

TERMS AND CONDITIONS

1. INTRODUCTION

Welcome to the curateawards.org Website (hereinafter the “Website”). The following terms and conditions of use (hereinafter the “Terms and Conditions”) govern the use by the Contender of the Website and the participation of the Contender to the Initiative as specified below.

This Website is owned and operated by **Stichting Prada**, a Dutch institution having its principal place of business at Naritaweg 165, telestone 8, 1043BW Amsterdam, Netherlands, Commercial Register no. 41159391, which acts also through its Italian Branch (**Fondazione Prada**) and **Qatar Museum Authority** a government organization having its principal place of business at PO BOX 2777 Doha, State of Qatar, (collectively hereinafter the “COMPANIES”).

By entering in this Website, the Contender represents that he/she has read and understood the Terms and Conditions. The Contender unconditionally consents to the following Terms and Conditions, which can be modified by the COMPANIES in their sole discretion, at any time and without notice. If the Contender does not agree with the present Terms and Conditions, he/she is requested not to use or download materials from this Website.

The present Website and the Initiative, as defined below, are aimed at disclosing promising talents, offering to them the opportunity to express their skills and artistic inventiveness.

2. INTELLECTUAL PROPERTY

The ownership and authorship of the proposal and project of exhibition as well as the video submitted by the Contender for the purpose of the Initiative hereunder are and will remain with the Contender.

The Contender represents and warrants that (i) his/her proposal and project of exhibition are original and independently created and that the Contender is the sole author and owner of the rights herein assigned to the COMPANIES, (ii) the Contender declares that he/she has not and will not knowingly infringe any intellectual property prior rights of any third party in the elaboration of his/her proposal and project of exhibition; (iii) his/her proposal and project of exhibition are not in the public domain and/or have never been disclosed in whole or in part and/or are not protected by registered rights, and (iv) the Contender has entered into no other agreement with third party with respect to the his/her proposal and project of exhibition, or in any manner otherwise the Contender encumbered or disposed of the rights assigned to the COMPANIES herein.

The Finalists and the Winner as defined below, grant to the COMPANIES a reproduction right over the projects and videos to archive them, publish them on the present Website and on additional social media such as Pinterest, Twitter etc, to use them in order to create catalogues, books or in any other form of communication, advertising and promotion related to this Initiative, as

well as to the possibility to display or broadcast them during an exhibition, in any and all media, either material and digital, including Internet, to the extent that the COMPANIES deem it appropriate.

The Contender must ensure that any person or persons whose image has been reproduced in the relevant proposal and project of exhibition has given valid consent to the use of its own image or has waived any rights connected to the image, videos submitted. Failure to adequately demonstrate this consent to the satisfaction of the COMPANIES may result in the Contender's disqualification from the Initiative.

The Applications, forms and videos, submitted by the Contender will be retained and archived by the COMPANIES.

All trademarks, logos, whether registered or not, displayed on the Website, including but not limited to the "Prada" and "QMA." trademarks are owned respectively by Prada S.A. and Qatar Museums Authority and will remain the exclusive property respectively of Prada S.A. and Qatar Museums Authority.

The Contender acknowledges and agrees that the Website, and all content included therein, including, but not limited to, all text, information, data, templates, images, icons, photographs, illustrations, multimedia (graphic, audio and video), charts, indices, reports, data, software, HTML code and screens featured therein and the like (collectively the "Content"), is owned by or licensed to the COMPANIES and is subject to protection by international intellectual property laws, including, but not limited to, rights in the nature of patent rights, copyrights, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights recognized under laws or international conventions in any country or jurisdiction in the world.

Subject to these Terms and Conditions, and except as otherwise indicated on the Website, the Contender may use, access, download, copy, store, manipulate, reformat, print or display any Content to which he/she has authorized access **solely for the Contender own personal use and for the purposes of the Contender's participation to the Initiative (as defined below)**. The Contender may not otherwise download, copy, store, manipulate, reformat, print, display, publish, transmit, distribute, create a derivative work from, resell or make any other use of, the Website, or any Content contained therein. No right, title and/or interest in any material or software may be deemed assigned to the Contender as a result of any such download or copying. The Contender agrees to abide all copyright or trademark notices and other notices contained on the Website and in the Content.

