

«DANA ASTRA» LLC

26.09.2016

Minsk, Belarus

Terms and Conditions of the logo and headline competition (hereinafter referred to as the “Terms and Conditions”)

The title of the competition: “Minsk World” logo and headline competition” (hereinafter referred to as the “Contest”)

Competition organized by “Dana Astra” LLC (hereinafter referred to as the “Sponsor”)

The purpose of the Contest: to create logo and headline for the residential complex “Minsk World”

1. Eligibility:

- 1.1 The “Contest” is open to any adult person that is of 18 years of age or older (a parent, guardian or caregiver may make a Contest entry on behalf of a minor under 18 years of age that is under its control).
- 1.2 Where a Guardian makes an Entry on behalf of a Minor, all obligations, consents, agreements, releases, assignments, licenses, warranties, representations and other such obligations in the Terms and Conditions granted to the Sponsor (“Obligations”) shall be understood to be made by the Guardian on behalf of the Minor. Guardian hereby represents and warrants that it has the Minor’s consent to make an Entry on the Minor’s behalf and to undertake such Obligations. Where necessary, Guardian shall be expressly liable to the Sponsor for the Obligations and for any breaches of the Obligations by it or by the Minor, and for breach of the warranty in the clause 1.3 of these Terms and Conditions, and shall hold harmless and indemnify Sponsor for any losses or claims related to any such breach of the Obligations and warranty.
- 1.3 Employees, officers, directors and representatives of:
 - a) the “Sponsor” and each of its respective subsidiaries;
 - b) any advertising, promotional, public relations, legal or other professional agency or firm providing services/advice directly to the Sponsor in relation to the “Minsk World” logo, headline and Contest;(the parties mentioned in the clause 1.3 (a) and (b) hereafter collectively as the “Released Parties”);
and
 - c) immediate family members of such individuals (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate.

1.4 Contest has two categories: “The best logo nomination” and “The best headline nomination”.

1.5 Each entrant has the right to participate in both categories, one application for one category nomination.

2. Contest Period: 26 September 2016 — 12 December 2016

- 2.1 Contest begins at 12:00:00 pm (noon) UTC+3 on September 26, 2016 and ends at 11:59:59 pm UTC+3 on December 12, 2016 (hereinafter referred to as the Contest Period).
- 2.2 Submissions can be sent from 12:00:00 pm (noon) UTC+3 on September 26, 2016 to 11:59:59 pm UTC+3 on December 1, 2016 at the latest. Entries received after the deadline above shall be invalid.
- 2.3 Shortlisted Entries are going to be announced from 12:00:00 pm (noon) UTC+3 on December 5, 2016, to 11:59:59 pm UTC+3 on December 5, 2016 at the latest.
- 2.4 The Grand Prize Winners are going to be announced from 00:00:00 pm UTC+3 on December 12, 2016, to 23:59:59 pm UTC+3 on December 12, 2016.

3. Entry Conditions:

- 3.1 During the Contest Period, contestants must submit a logo design and/or variant of headline which relates to the "Minsk World" and that is suitable to be used as a basis for preparing a "Minsk World" logo and/or slogan ("Entry").
- 3.2 A contestant who submits an Entry pursuant to these Terms and Conditions is deemed to have entered the Contest ("Entrant"). In the case of an Entry submitted by a Guardian on behalf of a Minor, the Guardian shall be the Entrant with regard to the Contest and the Terms and Conditions.
- 3.3 Where requested by the Sponsor, each Entrant must provide in full personal information such as: the Entrant's full name, address, ZIP code, telephone number, email address, date of birth and citizenship.
- 3.4 Entrants must be private individuals. Companies or businesses are not permitted to enter the Contest.
- 3.5 Participants can have any citizenship and can be residents of any country of the world.
- 3.6 Entries as well as logo design must be in Russian or English.
- 3.7 All Entrants must upload their Entry onto the purpose built Internet website created for the Contest minskworldlogo.com ("Microsite") to have their Entry considered valid for the purposes of the Contest and these Terms and Conditions.
- 3.8 All needed files and/or texts should be downloaded through the submission form in the sections "Logo" and/or "Slogan" at the Microsite.
- 3.9 For the category "The best logo" all contestants must submit their logo proposal in full color. In addition, contestants must provide a black and white version and a greyscale version of each logo.
- 3.10 Logos must be created as vectors to ensure scalability without loss of quality. Each logo must be provided in EPS or CDR or AI format (vector) using the CMYK color model.
- 3.11 In addition to the compulsory vector file mentioned above, contestants should provide each logo in the following file formats, resolutions, and sizes:
 - JPEG or PNG or GIF, full color;
 - JPEG or PNG or GIF, black and white;
 - JPEG or PNG or GIF, gray scale;

