



## Rules of the Boiron Frères Young Talent Competition, 3rd Edition

### **Clause 1: Organising Company**

The Boiron Frères Corporate Foundation, called hereafter the Foundation, which is registered office at BP 21016, 26958 Valence Cedex 9, France, is organising the Boiron Frères Young Talent Trophy, that is free to enter and with no purchase necessary between 1st September 2016 and 30th June 2018.

### **Clause 2: Terms for Participating:**

This competition is open to all public and private catering schools or training centre having the BTS diploma (option B) in Culinary techniques, Arts & Services.

### **Clause 3: Structure of the competition:**

**From September the 1st, each school will have to nominate 1 to 2 candidate maximum and invite each of them to submit their application file at the latest 15<sup>th</sup> of November 2016. The candidate profile is the following:**

- In year 2 of the BTS (Brevet de Technicien Supérieur) in culinary arts - option B
- Very good marks in culinary technique
- Inquisitive and able to work independently
- Hard working and deserving
- Good working command of English
- Determined to live an experience abroad

**Each educational team will have to:**

#### **1/ provide guidance to each candidate in creating their profile.**

Candidates will need to set out and explain their reason for entering using multimedia and digital tools of their choice: captioned photos, video, blog posts etc. and submit them to the Foundation.

It will be the wording, frankness and originality as opposed to the formal quality that makes them stand out.

#### **2/ assist each candidate it puts forward in preparing their recipe.**

Each candidate will need to create a recipe using Les vergers Boiron products, prepare it, evaluate it and attach it in writing to the application form, then present it orally during the final.

#### **3/ prepare each candidates for the final.**

On the day of the final the finalists will need to put together and set out their recipe to the Competition jury who will evaluate both their motivation and level of English.

#### **Clause 4: The Main Stages**

**1 September - 31 October 2016:** selection and preparation of candidates at the school

**15 November 2016:** submission of application files to the Boiron Frères Foundation

**16 November - 2 December 2016:**examination of the files by theBoiron Frères Foundation

**5 December 2016:** eight finalists announced on the website

**6 December 2016 to 8 January 2017:** preparation of the final presentation

**10 January 2017:** appearance before the jury in Valence and nomination of the three winners

**11 January - 30 June 2017:** preparation for the start, discussions with the chefs, and training in producing the recital

**1 July 2017:** start

**1 July - 31 October 2017:** restaurant 1

**1 November 2017 - 28 February 2018:** restaurant 2

**1 March - 30 June 2018:** restaurant 3

**1 July 2017 - 30 June 2018:** announcement of winners on the Boiron Frères Young Talent Competition website

The Foundation will not be liable if the dates need to be amended.

#### **Clause 5: The Winners**

The three winners will then spend four months in turn with the brigades at three gastronomic restaurants abroad (Bocuse d'Or Winners...).

They will share their adventure by producing multimedia recipes published on the Boiron Frères Young Talent Competition website and on dedicated social networks.

The Boiron Frères Foundation will cover the winners' travel costs to the host restaurants, the costs for video equipment for preparing reports and multimedia coaching sessions prior to leaving.

The winners are obliged to keep the equipment in good condition and, accordingly, with all accessories.

The winners will have a secure position, payment and social security. They will also be provided with food and accommodation by the host establishment.

The winners undertake to complete the intended period at each establishment and to comply with the living rules at the host establishment.

No quantifiable for the endowment.

#### **Clause 6: Assignment of copyright regarding the Creation and Authorisation to broadcast the image rights**

The participants (finalists and winners) guarantee that they have the right to grant the above assignment and that they are to only ones authorised to assign them. The consent of another person or company is therefore not required. The participants guarantee that the assignments granted above neither infringe nor breach any rights of third parties and, in particular, intellectual property rights, any previous authorisation or any other right. As a result, the participants undertake to hold the Foundation harmless from any actions, claims or proceedings and all consequences (including financial) that may be brought by a third party as a result of these assignments.