The Contender warrants and guarantees that any information which was submitted to the COMPANIES will not infringe any third party's intellectual property rights. The COMPANIES reserve the right, but is not obligated, to screen, filter and/or monitor information provided by the Contender and to edit, refuse, distribute or remove such information.

3. SUBMISSION - ELIGIBILITY TO ENTER THE INITIATIVE

- (a) In order to participate to the Initiative, the Contenders must be eighteen (18) years old of age or older at the time of the submission of the Application and,

- if requested by the COMPANIES, the Contender shall provide evidence of his/her age to the COMPANIES' satisfaction.
- (b) Any specific rules, Application, instructions and any other specific details relating to the Initiative or the Initiative's awards published on this Website or in any media, shall be subject to these Terms and Conditions. Any Applications shall be deemed an unconditional acceptance by the Contender of these Terms and Conditions.
 - (c) Employees of the COMPANIES, their families, press, agencies or any persons directly or indirectly connected with the Initiative are not eligible to enter such Initiative. The COMPANIES reserve the right to verify the eligibility of all entrants.
 - (d) Unless otherwise stated, only one Application per person will be permitted and multiple Applications will be void and, as a consequence thereof, the applicant will be disqualified.
 - (e) You may only enter the Initiative as an individual or individuals.
 - (f) The COMPANIES reserve the right to refuse multiple applications coming from the same IP address or telephone number. No Applications will be accepted from agents, in bulk or from third parties.
 - (g) Incomplete or incomprehensible Applications will be void.
 - (i) Proof of eligibility to enter the Initiative must be provided to the COMPANIES upon request.
 - (j) The Contender must enter the Initiative using his/her legal name. Hence, the COMPANIES reserve the right to disqualify anyone entering the Initiative using a false name. By entering the Initiative, the Contender hereby warrants that all information submitted by the same is true, current and complete and that he/she irrevocably agrees to these Terms and Conditions.
 - (k) The Application must be sent using the format provided herein and sent to the dedicated email address.
 - (l) The Contender must keep his/her email address both active and current. If the COMPANIES have no possibility to successfully contact the Contender by e-mail because of the un-current or un-correct e-mail address supplied by the very same to the COMPANIES, the COMPANIES will have no responsibility. In the event, the Contender is one of the Finalists, as defined below, or the sole Winner of the Initiative, he/she will lose his/her awardees' status.
 - (m) The participation in the Initiative is free of charge.

4. HOW TO ENTER

Submissions of the Contender's Application must be made by using the template form that can be downloaded through the present Website (hereinafter referred to as the "**Template form**").

The Contender may send the Application by uploading it through the proper tool available on this Website.

The Contender's Application must include the Template form, duly filled in all its parts, one (1) video and one (1) page document through which the Contender will explain his/her proposal and project of exhibition (hereinafter referred to as the "Application"). The project of exhibition can be related to any field of art, science, social, environment, economic.

The Video shall be no longer than two (2) minutes or bigger than two hundred fifty (250) MB.

Supported formats include .mov .mp4 .avi .wmv .flv.

The one page document shall be no longer than 500 words and include:

- Statement of intent
- List of materials /works used in your exhibition

Supported formats include .doc .docx .txt .pdf

All Applications must comply with the provisions of section 5 (Guidelines on the content of the Application). No Applications will be returned.

ALL INFORMATION RELATED TO THE INITIATIVE WILL BE NOTIFIED BY EMAIL ONLY. MAKE SURE YOUR EMAIL FILTERS DO NOT PREVENT US FROM CONTACTING YOU.

5. TIMING

The Contender may submit its Application starting from 12 NOON (CET) on 29TH MAY 2013, until 12 NOON (CET) on 31ST DECEMBER 2013 (hereinafter referred to as the "Application Session"). **The Applications received beyond the provided timeframe will not be considered.**

The COMPANIES reserve the right, in their sole discretion, to extend or reduce the duration of the Initiative.

The COMPANIES reserve the right to cancel the Initiative at any time for any reason.

6. GUIDELINES ON THE CONTENT OF THE APPLICATION

The Contender's Application must comply with the following content guidelines.

