

## ***DECLARATION – ELLE DECOR BEST OF INTERIORS NEW TALENT***

The Undersigned

### **Declares**

- a) That he/she intends to participate to the initiative “Elle Decor – Best of Interiors – New Talent” (hereinafter “Initiative”) organized by Hearst Magazines Italia S.p.A. (“Hearst” or “HMI”) – the publisher of “Elle Decor Italia” magazine and related web sites and social media profiles – in partnership with Dexelance S.p.A. (“Dexelance”), a diversified industrial group among the Italian leaders in high-end design, lighting and furniture. “Elle Decor – Best of Interiors” is an overview of the best interior design projects ranging from homes to retail and office, including hospitality spaces. It is divided into 11 categories – Apartment, Villa, City Hotel, Resort, Spa, Renovation, Restaurant, Retail Space, Office, Sustainable Project and “New Talent” dedicated to New Talent, it aims to broaden the scope of research and support young professionals.
- b) That he/she, as author, accepts that his/her project may be published for editorial and self-promotional purposes, at no costs (the author cannot pretend anything from Hearst) and indefinitely, on the printed Italian edition of the magazine ELLE DECOR ITALIA as well as in digital edition (on any digital platform), on all Elle Decor Italia digital properties (website, social network, newsletter), as well as through multichannel and cross-platform tools and on Hearst’s Media Platform, as a non-exhaustive example: on the websites, the social media accounts, the printed and digital edition (including the magazine’s official website, Instagram, TikTok, YouTube etc.) of the magazines published by Hearst Group, billboards, exhibition, workshop, research activities, etc.

“Hearst Group” means Hearst’s subsidiaries, joint venture companies, its parent company Hearst Communication, Inc. and any subsidiary company, joint venture or licensee of Hearst Communications, Inc.

“Media Platform” means all the technological devices currently available or that will be

developed in the future.

- c) That he/she, as author, accepts that his/her project may be published on Dexelance's digital properties (website and social media profiles) at no costs.
- d) The undersigned warrants that he/she has the right to exploit the images, videos and music contained in the project and that he/she obtained written authorization by the persons portrayed in the project and/or who contributed to the realization of the project.
- e) The undersigned warrants that the project contains no defamatory, libelous or unlawful matter and its publication shall not violate or infringe upon the copyright rights, rights of privacy and/or publicity, or any other law or other rights of any party.
- f) The undersigned shall indemnify Hearst and Dexelance from any claims, demands and liabilities (including reasonable counsel fees) arising out of or resulting from the breach or claimed breach of any of the terms of this declaration and accepts to cooperate with Hearst and Dexelance in its defense of any claims pertaining to the Project.
- g) Hearst may modify, in good faith, the projects producing alterations, modifications and whatever else is deemed necessary or appropriate for the use of the projects as long as it doesn't adversely affect the honor, reputation and dignity of the author.

This authorization doesn't allow the use of the images, audio files and of the personal data in contexts that compromise the personal dignity and decorum of the author and in any case for uses and/or purposes other than those listed above. The undersigned confirms that he/she has nothing to expect on the basis of the above and that he/she irrevocably waives any right, claim or action arising out of the above authorized.

### **Confidentiality**

The Undersigned undertakes to keep confidential all the information, notions and documents related to the Project.

The above-mentioned information, notions and documents, the projects and the results arising from the project cannot be disclosed, unless Hearst or Dexelance consent to this use.

The confidentiality obligation and the non-use obligation provided by this Declaration will cease to be effective once the information not disclosed by the undersigned becomes available to the public and however after 2 years from the termination of the Initiative.

