

“Young Heroes!” Competition Terms and Conditions:

1. Helen Doron Ltd. ("**Helen Doron**") is the organizer of the competition.
2. **Entering the Competition**
 - 2.1. The “Young Heroes!” competition (the "**Competition**") is open to children operating as a team of at least four (4) participants (see paragraph 2.1.2 below) who are: studying in a Helen Doron English ("**HDE**") Learning Centre ("**LC**") or HDE Learning Studio ("**LS**") or with an HDE self-employed teacher ("**SET**") , as well as for children not studying the HDE method but coming from organized youth movement groups or institutions, such as community centres, childrens’ clubs, recognized youth movements or schools ("**Institutions**").
 - 2.1.1 The minimum age for participating in the Competition, will be according to local law.
 - 2.1.2 In order to participate in the Competition, a team with a minimum of 4 children must be formed, with the supervision of a named responsible adult ("**Team Leader**") who is over 18 years of age (all together referred to as "**the Team**"). Each member of the Team participating in the Competition will be referred to in these Terms and Conditions as "**You**".
 - 2.1.3 The Team Leader can only be from within the LC/LS or Institution, a person who knows the children such as an LC franchisee, teacher, Institution guide, instructor etc.
 - 2.2. To enter the Competition, You must create a video (the "**Film**") and upload it to the Competition's website:
www.HelenDoron.com/youngheroes ("**the Website**") starting April 3rd, 2017 until June 2nd, 2017 on 23:59.
 - 2.3. The Film can be filmed in Helen Doron LC/LS or any other location.
 - 2.4. In the film You need to give some information about the three phases of the project You carried out: (1) Discover: How did You go about discovering what needed to be done? (2) Dream: What need did You identify in the community? (3) Do: What project did You decide to carry out? Describe the actual project/event.
 - 2.5. The Film must be appropriate and shall not include any offensive content. Helen Doron has the right and full discretion to reject any film it finds inappropriate.

2.6. Upon submitting your Film, You must provide the names, ages and addresses of each member of the Team and the name and contact information (email/telephone number) of each Team member's parent or legal guardian. This information will be used to confirm eligibility requirements and will not be used for any other purposes other than those necessary for the Competition, without your permission and/or your parent or guardian's permission. This information will not be retained for longer than is necessary for handling the Competition. Only your first name and country will be displayed.

3. The Prizes

- 3.1. First prize, an amount of €6,000 (Six Thousand Euros). Second prize- €4,000 (Four Thousand Euros). Third prize- €3,000 (Three Thousand Euros).
- 3.2. The prizes will be awarded as follows: 50% (Fifty per cent) of the prize money will be presented to the Institution from which Team originated. The remaining 50% (Fifty per cent) of the prize will be awarded to a legal, registered charitable organization chosen by the winning Team and approved by Helen Doron.
- 3.3. The prizes will be awarded after the winning Films will be announced, and up to 15 days after the receipt of an acceptable tax invoice from the winning Team Institution and the charitable organization chosen by the Team. The prizes awarded herein have no alternative and may not be exchanged for any other goods or services. All prizes are as stated and are non-transferable. If, due to circumstances beyond Helen Doron's control, or if Helen Doron is unable to provide the stated prizes to the Institution or charitable organisation nominated by the Team, Helen Doron reserves the right to donate the prize to any other legal, registered non-profit organization nominated by the winning Team.
- 3.4. Any levies, taxes or customs will be paid by the winning Team. Helen Doron assumes no responsibility for these levies, taxes or customs.

4. Picking the winners

- 4.1. The winning Film will be chosen by a combination of the number of votes received by the Film on the Website (40% of the decision) and a jury ("**Jury**") decision (remaining 60% of the decision). The twenty Films which receive the highest votes on the Website will be presented to a Jury which will be appointed by Helen Doron in order to decide on the winners.
- 4.2. The Jury will be composed of 6 (five) people appointed by Helen Doron. Full names of the Jury's panel:

- 4.2.1. **Helen Doron**- Founder and CEO of Helen Doron.
- 4.2.2. **Anne Gordon**- Vice President, Customer Business Development.
- 4.2.3. **Edith Friedmann Weiss**- Chief Financial Officer.
- 4.2.4. **Nathalie Vaknin**- Chief Marketing Officer.
- 4.2.5. **Judith Pelli**- Human Resources Manager.
- 4.2.6. **Aviv Ben Shabat**- Chief Operating Officer.