Especially, the Contender's Application may not:

- be sexually explicit or suggestive, or derogatory of any ethnic, racial, gender, religious, professional or age group or the disabled, be profane or pornographic;
- promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- contain any use of trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by third parties, or advertise or promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses according to the laws in force;
- contain copyrighted materials owned by third parties (including photographs, sculptures, paintings and other works of art or images published on or in Websites, television, movies or other media) according to the laws in force;
- contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission.

The COMPANIES may, at their own discretion, reject any Application they deem unacceptable since not in compliance with the above guidelines or remove them from this Website without any notice or explanation.

By submitting your Application, the Contender has made certain representations and warranties to the COMPANIES. The COMPANIES have relied on the accuracy and truth of such representations and warranties in granting a place to the Contender within the Initiative. Should the COMPANIES or their agents become aware of any fraud, dishonesty, deceit or similar action undertaken in

connection with the Initiative or otherwise, or any act or omission which might, in COMPANIES' sole opinion, have an adverse effect on the Initiative, the COMPANIES reserve the right in their absolute discretion and without a prior notice to the Contender and without giving any reasons to: (i) forfeit the Contender's place within the Initiative or within the selection of the Finalists or, (ii) in the event, the Contender will be the Winner of the Initiative, to withdraw his/her Prize award.

The Contender is the sole responsible for the content of the relevant Application, as well as for any information or material send or posted, publicly or privately, on this Website or in connection with the Initiative.

7. SELECTION PROCEDURE

7.1. First selection phase

The Contender acknowledges that this Website has been developed only for the purpose to rule the worldwide initiative promoted by the COMPANIES and aimed at collecting original projects of exhibitions, not necessarily related to the field of art, which may also involve more unusual themes of different nature such as science, social, environment and economic (hereinafter the "Initiative").

Once the Application session has been closed, a jury of experts selected by the COMPANIES will examine and review the Applications received according to the above criteria.

Each Contender agrees that his/her Application may be downloaded and sorted by the COMPANIES with the purpose of being evaluated by a jury. During the first selection phase, the videos provided by the Contenders will not be published on the Website.

The jury will be composed by six (6) members carefully selected and appointed by the COMPANIES. among personalities who are expert in the matters on which the projects of exhibitions may be grounded. The complete list of the members of the jury is available in the Website at section www.curateaward.org/jury.

The jury will select the best twenty (20) Applications at its sole discretion, taking into consideration the creativity, the innovative "language", the originality and the appeal of the submitted Applications.

The decision related to the selection of the best twenty (20) Applications made by the appointed jury is final and conclusive in all circumstances, and cannot be opposed.

The names of the Contenders whose project have been selected by the jury as the best twenty (20) are recognized and referred as the "Finalists" and will be announced on FEBRUARY 1st 2014 on this Website .

Until the announcement of the Finalists, each Contender must keep his/her video and project strictly confidential and may not disclose or communicate its content to third parties of any kind. Failure to comply with this obligation will cause the automatic disqualification from the Initiative.

Finalists will be entitled to join a further selection phase, as indicated in the following paragraphs.

7.2. Second selection phase

The Finalists will be contacted by the COMPANIES at the e-mail address indicated in the Application form. The Finalists agree since now to authorize the COMPANIES to use each single selected project together with the relative video content. The Finalists, agree that the COMPANIES may publish their projects and videos on the COMPANIES' Website as well as on other media selected by the COMPANIES and the COMPANIES may use such materials with the aim to create catalogues, books and any supportive material within any available form of communication, advertising and promotion related to the Initiative at the COMPANIES' sole expense and without further consents and/or compensation to the Finalists. The COMPANIES also reserve the right to display or broadcast the selected projects and videos during an exhibition. Subject to the foregoing, copyright will remain the property of the Finalists.

The Finalists will receive a release form from the Companies to the e-mail address communicated by the Finalist. Finalists are requested to print, fill-in, undersign and send back the Release Form within seven (7) days from the date of the receipt of the relevant e-mail sent by the COMPANIES.

Il release form non sarà downloadabile, ma lo manderemo noi via mail ai finalisti.

The Finalists agree since now to promptly supply additional comments and information regarding their selected projects upon COMPANIES' s request.

In case a Finalist fails to return the Release Form duly filled in and undersigned within the above deadline, the Finalist will be automatically disqualified from the Initiative without any liability for the COMPANIES. In such circumstance, the jury will select another Finalist and proceed according to the same modalities described above.