- JPEG or PNG or GIF, 50 pixels in width or height;
- JPEG or PNG or GIF, 100 pixels in width or height;
- JPEG or PNG or GIF, 600 pixels in width or height (on the longest side).

- 3.12 For the category “The best logo” contestants must indicate any typeface/fonts used in their design, ensure that these are legally permitted to be used by Sponsor. Contestants should not imprint or watermark any of the contact or personal details in the proposed logo.
- 3.13 For the category “The best logo” contestants should submit a written description (of no more than 1500 letters) of their design, explaining the graphic identity along with other relevant information such as the software used to create it, the colors used (CMYK color codes, and their equivalents in RGB, Pantone), typefaces/fonts used, and any other important facts.
- 3.14 For the category “The best headline” contestants must type the slogan into the special fields in the submission form.
- 3.15 For the category “The best headline” contestants should submit a written description (of no more than 1500 letters) of their slogan with explanation and other relevant information.
- 3.16 For the category “The best headline” slogan must be submitted in Russian and English.
- 3.17 All Entries must be received by the deadline of the Entry Period specified on the Microsite to be considered for the Contest.
- 3.18 Each entrant has the right to participate in both categories, one application for one category nomination during the Contest Period. Any additional Entries received from an Entrant shall be void.
- 3.19 Entrants are not allowed to modify their Entries.
- 3.20 The Entrant’s submission of an Entry expresses the Entrant’s consent to participate in this Contest according to these Terms and Conditions and the Entrant’s consent for the Sponsor to obtain, use, and transfer the Entrant’s (and where relevant a Minor’s) name, address and other personal information for the purpose of administering this Contest.
- 3.21 Any logo design and/or headline text uploaded as an Entry must not:
- (a) be unlawful or promote any unlawful activity;
 - (b) be considered inappropriate, defamatory, abusive, discriminatory, offensive, obscene, threatening, misleading or hateful (as determined by the Sponsor, in its absolute discretion);
 - (c) include any content or symbols of a religious or political nature (as determined by the Sponsor, in its absolute discretion);
 - (d) be intended to harass another person or group of people;
 - (e) include personal information of another person or persons, unless the Entrant has such person (s) consent;
 - (f) contain viruses or corrupted files;
 - (g) be a copy of an image or video previously uploaded or published on any platform (and whether in hard-copy or soft-copy);
 - (h) violate any Sponsor’s or Microsite terms or policies;
 - (i) contain any advertising or promotional materials of the third parties.
- 3.22 Incomplete or indecipherable Entries (deemed as such in the Sponsor’s sole discretion) will be deemed invalid.
- 3.23 The use of script, macro or automated devices to enter the Contest is prohibited and any Entry that is deemed to be ineligible (at the Sponsor’s sole discretion and in accordance with these Terms and Conditions) shall be void.