##### Assignment of rights to use the Creation:

The participants irrevocably and exclusively assign to the Foundation all rights of use and exploitation, including the right to reproduce and adapt, held by them in order to promote and publicise the Foundation as well as provide information about it via the media set out below, without the amount or number of times it is used being restricted:

Any digital, IT or electronic communication media without restriction such as, in particular, Intranet and Internet sites, Facebook pages and other social networks of the Boiron Frères Company and the ones of its Foundation.

The participants acknowledge and accept that the Foundation may apply any modification, addition (text or any audio etc.) or deletion that it deems necessary to exploit it, subject at all times to the respect of the participant's moral rights to his/her creations.

This assignment, whatever the method of exploitation, is granted for a period of two (2) years as of the date of first dissemination of their creations on any of the sites and for the whole world.

This assignment is granted free of charge. The winners waive the right to request and/or claim from the Foundation any payment and/or consideration whatsoever in this respect.

##### Authorisation to broadcast their image

The participants acknowledge and accept that the Foundation is entitled to broadcast and exploit their creation in part or in whole, at no charge, around the whole world, in whatever format and in particular via the internet.

#### **Clause 7: Force Majeure - reservations in the event of extensions**

The Foundation may not be held liable if, due to an instance of force majeure or event beyond its control, the date for deciding the winners needs to be amended, brought forward or cancelled.

In any event, it reserves the right to extend the participation period and to put back any date for announcement.

Any modification to the rules will need to be registered with Michel Jacq, associated bailiffs located at 11 bis rue Thiers 29392 Quimperlé and will enter into force when placed online and all participants will be deemed to have accepted it by the mere fact of their participation (submission of application)

as of the date on which the modification enters into force. Any participant rejecting the modification(s) applied shall cease to participate.

#### **Clause 8: Filing of the rules**

These rules are filed with Michel Jacq, associated bailiffs located at 11 bis rue Thiers 29392 Quimperlé.

The rules shall be available to consult throughout the competition at <http://www.depotjeux.com>

The rules are available at no charge to anyone so requesting the Foundation and will also be available as a free download at the dedicated website [tropheejeunestalents.com](http://tropheejeunestalents.com) from 9 September 2016.

Second class postage charges associated with a written request for the rules will be reimbursed on request.

#### **Clause 9: Personal details**

It is pointed out that in order to participate in the Competition, candidates must provide certain personal information relating to them (surname, first name, address etc.). This information is recorded and safeguarded in an IT file and is necessary to be considered for participation, determining the winners and sending out the prizes (travel documents, multimedia equipment etc.). This information is intended for the Foundation and may be forwarded to its technical service providers or a partner in the operation (Bocuse d'Or Winners Association or others).

In accordance with French Law 78-17 of 6 January 1978 regarding IT, files and freedoms, participants have a right to access, rectify and delete details relating to them. In order to exercise these rights, the participants will need to send a registered letter to the Foundation.

#### **Clause 10: Disputes**

These rules will be governed by French law.

In order to be considered, any complaints regarding the Competition must be set out in writing on request for the attention of the Foundation.

In addition, this shall be no later than ninety (90) days after the deadline for participating in the Competition as set out in these regulations.

In the event of a continuing disagreement regarding the application or interpretation of these rules, and in the absence of an amicable agreement, any dispute will be heard by the competent French Courts as indicated by the French Code of Civil Procedure.

#### **Clause 11: Moderation of the photos / videos**

Each photo / video shall be subject to a preliminary moderation and selection if necessary by the organising company. If the photo / video does not meet the conditions listed below, the organising

company is entitled to refuse it and not take it into account, without this decision being grounds for any claim or action of any kind in favour of the author(s) of the photos / videos concerned or of third parties.

-The photos / videos must respect the Laws and Regulations of French law.

-The participants shall warrant that the photos / videos proposed are original and unpublished (prohibition to reproduce an existing work).

- When sending their photo / video the participants must ensure that the following conditions are respected:

If the photo / video shows other persons (adults or children) the participant needs to have obtained the prior authorisation of this person or of the child's parents in order to use it.

The photos / videos must not harm in any manner whatever any person or constitute an affront to public decency. In particular, they must in no case be racist or anti-Semitic in character nor, generally, injure the honour, decency, or dignity of natural or legal persons of any nature whatsoever.