- 4.3. Three winners will be chosen (one grand prize winner and two runners up).
- 4.4. Votes can **only** be collected through the Website. Helen Doron will be entitled to disqualify votes if suspicion arises that votes were submitted in an inappropriate manner.
- 4.5. The Jury's decision will take place on June 5th, 2017. During this time, Helen Doron will validate the winning Team members' identities and approve that the nominated Institution and charitable organization can legally receive prizes. All Jury decisions are final.
- 4.6. If the prize winners cannot be traced within 30 days after reasonable efforts have been made, Helen Doron will be entitled to request that the Jury select an alternate winner among the participants from the twenty Films which received the highest votes.
- 4.7. A full list of winners will be available for inspection on the Website for four (4) weeks following the day the winners are announced.

5. Publishing the winning entries

- 5.1. The winning Films will be uploaded to the Helen Doron website (www.helendoron.com) and any of its affiliate/franchisee websites, YouTube and other social media sites following the selection of the winner and this announcement will be part of press releases that will be posted for further marketing use.
- 5.2. Ownership of competition entries and intellectual property rights:

By submitting the Film and any accompanying material, You and/or your parent or guardian agree to:

- (a) assign to Helen Doron all intellectual property rights in the Film with full title guarantee. If the Film is created by a third party, the third party must be made aware and agree to these Terms and Conditions and by the submission of the Film, You and/or your parent or guardian guarantee that any third party rights in the Film are assigned to Helen Doron;

- (b) waive all moral rights in the Film and otherwise arising in connection with the Film to which You may now or at any time in the future be entitled under the Copyright Act 2007 as amended from time to time and/or under all similar legislation from time to time in force anywhere in the world.
- (c) to clear all copyright, moral rights and rights of personality for all content, including music and any people appearing in the Film. Failure to clear these rights will result in removal of the entry from consideration in the Competition.
- (d) If assignment of the intellectual property in the Film and/or the waiver of moral rights cannot be performed You agree to grant to Helen Doron and their affiliates, franchisees, subsidiaries, partners and any authorised licensee of Helen Doron, a non-exclusive, royalty free, worldwide, irrevocable licence to broadcast, use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the Film and any accompanying materials for such purposes and in any media for purposes related to the Competition as Helen Doron sees fit, for the full period of any intellectual property rights in the Film and any accompanying materials.

5.3. You also grant Helen Doron the right to use your name, age and address for the purpose of identifying You as part of the winning Team.

6. Getting consent from an adult and proof of age

- 6.1. Submitting a Film to the Competition means that You accept these Terms and Conditions, which are the rules of the Competition. If You are aged thirteen or under (or any other age requiring parental consent in your legal jurisdiction), You must seek the permission of a parent or guardian before becoming a member of the Team and submitting the Film. If you are a parent or guardian and you provide your consent to your child's becoming a member of the Team and submission of the Film, you agree to be bound by these Terms and Conditions.
- 6.2. Helen Doron requires consent in writing or email from the parent or legal guardian of the children appearing in the winning Film. The above consent is a condition to claim the prize.
- 6.3. Helen Doron requires written evidence of consent from anyone appearing in the Film and such person needs to be made aware of the Terms and Conditions in this Competition and to agree fully to the inclusion of their recording in the Film and the use which is going to be made of the Film.
- 6.4. If Helen Doron does not receive written consent (which may include e-mail) from the parent or legal guardian of the children appearing in the

winning Film then Helen Doron may request the Jury to award the prize to the next in line among the runners-up or among the other Films which received the highest votes, for which Helen Doron is able to gain such consent.

- 6.5. The prizes will not be given unless proof of age and proof of identity are received. If satisfactory proof of age and identity are not received within fourteen (14) days of Helen Doron's request, the winning Team will forfeit the prize and Helen Doron reserves the right to request the Jury to choose another Team from the next in line among the runners up or among the other Films which received the highest votes, if any or all of the winning Teams do not submit the appropriate consent and proof of age and identity.

7. Additional rules

- 7.1. Only a Film submitted by the Team will be accepted.
- 7.2. Helen Doron is not responsible for technical, hardware or software malfunctions, misdirected entries, lost or unavailable network connections, failed, incorrect, late, garbled or delayed electronic or other communications or other technical problems related to the Website, the Internet, or the network of any service provider.
- 7.3. No purchase is necessary.
- 7.4. Helen Doron accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by You as a result of entering the Competition or accepting the prize. Helen Doron further disclaims liability for any injury or damage to You or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Competition. Insofar as is permitted by law, Helen Doron, its agents or distributors will not under any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of accepting the prize except where it is caused by the negligence of Helen Doron, its agents or distributors or that of their employees. Your statutory rights are not affected.
- 7.5. Helen Doron reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Competition with or without prior notice due to reasons outside its control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of Helen Doron in all matters under its control is final and binding.
- 7.6. Helen Doron shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute,

war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.

- 7.7. In the event of a dispute, Helen Doron's decision shall be final and legally binding. No correspondence will be entered into.
- 7.8. The Competition will be supervised by Eyal Cohen, CPA, and governed by Israeli law.

Signed: _____ Date: _____