Upon receipt of the correctly completed Release Form, the COMPANIES will publish the Finalists' video on the present Website.

Further, the jury will again evaluate the Finalists' projects in order to nominate one (1) Winner selected among the twenty (20) Finalists (hereinafter referred to as the "Winner"). The name of the Winner will be announced not later than 15th APRIL 2014 via e-mail and published on this Website.

8. PRIZE

The Prize and the opportunities that the Initiative gives to the Winner must be considered an acknowledgment of personal skills and merits. Such opportunity is granted in order to promote art and culture.

The Prize of the Initiative will consist in the possibility for the Winner to put into practice the developed project. The Winner will have the opportunity to exhibit the winning project within two different venues.

The exhibitions will be arranged and set up according to the winning project and will take place at the following places: in Qatar, at **Qatar Museum Authority's** premises or other locations at Qatar Museum Authority's disposal or in Italy, at

the **Fondazione Prada's** premises or other locations at its disposal; or such other appropriate location as selected by the Jury in agreement with the COMPANIES.

The COMPANIES will cover all costs related to all the arrangement dedicated to the set-up of the exhibitions.

The award Prize is non-transferable and may not be given, assigned or sold to another person or entity.

The award Prize cannot be exchanged for cash or other alternative proposals of compensation.

9. DISQUALIFICATION AND CANCELLATION

Besides the previously stated potential disqualification cases, disqualification and/or cancellation will be occurring if the following requirements will not be met:

- (a) In order to enable the COMPANIES to correctly identify the Contenders of the Initiative, evidence of the Initiative's Application must be made available at all times for the required crosschecks. In addition, the COMPANIES reserve the right to request personal credentials of identity, age and address (passport, driving license,...). If the Contender refuses to cooperate without providing a good reason, the relevant place within the Initiative will be considered as invalid and therefore cancelled.
- (b) If the COMPANIES become aware of any alleged fraud, deceit, misconduct, etc., during the Initiative, then the Contender will have to prove and provide evidence to the satisfaction of the COMPANIES of non-involvement to the alleged fraud, deceit or misconduct. For the avoidance of doubt (and without limitation), if the Contender provides an incorrect name, age, address or other incorrect information in relation to the Application, then the COMPANIES will reserve the absolute right to consider the Application as invalid.
If the fraud, deceit, misconduct or other action is only discovered after the Finalists' selection, and the Contender is among the Finalists, the very same will unconditionally undertake to waive the place within the initiative itself. Decisions of the COMPANIES shall be final and binding in this respect.
- (c) The Contender acknowledges that the interests and good reputation of the COMPANIES and their owners and sponsors and investors are paramount and the COMPANIES may, at their absolute discretion, withdraw a place or require the Contender to cease to have any involvement in the Initiative if it believes it is in the best interests of the COMPANIES. The COMPANIES' decision, made in the respect of the criteria provided for herein, in this respect shall be binding and final.
- (d) The COMPANIES reserve the right to immediately withdraw the Contender's place within the Initiative if it has reasons to believe that he/she is in breach of any of his/her obligations, or representations and warranties, under the present Terms and Conditions or if he/she otherwise conducts him/herself in a manner which is inappropriate or unsuitable (as reasonably determined by the COMPANIES). In this case, the Contender shall be responsible for any additional costs in this respect (including travel expenses), and the COMPANIES reserve the right to select another Contender to take part in the Initiative.

10. CONFIDENTIALITY AND PUBLICITY

- (a) You undertake not to disclose, reveal, communicate or otherwise make public any information relating to the COMPANIES, their business, personnel agents or representatives, to any third party at any time.
- (b) The Contenders, the Finalists and the Winner may be required by the COMPANIES and/or third parties connected with the Initiative to participate to communication and advertising and public relation activities related to the Initiative. In this case, the Contenders, the Finalists and the Winner undertake (i) to meet the COMPANIES' requests, and (ii) to grant to the COMPANIES any and all rights to use, reproduce and publicly divulge the results of such activities by any media and manner at the COMPANIES' sole discretion.
- (c) The Contender acknowledges and agrees that the COMPANIES may publish Finalists and Winner's names on any and all media, either material or digital, including Internet, and make these available upon request to third parties.
- (d) The Contender shall not be entitled to give interviews or be involved in articles or reports in respect of the Initiative with any third party without prior written consent of the COMPANIES. All rights in relation to the Initiative and the Contender's involvement therein shall remain exclusively with the COMPANIES.
- (e) Without limitation to any other rights under this Agreement, the COMPANIES shall be entitled to refer to the Contender's participation in the Initiative in all advertising, marketing and Initiative material in connection therewith.
- (f) The COMPANIES reserve the right to use recordings of the Contender's participation to the Initiative (voice, likeness, etc.) at the COMPANIES' sole discretion.
- (g) By entering the Initiative, the Contender releases and discharges the COMPANIES, and any other party associated with the development or administration of this Initiative, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, "Released Entities"), from any and all liability whatsoever in connection with this Initiative, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims").

