

# GENERAL CONDITIONS

## FOREWORD

Zeilt Productions is a Ltd with a capital of 12.500€ ( twelve thousand fifty hundred Euros ), Trade Register (RCS) Number B132718 Luxembourg – head office 31 Val Sainte Croix L-1371 Luxembourg, Grand Duchy of Luxembourg (below ZEILT Productions). It animates a website to promote the short entitled Mr HUBLOT, accessible via internet: <http://www.mrhublott.com> (Site below).

Aims of this website:

- To introduce Internet Users to Stéphane Halleux' artistic world.
- To present Internet Users the project of a short that is searching for financial assistance, now in development.
- To suggest that Internet Users support this project in order to enable its realization.

The only role of this Site is : to be a communication support.

It means the Site provides promotion for the project while presenting it and collecting the contributions of the Internet Users who want to support the project Mr HUBLOT.

## 1. DEFINITION

-“Internet User”: any legal entity or natural person who visits the Site.

-“Participation”: amount of money put by the Internet Users via the Site to the producer of the project in order to support its development and execution.

-“to sponsor“: to support financially the realization of the short.

-“Contributing Internet User”: Internet User supporting the project financially.

It is pointed out that the Contributing Internet User is no producer.

-“Project”: audiovisual and/or film project searching for financing.

-“Short”: project of 8(eight) minutes short, the production of which is in progress or completed, ready to be exploited under the title “Mr HUBLOT”.

-“Site”: website <http://www.mrhublott.com> or any URL that ZEILT Productions could use as a replacement.

-“Producer”: audiovisual production society starting producing a project or “ZEILT Productions”.

-“Deadline”: date when Contributions will be closed.

## 2. OBJECT

The presents are designed to specify the terms of use of the Site and how an Internet User can contribute to the project development of the short “Mr HUBLOT”.

The Internet User confirms having read and accepted these general conditions.

### **3. ACCESS TO THE SITE**

Free access.

ZEILT Productions reserves for maintenance reasons the right to suspend momentarily the access to the Site.

The Internet User assumes costs for all hard of software material necessary to use this Site.

### **4. ZEILT PRODUCTIONS RESPONSIBILITY**

ZEILT Productions is not responsible for service breakdown due to a technical problem or a case of force majeure, as defined by law.

ZEILT Productions' responsibility, in accordance with article 1992 of the civil code, won't be researched only on basis of willful misrepresentation or error in management.

### **5. PERSONAL DATA**

#### *a) Data gathered by the Site*

The data gathered by the Site and later on are only the ones transmitted on a voluntary basis by the Internet User at the time of his/her contribution.

The data automatically gathered by the sponsoring form are the IP (computer address of the Internet User), bank account data, excluding all others.

#### *b) Personal data and declaration of Site to the National Commission for Data Protection.*

The present Site has been declared to the CNIL in accordance with the Law of the 6th January 1978 relating to data processing, files and liberties under number .

ZEILT Productions is committed to upholding user privacy.

In accordance with the law of 2<sup>nd</sup> August 2002 relating to personal data protection modified by the laws of 31 July 2006, 22 December 2006 and 27 July 2007, the Internet User has at any time the right to access personal data and to have them corrected, completed, clarified, updated or deleted by sending a simple letter to ZEILT Productions 31 Val Sainte Croix L -1371 Luxembourg, Grand Duchy of Luxembourg or by emailing to : [contact@zeilt.com](mailto:contact@zeilt.com).

#### *c) Information divulged by Internet User.*

Zeilt Productions cannot be held responsible for data that the Internet User divulges on his/her own initiative.

### **6. LIABILITY LIMIT**

ZEILT Productions won't be responsible towards the Internet User for any loss or damage he/she could suffer as a result of :

- (i) Insufficient precise information about his/her account.
- (ii) Inability of the Internet User to keep information about his/her account in safety and strict confidence.

