



GENERAL TERMS & CONDITIONS OF USE

WWW.NOTREDAMEONFIRE.ORG

Effective as of 11 March 2021

Please read these General Terms & Conditions of Use carefully (hereinafter "Terms & Conditions of Use"). They govern access to, viewing and use of the website www.notredameonfire.org (hereinafter "the Website") and its contents by any person browsing the Website (hereinafter "the User" or "the Users"). Access to, viewing and use of the Website and its contents imply unreserved acceptance of the Terms & Conditions of Use.

1. Legal notices

Publisher: the Website is produced and published by Pathé Films, a simplified joint stock company having a registered capital of € 5,545,420, registered with the Paris Trade & Companies Registry under number 780 077 921, with registered offices at 2 rue Lamennais 75008 Paris (France), represented by Ardavan Safaee, President (hereinafter referred to as "Pathé" or "We").

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Website hosted by: LinkByNet.

Contact: for any questions or information, or if you have any complaints regarding the Terms & Conditions of Use, the User can contact Pathé at the following e-mail address: notredamebrule@pathe.com, or by telephone at the above number (Monday to Friday from 8am to 8pm) or by post at 2 rue Lamennais 75008 Paris.

2. The "Notre-Dame On Fire" film project: purpose of the Website

Jean-Jacques Annaud plans to make a film about the fire that ravaged Notre Dame de Paris Cathedral (France) on 15 and 16 April 2019 (hereinafter "the Film").

The director would like to send out an appeal for witnesses by asking people who have captured videos of this event to submit them for inclusion in the Film.

The Pathé Production team, which is participating in making the Film, has created the Website to allow Users who wish to do so to upload their videos to Pathé via a contact form.

An initial selection of the videos sent in will be completed by the Pathé Production team and their respective authors will be contacted with the aim of drafting an agreement for the transfer of their intellectual property rights to Pathé.

The Website will also allow Users to have information, promotions, and news about the release of the Film, its production, etc...

3. Access to the Website

Users can access the Website freely and free of charge, without logging in or creating an account beforehand. The costs of access and use of the telecommunications network remain your responsibility.



The purpose of this Website is to enable Users who wish to do so:

- (i) to access a home page presenting the Production team's project;
- (ii) to click on a link that will direct the User to a contact form, with one or more required fields, where he/she can:
 - a. upload one or more videos of the fire at Notre Dame de Paris Cathedral (France) on 15 and 16 April 2019, and
 - b. enter their full name, email address, postal address and telephone number to be called back or contacted by the Pathé production team if the video posted online has retained their attention. A rights assignment agreement will then be concluded with the selected author;
- (iii) to have information about the Film directed by Jean-Jacques Annaud.

We invite you to inform us of any fraudulent use of which you may become aware by sending us a message at the following e-mail address: notredamebrule@pathe.com.

3. Changes to the Terms & Conditions of Use

Pathé reserves the right to amend the Terms of Use at any time. Use of the Website will be subject to the Terms & Conditions of Use applicable at the time of viewing and use of the services it offers. Pathé advises Users to regularly consult the Terms & Conditions of Use to stay informed of any changes or deletions that may be binding on them.

Should one of the clauses of these Terms & Conditions of Use become invalid due to a change in legislation, regulations or a court decision, this shall in no way affect the validity and compliance with the other clauses of the Terms of Use.

4. Website Content

The website www.notredameonfire.org provides information and content relating to the Film.

The User may send Pathé one or more videos about the fire at Notre Dame de Paris Cathedral on 15 and 16 April 2019 using the contact form on the home page of the Website (hereinafter "the User Content(s)").

The User warrants that he/she is the holder of the rights to the User Content or otherwise has the necessary permissions and rights from the various rights holders involved in any User Content transmitted to Pathé, including any intellectual property rights, copyrights, industrial property rights, personality rights (notably image rights), and notably the rights enabling him/her to disclose, place online, down/upload, enter or transmit said Content.