11. DISCLAIMER

The Website is provided to you strictly on an "as is" basis, without warranties of any kind, either express or implies statutory or otherwise. No written information given by the COMPANIES shall create any warranty.

IN NO EVENT, SHALL THE COMPANIES, OR ANY OF ITS AFFILIATES, AND ITS AND THEIRS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR LICENSORS OR SUCCESSORS OR ASSIGNS OF EACH BE LIABLE HEREUNDER, UNDER ANY THEORY OF LIABILITY WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR LOSS OF PROFITS, REVENUE, DATA OR PROGRAMMING, (WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE OR OTHERWISE (EVEN IF THE COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES) ARISING OUT OF (A) YOUR USE OF THE WEB SITE, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE CAUSED BY ANY RELIANCE ON, OR ANY DELAYS, INACCURACIES, ERRORS OR OMISSIONS IN, ANY INFORMATION ACCESSED ON OR THROUGH THE WEBSITE, (B) ANY TRANSACTION ENTERED INTO THROUGH OR FROM THE WEBSITE, (C) YOUR INABILITY TO USE THE WEB SITE FOR WHATEVER REASON, INCLUDING, BUT NOT LIMITED TO, COMMUNICATIONS FAILURE OR ANY OTHER FAILURE WITH TRANSMISSION OR DELIVERY OF ANY INFORMATION ACCESSED ON OR THROUGH THE WEBSITE, (D) THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY INFORMATION, (E) THE USE OF ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE WEBSITE, (F) UNAUTHORIZED ACCESS TO THE WEBSITE AND UNAUTHORIZED ALTERATION TO TRANSMISSIONS OR DATA, (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE, OR (H) ANY OTHER MATTER RELATING TO THE WEBSITE.

Any reference to any service which has been or may be provided by the COMPANIES or any other company does not amount to a promise that such service will be available at any time. Changes to or improvements in such services may be made at any time without notice.

The COMPANIES take all possible steps to ensure the accuracy and timeliness of the information included on this Web Site but cannot absolutely guarantee the accuracy, completeness or timeliness of the information provided on this Web Site.

However, the COMPANIES reserve the right at any time and from time to time to modify or discontinue temporarily or permanently, the Web Site (or any part thereof) with or without notice. The Contender agrees that the COMPANIES shall not be liable to the Contender or any third party for any modification, suspension or discontinuance of the Web Site.

12. LIMITATION AND EXCLUSION OF LIABILITY

- (a) The COMPANIES are not liable in any way for any costs, expenses, damages, liability or injury suffered by the Contender arising out of or in any way connected with the Initiative.
- (b) The COMPANIES shall not be liable to perform any of its obligations under the Initiative where they are unable to do so as a result of circumstances beyond their control and, they shall not be liable to compensate the Contender in such circumstances.
- (c) The COMPANIES do not accept responsibility for lost Applications, damaged or delayed in transit to the Initiative official address, nor for any problems related to telephone networks/lines, computer systems or equipment, internet issues including traffic congestion. Proof of posting will not be accepted as proof of receipt, nor will prove that an e-mail has been sent to be deemed as proof of receipt.
- (d) The COMPANIES will be entitled to use the Application as provided for herein, without compensation to the Contender or any other person. The Contender acknowledges that he/she is responsible for whatever material he/she submits, and he/she, and NOT the COMPANIES or their affiliates, has

full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

The Application must be complete and self-explanatory. It must be original and not infringe (in whole or in part) any third parties' material.