ZEILT Productions can be held responsible only in conditions of common law at the rate of direct and predictable damages suffered by the Internet User. ZEILT Productions cannot be held responsible for indirect damages. In accordance with an express convention between both parties the following is included in indirect damages : any moral wrong or market injury, loss of profits, of turnover, of orders, of incomes or customers, loss of data and any action of a third person against the Internet User with its resulting consequences.

Whatever the nature, reason and terms of an action taken by the Internet User can be, Zeilt Productions' responsibility for direct damages cannot exceed – on the whole time of service providing and all generating events – an amount equal to 100 (one hundred) for the whole time of fulfilment of these presents.

The Internet User admits that guarantees and liability limits specified above effect between the parties a reasonable spreading of risks and responsibilities considering the context and financial conditions around the service providing. The Internet User is informed and conscious that ZEILT Productions would not have entered into this contract without the specified liability and guarantee limits.

## **7. DURATION OF RELATIONSHIP WITH ZEILT PRODUCTIONS**

General conditions apply:

- For the Internet User: from connection to the Site to end of surfing.
- For the Contributing Internet User: from connection to the Site to finalization of the short.

## **8. WEBSITE PROTECTION**

The Site is the sole property of ZEILT Productions.  
ZEILT Productions grants the Internet User a free personal and non exclusive right to access and use the Site.

Any content available on the Site, among which videos, photos, sounds, music, texts and frames reproduced on the Site is the sole property of ZEILT Productions. The content of the Site is protected in accordance with copyright, brands and patents. As such and in accordance with the provisions of the intellectual property code, the Site is reserved for private use and subject to different or even more restrictive provisions.

Any total or partial replication of the Site without prior written agreement by ZEILT Productions is strictly forbidden.

## **9. NATURE OF THE CONTRIBUTION**

Sponsoring frames gives each Internet User the possibility to contribute to making frames for the short and as a result to contribute to its production. The Contributing Internet User helps therefore produce frames he/she will have sponsored.

The Internet User can sponsor minimum one frame and maximum 10 500 frames, knowing that this project of short needs 10 500 frames. The Contributing Internet User cannot sponsor frames that are already sponsored by others.

The sponsoring of each frame costs 9€/frame (nine Euros an frame).

## **10. TERMS OF PAYMENT**

a) *Payment of contribution*

The Contributing Internet User will first promise to sponsor one or several frames. This promise will be registered by ZEILT Productions that will re-contact the Contributing Internet User within 30 days so that he/she can make the payment.

The Contributing Internet User will be able to pay by bank card (paypal) with secure payment system. The payment of total amount of the contribution is made at the time of validation of contribution.

The Contributing Internet User's bank card number is not integrally kept by ZEILT Productions, which makes use of a secure e-payment system. Moreover it is security coded, as stipulated below.

ZEILT Production has chosen the encoding technology SSL (Secure Sockets Layer), which encrypts information in order to protect all data linked with personal information and means of payment.

b) *Keeping the contribution.*

The Internet User's contribution is paid by ZEILT Productions into the third party account opened at the usual bank of this latter.

The amounts appearing on the third party account don't belong to ZEILT Productions but to the Contributing Internet Users. This account is independent and may not be combined or compensated with the usually used bank accounts of ZEILT Productions or of another Contributing Internet User.

The Internet User's contribution is kept on the third party account as long as the realization phase of the project has not been started.

As soon as the project has been started the amounts paid by the Internet Users to contribute to the project are transferred to ZEILT Productions' current account, which becomes the owner of the corresponding amounts.

c) *Refund*

The Contributing Internet User can get the amount of his/her contribution back:

- Until expiration date of the project, namely until 01/06/2011, if the project realization has not been started.
- Before start up of the project realization.

ZEILT Productions commits itself to inform the Contributing Internet User about the start up of the project realization via his/her mailbox. The Internet User can ask for refund of his/her contribution within one (1) month from the day he has been informed by ZEILT Productions.

The refund will be requested from ZEILT Productions. The Internet User will be enabled to get in touch with ZEILT Productions via the "contact" tab or legal indications on the Site **[www.mrhublot.com](http://www.mrhublot.com)**.