The User agrees to be contacted by Pathé, as the case may be, in order to conclude a contract for the transfer of his/her intellectual property rights on the video(s) uploaded to Pathé via the Website.

5. Changes to the Website

Pathé reserves the right to modify, correct or delete content or temporarily interrupt the Website, notably for maintenance purposes, at any time and without notice.

Pathé also reserves the right to remove and/or delete any data, files and content appearing on the Website that would infringe any applicable law or regulation.



6. Personal data

Pathé may collect personal data through the Website, notably a User's first name, surname, e-mail address, postal address and telephone number via the contact form for the sole purpose of contacting him/her in order to conclude an agreement for the transfer of his/her intellectual property rights on the video(s) uploaded via the Website to Pathé. The provisions relating to the processing of this data are described in the "[Privacy Policy and Cookies Policy](#)", which Users may view on the Website. Pursuant to the provisions of European Regulation 2016/679 of 27 April 2016, you have a right of access, rectification, portability, deletion and a right to restrict the processing of your data, which you may exercise by sending a written request by mail to Pathé - Service Marketing at 2 rue Lamennais, 75008 Paris or to the following e-mail address: notredamebrule@pathe.com.

7. Cookies

Cookies are small text files which are written and read on the User's terminal device and which enable several essential functions to be carried out. Generally speaking, a cookie records information relating to the User's hardware and his/her navigation path on the Website. The purposes of cookies are as follows:

- Operation of the Website operation and security of the User's data: cookies are used to manage the main functions of the Website such as handling display preferences, managing connection time and overall Website security. These cookies have a lifespan limited to the User's session.
- Statistics and audience measurement necessary for its legitimate interests: these cookies are necessary for its legitimate interest to produce statistics on Website usage, measure the number of Users, their origin, and the pages viewed. Users can block cookies by configuring their internet browser or terminal for this purpose (information available in the "[Privacy Policy and Cookies Policy](#)") or by clicking on the "[Set your Cookies](#)" tab on the Website. These settings may disrupt the User's browsing on the Website and the use of certain services.

For more information on our Cookies Policy, please view the "[Privacy Policy and Cookies Policy](#)" [here](#) and on the Website.

8. Intellectual Property

8.1. Website

Pathé owns the domain name notredamebrule@pathe.com.

Pathé grants Users a right of access to the Website that is limited to their sole usage. By accessing the Website and each of its constituents (images, illustrations, videos, sounds, texts, graphic elements, charter, etc.), including software and databases (hereafter the "Content"), Users expressly acknowledge that the Website and its Content are the exclusive property of Pathé and/or its partners or its beneficial owners, and are protected by the French Intellectual Property Code and by the applicable international treaties and agreements relating to the protection of intellectual property rights.

Pathé and/or its partners or its beneficial owners are the sole owners of all rights, titles and interests in the Website and its Content(s), including all intellectual property rights including, but not limited to, all rights relating to copyright, design rights, trademarks, trade names, company names, domain names, technology, know-how, processes, formulae, source code and executable codes, data and similar rights, including information relating to any application, registration or renewal thereof that may be protected by the laws, regulations or rules on intellectual property of any country.



The reproduction, representation, adaptation, exploitation, distribution, modification, transmission, broadcast, commercial use, translation, arrangement, transformation or any derivative or composite creation of all or part of the works, the Content, and any element or information appearing on the Website is strictly prohibited, on any medium whatsoever, by any process whatsoever, whether current or future. These illicit acts are liable to constitute acts of infringement punishable under civil and criminal law, and may incur the liability of the perpetrator.

The systematic and repeated extraction of elements and content appearing on the Website is strictly forbidden and is punishable under intellectual property law and sui generis database rights. Any illicit extraction may incur the civil and penal liability of its perpetrator.