- (e) In the event of a dispute, the authorised account holder of an email address will be responsible for any actions attributable to that email address, unless any Contender will take personally the responsibility of such e-mail address. For the purposes of this clause, "authorised account holder" is defined as the natural person who is the owner of an email address, hosted by an internet service provider or other organisation that is responsible for assigning email addresses for the domain associated with the submitted email address.
- (f) Some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, therefore some of the above limitations or exclusions may not apply to some Contenders. Local laws must be checked for any restrictions and limitations regarding the very limitations or exclusions.

13. SEVERABILITY

If any provision of these Terms and Conditions is deemed to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. The Contenders and the COMPANIES are deemed to have agreed to new terms in substitution for such invalid provisions. These new terms shall be interpreted, as regards their contents and effect, as closely as possible to the original text as written but in such a way that rights can indeed be derived from them.

14. COLLECTING DATA

The Web Site may deposit cookies in a visitor's computer. A cookie is a small data file placed on your computer's hard drive by a web page server. A cookie may contain information (such as unique user ID), which is used to track the pages of the sites you've visited. The COMPANIES never save personal identifiable information in cookies unless it is strictly necessary to allow the participation of the Contenders to the Initiative. Most web browsers are initially set up to accept cookies. You can, however, reset your browser to refuse all cookies or to indicate when a cookie is being sent.

15. HYPERLINKS AND THIRD PARTIES WEBSITES

This Website may contain links to third parties Websites that are not maintained, controlled or endorsed by the Companies. The Contender agrees that the Companies will not be liable for the availability of these Websites or for any information or contents that can be found therein. The use of those third parties' Websites is made at Contender's risk and is subject to terms of use and privacy of each site.

16. ACCEPTANCE OF TERMS AND CONDITIONS OF USE

The Contender represents and warrants that (a) the Contender has the power and authority to enter into this agreement. The Contender's use of the Website will comply with these Terms and Conditions.

The Contender agrees to indemnify and hold harmless, and at the COMPANIES' option, defend the COMPANIES, and any of their affiliates, and their officers, directors, partners, members, managers, shareholders, employees, agents, representatives and licensors and successors or assignees of each from all damages, costs, liabilities, suits, judgments, penalties, expenses, obligations, losses, claims, actions, costs and expenses (including, but not limited to, attorneys' fees and expenses), relating to or arising out of any breach of these Terms and Conditions or any use of the Website by the Contender.

The Contender agrees that the sole and final judgment as to all matters concerning this Initiative and the interpretation of its rules are at the sole discretion of the COMPANIES and the jury appointed by the COMPANIES.

17. DATA PROTECTION

Personal data provided by the Contenders will be processed for the completion of this Initiative (including getting in contact with the Contenders to ensure the proper execution of each phase of the Initiative), for its administrative management and execution of the relevant prizes, by the COMPANIES (acting as joint-controllers of the data) in compliance with the applicable data protection laws, including the Italian Legislative Decree no. 196/2003. Providing of data is voluntary, even if essential to ensure Contender's participation to the Initiative, by the members of the jury and by providers processing data on behalf of the COMPANIES mainly electronically. Contender's data may be communicated to competent authorities in case of any legitimate request, as well as to entities involved in the organization of any travel and accommodation in case of selection as Finalists or Winner. Basic information of the Finalists and of the Winner will be available on the Website as described hereinabove, and for transparency of the Initiative. Contender has the right to exercise the rights set forth under section 7 of the Italian Legislative Decree no. 196/2003, including obtain information about their data and – if necessary – request rectification of their data held by the COMPANIES, to oppose for legitimate reasons and to obtain a full list of the data processors. Such requests must be made to **Stichting Prada** at the address listed at the top of these Terms and Conditions.

18. GOVERNING LAW

These Terms and Conditions and any disputes related to these Terms and Conditions or to the Initiative are subject to the laws of Italy. All disputes arising out of these Terms and Conditions or of the Initiative shall be exclusively settled by the court of Milan.

19. SPECIFIC ACCEPTANCE

Pursuant to sections 1341 and 1342 of the Italian Civil Code, the Contender hereby expressly and specifically accepts the following section: 9. Disqualification and Cancellation; 10. Confidentiality and Publicity; 12. Limitation and Exclusion of Liability; 15. Hyperlinks and third parties' Website; 18. Governing law.