **by accepting the Regulations and sending the List to the E-mail**, the Participant guarantees Versace use of the assigned rights, assuring that the exploitation of the intellectual property rights of the List will not infringe upon third party rights, whether in whole or in part, thus holding Versace indemnified from all damage and costs that it may incur in that regard. In particular, the Participant will hold Versace and its staff, representatives, successors, and successors in title indemnified against any claim, compensation, liability, cost or expense (including legal costs), whether deriving from third parties or otherwise, for the Participant's failure to comply with the terms and conditions set out in these Terms, as well as for any act, breach, or omission by the Participant and/or any false declaration made by the same in relation to the Competition.

The Participant hereby acknowledges that, by accepting the Regulations, he or she consents to the dissemination of the List by third parties unconnected with Versace.

It is understood between the Parties that the List may not be used by the Participant in association with, or referring to, Versace or products and brands owned by Versace if not strictly connected with the Competition. The winning Participant of the Competition hereby guarantees the assignment to Versace, which accepts the same, of all ownership and use rights relating to the List (and any other intellectual property right), indefinitely, permanently, exclusively and throughout the world, including the right to review, modify, and cut down the List and use it in whole or in part, and **recognises Versace's full and exclusive ownership of any future rights over the work deriving from such modifications and adaptations, without the requirement for further approval from or payments to the Participant.** Versace will thus have the right to use, reproduce, advertise, distribute, and disseminate the List or a part of the same, on its own in whole or in part, throughout the world, entirely at Versace's discretion, for any kind of use (including commercial and promotional use) through any material and means of paper-based, electronic, or multimedia communication, including the Internet, whether already known or yet to be invented in the future, for any purpose to the extent permitted by law. In the case of non-compliance with this Article 10 of the Regulations, Versace reserves the right to compensation for any loss and damage suffered in consequence of such non-compliance. The Participant will not be authorised to grant interviews or to take part with third parties in articles or statements relating to the Competition without Versace's prior written consent.

11. Processing of Personal Data

Personal data provided by the Participants shall be processed by Versace in order to allow for participation in and the management of the Competition in accordance with the Privacy Notice pursuant to Article 13 Regulation (EU) 679/2016 which can be viewed on the [Landing](#) page. Personal data shall not be processed for marketing purposes in cases where no explicit consent has been given.

12. Cookies

Cookies are small text strings that are sent by the website and memorised on the hard disk of the site user's computer. Versace uses so-called "technical cookies" and, where expressly authorised, "profiling" cookies on its site.

Participants are invited to read Versace's legal notice, found on the site www.versace.com.

13. Links

The fact that it is possible to visit websites managed by third parties through links on Versace's website or social media does not mean that Versace in any way agrees with, or has a particular appreciation of, the related site. Such websites, which are accessible by means of links, are not subject to Versace's control. As a result, Versace declines all responsibility with regard to their content or any modification or updating of the same, including with regard to any links contained therein. Access to such sites and the related content will be regulated by the conditions of use of the sites in question.

14. Applicable Law and Competent Court

Use of the E-mail and the Landing page at the time of registration will mean that the Participant accepts the Regulations as governed by Italian law. The Court of Milan will have exclusive competence to adjudicate on any dispute over the application, interpretation, performance, or termination of the Regulations.

If any of the provisions in these Regulations is held to be null, invalid, incapable of application or illegal, the other provisions will continue to have full force and effect.

Pursuant to Articles 1341 and 1342 of the Italian Civil Code, Participants hereby specifically and expressly accept the following articles: 9. Further Provisions concerning the disqualification of Participants from the Competition; 10. Declarations, Guarantees, and Confidentiality on the part of Participants; 13. Links; 14. Applicable Law and Competent Court.