8.2 Trademarks

All trademarks or logos appearing on the Website are subject to the intellectual property rights that may be held by Pathé, a company in its group or a third party related to it. Any representation, reproduction, partial or total exploitation, or any other use, in any way whatsoever, of these trademarks and logos is prohibited and constitutes an act of infringement and may lead to civil and penal actions against its perpetrator.

8.3 Hypertext links

Hypertext links are accessible on the Website and allow the User to access websites published by third parties or social networks whose content is beyond Pathé's control. Therefore, and insofar as the hypertext links appear on the Website solely to facilitate the User's Internet browsing, viewing these third party websites is the sole choice and responsibility of the User.

Pathé cannot be held liable for access to these external sites and sources, their content, advertising, products, services or any other information or data available on or from these external sites or sources to which the hypertext links on the Website point.

Use of the Website is reserved for strictly personal use. Creating links to the Pathé Website, framing the Website, and, more generally, any use of a constituent element of the Website is subject to the prior written authorization of Pathé. This permission may be revoked at any time at Pathé's sole discretion.

9. Charter of good conduct

Each User is under the obligation to use the Internet in a responsible manner, with respect and courtesy towards Pathé, and as such shall notably refrain from:

- Sending information, videos, documents or any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic or immoral, false or misleading, invasive of a person's privacy, including, but not limited to, image rights, hateful or derogatory, or racially, ethnically or otherwise objectionable, via the Website;
- Changing or altering all or part of the Website and its Content;
- Using the Website illegally, for any illegal purpose or in any manner that is incompatible with the Terms & Conditions of Use, and notably transmitting via the contact form or by any other means, unsolicited or unauthorised advertising or promotional material, or introducing any elements containing software viruses or other malicious code, files or computer programs;
- Using all or part of the Website, including its Content, for commercial purposes without the



prior written permission of Pathé, in particular for: (i) selling access to the Website, (ii) selling advertising, promotions and sponsorships placed on the Website or the Content, (iii) the sale of advertising space, promotions and sponsorship on any page of the Website that receives advertising and includes Content provided via the Website;

- Selling, copying, reproducing, renting, leasing, lending, distributing, transferring or licensing all or part of the content appearing on the Website or allowing any third party to use the Website to decompile, reverse engineer, disassemble, edit, display in readable form or attempt to discover the source code or any software enabling or comprising any part of the Website;
- Attempting to and/or working around, disabling or disrupting by any means any function of the Website (i) relating to the security of the Website and the Content or (ii) preventing or restricting the use or copying of the Content or (iii) imposing limitations on the use of the Content available on the Website;
- Attempting to obtain unauthorised access to the Website's information/back-office system or engage in any activity that disrupts, diminishes the quality or interferes with the performance or deteriorates the functionality of the Website, or hinders access to and the peaceful use of the Website by Users;
- Collecting any personal data from the Website without the consent of the persons concerned and for any purpose not expressly authorised, or transmitting to Pathé via the contact form information allowing, directly or indirectly, the precise identification by name of a natural person without his/her express prior consent, such as first name, surname, postal address, e-mail address, telephone number, etc;
- Accessing Pathé's confidential data and private servers;
- Attempting to probe, scan or test the vulnerability of a system or network, or to breach security systems without permission;
- Impeding or disrupting the Website, servers or networks connected to the Website or violating any terms, conditions, procedures, policies or regulations governing the networks connected to the Website or modifying, adapting or hacking into the Website or modifying a third party website so as to falsely imply that such third party website is associated with the Website;
- Denigrating the Website or Pathé on social networks or any other means of communication;
- Usurping the identity of an individual or legal entity, including the identity of a director, officer, employee, shareholder, agent or representative of Pathé, or falsely claiming to hold equity in, or maintain legal or financial links with Pathé or with any other individual or legal entity working on behalf of or representing Pathé;
- Contacting for commercial purposes, following or harassing in any way one of Pathé's directors, officers, employees, shareholders, agents or representatives;
- Committing any illegal act.