3.24 Any non-compliance with the Terms and Conditions shall render any Entry null and void.

4. General Conditions

- 4.1 Each Entrant agrees that, upon submission, all Entries become the exclusive property of the Sponsor and shall not be acknowledged or returned to the Entrant. After the date of submission, the Entrant shall cease to modify the Entry.
- 4.2 Each Entrant agrees that the Sponsor may use and reproduce each Entry at his own wish, at any time, with or without the consent of the Entrant.
- 4.3 Each Entrant agrees that any Entry shall not be offensive, obscene, derogatory or defamatory in its nature, and will be sensitive and respectful to the Sponsor and public.
- 4.4 Each Entrant agrees that upon the Entry being received by the Sponsor, the following shall be transferred entirely and without any exception to the Sponsor:
 - 4.4.1 any copyright, patents, database rights and right in trademarks, designs, know-how (whether registered or unregistered) including rights over any accompanying words, slogans or catch phrases (“Intellectual Property Rights”) arising herein from and related to the Entry;
 - 4.4.2 applications for registration, and the right to apply for such registration, for any of the Intellectual Property Rights in 4.4.1 arising herein from and related to the Entry;
 - 4.4.3 any other right inherently connected with the Intellectual Property Rights of or inherent to the Entry.
- 4.5 By submitting an Entry the Entrant hereby warrants and represents that such Entry is an original work created by him/her (or, as appropriate, by a Minor under his/her control) and does not violate or infringe upon the rights of any third parties, including, without limitations, any Intellectual Property Rights. The Entrant agrees that he/she will be responsible to the Sponsor for any loss or damage occurred as a result of the Entrant’s breach of the warranty.
- 4.6 The Entrant hereby grants to Sponsor an exclusive, royalty-free, transferable, irrevocable, worldwide license in perpetuity to the use the Entry for any purpose including the right to Reproduce the Entry and the right to sublicense any or all of those rights to a third party.
- 4.7 The Entrant shall do whatever is requested by the Sponsor, acting reasonably, (including provision that a Minor takes any necessary action) to facilitate the transfer of any Intellectual Property Rights to the Sponsor, including entering into a binding agreement with the Sponsor for the assignment of Intellectual Property Rights for the Entry.
- 4.8 The Entrant acknowledges that Sponsor will receive multiple Entries, some of which may be similar or identical to other Entries. The Entrant acknowledges that it will not be entitled to any Prize or compensation as a result of Sponsor’s use of any such similar or identical Entry to its own Entry.
- 4.9 The Entrant hereby irrevocably assigns absolutely all Intellectual Property Rights related to the Entry to the Sponsor with full title guarantee, including but not limited to the right to reproduce, distribute, change, publish, exhibit or otherwise exploit the Entry (or parts of the Entry) for any and all commercial use and the right to sublicense any or all of those rights to a third party (“Legal assignment”). No additional fees or compensation shall be paid by the Sponsor or any other party to the Entrant in relation to the Legal Assignment.
- 4.10 Released Parties shall have no responsibility of any telephonic, human or computer failures, problems or errors, defects or delays in any transmission, interruptions in service due to system upgrades, repairs, modifications, maintenance or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones,

phone lines or telephone systems, traffic congestion on the Internet, technical or mechanical malfunctions, or other malfunctions or errors, for any injury or damage to participant's or any other person's computer or other device relating to or resulting from participation in this Contest.

- 4.11 Sponsor reserves the right, in sole discretion, to void any Entries and disqualify such Entrants who the Sponsor believes (in its sole discretion) have attempted to tamper with or impair the administration, security, fairness or proper play of this Contest and/or who are committed violation of these Terms and Conditions.

5. Selection process and prizes:

- 5.1 There will be twenty (20) shortlisted finalists, ten (10) for each category, whose Entry will be selected among all valid Entries received until the deadline. Shortlisted finalists shall be announced after the deadline at the date, set by these Terms and Conditions.
- 5.2 Every finalist will be notified by email and in the cause of need with using other contact data specified in the Entry.
- 5.3 Every finalist shall be entitled to one (1) prize as specified in these Terms and Conditions.
- 5.4 The submissions will be judged entirely at the sole discretion of the Sponsor. The Sponsor's decisions about the shortlisted Entries are final and binding and cannot give rise to any dispute or claim by the winner or any third party, including any other Entrant in the Contest.
- 5.5 In the event that the shortlisted Entrant fails to respond within fifteen (15) calendar days after the notification had been sent by the Sponsor to the shortlisted Entrant's contact details provided at the Microsite, such shortlisted Entrant shall be deemed by the Sponsor as having relinquished the right for his prize, and subject to the Sponsor's sole discretion another Entrant may be chosen.
- 5.6 Every shortlisted finalist in the nomination "The best logo" shall receive the equivalent of five hundred US dollars (\$500) in the currency of finalist's country. Every shortlisted finalist in the nomination "The best headline" shall receive the equivalent of one hundred US dollars (\$100) in the currency of finalist's country.
- 5.7 Two (2) final winners ("Grand Prize Winners") must be chosen whose Entries can be used as the basis for the "Minsk World" logo and/or headline. The Grand Prize Winners will be selected among all valid Entries received until the deadline, and the Grand Prize Winners shall be announced after the deadline, with such time to be decided by the Sponsor.
- 5.8 The Grand Prize Winners will be notified by email, and in the cause of need with using other contact data specified in the Entry.
- 5.9 Each Grand Prize Winners shall be entitled to one (1) prize as specified in these Terms and Conditions.
- 5.10 The submissions will be judged entirely at the sole discretion of the Sponsor. The Sponsor's decisions about the winning Entry are final and binding and cannot give rise to any dispute or claim by the winner or any third party, including any other Entrant in the Contest.
- 5.11 In the event that the Grand Prize Winner fails to respond within fifteen (15) calendar days after the notification had been sent by the Sponsor to the Grand Prize Winner's contact details provided at the Microsite, such Grand Prize Winner shall be deemed by the Sponsor as having relinquished the right for his prize, and subject to the Sponsor's sole discretion another winner may be chosen.
- 5.12 The Grand Prize Winner in "The Best Logo" nomination shall receive the equivalent of five thousand US dollars (\$5.000) in the currency of his country. The Grand Prize Winner in "The