The refund will be paid into a bank account belonging to the account holder only. In order to do that the Internet User has to give ZEILT Productions the whole information required by the provided procedure on his/her account.

ZEILT Productions will then transfer the money or have it transferred within the next 30 (thirty)

days.

The amount transferred by the Contributing Internet User will be reduced by a variable amount corresponding to the amount of bank costs for transfer.

Unless the Contributing Internet User and/or his/her heirs and/or his/her assigns request the refund of the contribution before the expiration date of the project, the Internet User will be assumed to have irrevocably waived these amounts.

*d) Evidence*

Without any evidence to the contrary the data registered by ZEILT Productions constitute the evidence for all transactions between ZEILT Productions and the Contributing Internet User.

## 11. RETURN

In order to thank the Contributing Internet User for his/her sponsoring:  
He/she will exclusively get regular information about the creation of the short.  
His/her name will, if he/she wants, appear in the film credits as a short-film sponsor.  
Depending on the number of sponsored frames he/she will have a right to:

**From 01 to 05 frames\*\***

- printing\* of a sponsored frame size 9 x 14cm

**From 06 to 10 frames\*\***

- printing\* of a sponsored frame size 20 x 29cm

**From 11 to 15 frames\*\***

- printing\* + framework of a sponsored frame (framework size 23 x 32cm)

**From 16 to 30 frames\*\***

- printing\* + framework of a sponsored frame (framework size 30 x 44cm) – (frame signed by Stéphane Halleux)

**From 31 to 60 frames\*\***

- printing\* + framework of a sponsored frame (framework size 30 x 44cm) – (frame signed by Stéphane Halleux)  
- numbered and signed DVD

**From 61 to 100 frames\*\***

- printing\* + framework of a sponsored frame (framework size 30 x 44cm) – (frame signed by Stéphane Halleux)  
- numbered and signed DVD  
- invitation to the preview of the short in private screening

**+than 100 frames\*\***

- printing\* + framework of a sponsored frame (framework size 30 x 44cm) – (frame signed by Stéphane Halleux)  
- numbered and signed DVD  
- invitation to the preview of the short in private screening  
- invitation to see the making of in the ZEILT Productions studios.

\*The printed frame among your sponsored frames will be chosen by ZEILT Productions

\*\* The frames or sponsored frames will be distributed at random.

Through a lottery every Contributing Internet User will be given the possibility to win a figurine (printed in 3D and signed by Stéphane Halleux).

The number of figurines to win depends on the number of Contributing Internet Users, it means:

Between 1 and 500 sponsors: 1 figurine

Between 501 and 1000 sponsors: 2 figurines

More than 1001 sponsors: 3 figurines.

The lottery rules and procedure are displayed on the Site page.

The sponsor of one or several frames of the short who wants to take part in the lottery will need to click on the box " Take part in the Lottery "displayed in the tab SPONSORING FORM.

## **12. RETRACTION, WITHDRAWAL, REFUND**

The Contributing Internet User is free, before the start up of realization, to get his/her contribution back.

The Contributing Internet User will be personally informed by email about the start up time of the project realization.

ZEILT Productions commits itself to inform the Contributing Internet User 1 (one) month before starting realization.

In case the level of 120 000 ( one hundred twenty thousand )Euros ( gathering all sources of financing ) could not be reached by the expiration date ( 01/06/2011) and ZEILT Productions could not produce the short in another way, the Contributing Internet User would be informed by ZEILT Productions of the non-realization of the short entitled Mr HUBLLOT.

The Contributing Internet User may in both cases require the repayment of his/her contribution into his/her bank account in accordance with the terms specified in article 9 c) in these presents.

## **13. SAFEGUARD CLAUSE**

If any clause is null and void, it will be considered unwritten but won't render the other clauses nugatory.

The non-implementation of any clause resulting from the General Conditions does not involve that ZEILT Productions waives the vindication of its rights.

## **14. APPLICABLE LAW AND JURISDICTION**

Interpretation and execution of the present agreement are subject to the right of Luxembourg.

Any difficulty in the interpretation or application will be taken to the competent court of Luxembourg.