Pathé reserves the right to deny access to the Website to any person who does not comply with the rules stated in the above Charter of Good Conduct, put an end to any illegal conduct and/or take any appropriate action to enforce compliance with the rules set out above.



10. Warranty exclusions

To the extent permitted by applicable law, the services, offers, content and materials presented on the Website are provided "as is" and without warranty or representation of any kind.

Pathé and its respective licensors, licensees, service providers or suppliers do not warrant that the Website or the functionality of the Website:

- (i) will respond to your needs,
- (ii) will operate without interruption,
- (iii) will be free of errors,
- (iv) that defects will be corrected,
- (v) that the Website or its servers will be free of viruses or other harmful elements.

However, we make reasonable efforts to secure the Website and implement appropriate security measures.

Notwithstanding our above-mentioned obligation with regard to security measures, services, offers, content and documents downloaded or otherwise obtained by using this Website are downloaded or otherwise obtained at your own risk and you will be solely liable for any damage caused to your computer system or loss of data resulting from the downloading of such services, offers, content or documents.

Neither Pathé nor its respective licensors, licensees, service providers or suppliers provide any warranty or make any representations regarding the use or the results of the use of the services, offers, content and materials made available on the Website in terms of their accuracy, suitability, reliability or otherwise.

Furthermore, please note that, unless expressly stated otherwise in the Terms & Conditions of Use, the information relating to the making of the Film that our staff or our Website may at any time provide to you does not constitute a guarantee.

11. Liability

Pathé makes every effort to ensure to the best of its ability the accuracy and updating of the information and content provided on the Website, which it reserves the right to correct at any time and without prior notice. Pathé will do its utmost to ensure that the Website operates securely at all times.

Pathé cannot, under any circumstances, be held liable for any subsequent damage suffered by the User as defined by relevant case law of the French courts, and arising:

- (a) from use or inability to use the Website;
- (b) the use of any content present on the Website or any website accessible via the Website;
- (c) unauthorised access to, or unauthorised modification of your data by a third party;
- (d) the behaviour of third parties on the Website.

Therefore, Pathé declines all liability for any unforeseen events, inaccuracies or omissions relating to information or content available on the Website and for any damage resulting from fraudulent intrusion by a third party leading to modification or alteration of the information or content appearing on the Website or harming any User of the Website; and, in a more general sense, for any damage, irrespective of its cause, origin, nature or consequences, caused as a result of anyone accessing the Website, or being unable to access it.

Under no circumstances shall Pathé be held liable for any damage that the User may suffer as a result of viewing or using the Website, irrespective of the causes, origins, nature or consequences thereof, and notably in the event of interruption or inaccessibility of the Website as well as in the event of damage arising from the presence of any malicious computer code, including but not limited



to computer viruses, or fraudulent acts by third parties (such as intrusion) from the Website.

Pathé may under no circumstances be held liable for the availability or content of third-party websites or social networks accessible from its Website. Pathé may not be held liable for any loss or damage, whether direct or indirect, that may be caused to Users in connection with their access to, and use of, the content of third-party websites or social networks. Any question relating to a third party website or to social networks should be sent to the administrator of the third party website or network concerned.

12. Applicable Law and Jurisdiction

The Terms & Conditions of Use of the Website are governed by French law.

Only the courts within the jurisdiction of the Paris Court of Appeal, regardless of the plurality of defendants, incidental claims, summary proceedings or third party claims, shall be competent to rule on disputes of any kind, or any dispute relating to the construal or performance of the Terms & Conditions of Use, unless Pathé prefers to refer the matter to any other competent court.

13. Credits

The Website has been developed by Sweet Punk, a simplified joint stock company having a registered capital of 12,000 euros, with registered offices at 91 rue Saint Lazare - 75009 Paris, registered in the Paris Trade and Companies Register under number 539 922 708. You can contact this company by email at: contact@sweetpunk.com or by telephone on: +33 (0) 1 85 08 55 59.