Best Headline” nomination shall receive the equivalent of one thousand US dollars (\$1.000) in the currency of his country.

5.13 Award criteria:

5.13.1 The entry should be consistent with “Minsk World” core values:

- Business must be protected
- Shopping must be unlimited
- Education must be perfect
- Nature must be prosperous
- Culture and Sports must be popular
- Science must lead
- Living environment must be favorable

5.13.2 The entry should be creative, innovative, and absolutely original, prepared especially to enter the contest.

5.13.3 The entry should command attention, display visual balance and color coordination, and contain elements which work together for a unified and appealing design.

5.13.4 The entry should have positive and clear visual impact.

5.13.5 The entry should have adaptability for use in different media, and all-round applicability.

5.13.6 The headline should incorporate the “Minsk World” core values and capture the excitement of global role of the project.

5.13.7 The headline should have positive and clear emotional impact.

5.13.8 The headline should be easy to remember and to pronounce.

5.14 The jury:

- Neb Karich, President of “Dana Holdings”,
- Olivera Ilich, Chief Architect of “Dana Holdings”,
- Masha Karich, Vice-president of PR and marketing of “Dana Holdings”,
- Svetlana Schetko, CEO of “Dana Astra” LLC.

6. General Provisions:

6.1 An Entrant’s non-compliance with these Terms and Conditions may result in the Entrant’s disqualification, at Sponsor’s sole discretion.

6.2 By submitting an Entry, Entrants agree to be bound by these Terms and Conditions and agree that:

- (a) The Sponsor and any of its Released Parties may use (to the fullest extent permitted by an applicable law) Entrant’s name, city and state of residence, photograph, any oral or written statements, footage, and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification;
- (b) Any Entrant in the Contest authorizes all verifications required by the Sponsor concerning the Entrant’s identity;
- (c) Any indication of falsified, fraudulent, false, purposeful untruthful identity of any Entrant may, in the Sponsor’s sole discretion, lead to that Entrant being disqualified from the Contest;
- (d) Sponsor and the Released Parties shall have no liability and shall be held harmless by the Entrant for any claims without limitation, for the personal injury or death of an Entrant or any other person or damage to personal or real property, arising from or related to this Contest, or due in whole or in part, directly or indirectly, to the acceptance, possession or use of the prize,

any physical activity, travel or travel-related activity in relation to the Contest or participation in this Contest;

- (e) Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Contest and the Terms and Conditions (or a part thereof) for the reasons connected with force majeure circumstances, including viruses, bugs, non-authorized human intervention or other causes harming the contest.

7. Deliberate damage:

7.1 Any attempt to deliberately damage the Microsite or undermine the legitimate operation of this Contest may constitute a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law and shall report to the relevant courts of Belarus.

7.2 These Terms and Conditions are governed by the national laws of the Republic of Belarus. The International Arbitration Court of Belarus Chamber of Commerce has exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with these Terms and Conditions.

"Dana Astra" LLC, September 26, 2016