

TERMS & CONDITIONS

THIS DOCUMENT CONTAINS THE GENERAL TERMS AND CONDITIONS RELATING TO THE USE OF THE SERVICES AVAILABLE BY IDEA HUNTING.NET ON ITS PLATFORM. ANY USE OF THE SERVICES PROVIDED BY IDEA HUNTING.NET SHOULD BE MADE ASSUMING THE AGREEMENT WITH THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, YOU WILL NOT BE ABLE TO USE THE SERVICES PROVIDED BY IDEA HUNTING.NET

1. INTRODUCTION

1.1. The website www.idealighting.net is property of Projecto Manhattan Ltd., a Portuguese company based in Travessa Particular à Rua da Centeira, nº 8, 1800-300, Lisbon, Portugal, with the Tax Number 508 004 330. All services associated with www.idealighting.net platform are provided by this company.

1.2. The acceptance of these terms and conditions is done by adhering to this agreement, together with the associated documents, hereinafter simply named as "T&C", implying the acceptance of the legal and technical services provided by the internet platform www.idealighting.net, hereinafter called "Platform".

1.3. By finishing your registration you confirm that you have read and accepted these T&C and that you agree to be bound by them. If you do not agree with our T&C and services provided by this Platform, you should not finish your registration.

1.4. The Projecto Manhattan Ltd. reserves the right to change the Platform and/or the T&C at any time in its sole discretion. Any use of the Platform after any change promoted by Projecto Manhattan Ltd. will constitute tacit acceptance by you of any changes it may have been done.

1.5. You do not need to register on the Platform in order to check on its public data. However, only registered users can fully use all the services provided by the Platform.

2. CONDITIONS FOR IDEA HUNTERS AND IDEA CREATORS

2.1. The services of the Platform will only be available to "Idea Hunters" and "Idea Creators". "Idea Hunters" are the companies or individuals registered on the platform as an Idea Hunter who seek a creative and innovative service for a fee. "Idea Creators" are individuals or companies that use the platform in order to answer the demands made by the "Idea Hunters", submitting creative solutions and ideas, hereinafter named "creative solutions". The requests made by the "Idea Hunters" and answered by the "Idea Creators" are called "Pitches".

2.2. The registration and usage of the services of the platform imply that the registered user ensures that all the information of its registration is accurate, whether as Idea Hunter or as Idea Creator.

2.3. In order to register, the user must be at least 16 years old and possess Tax ID and/or the means to send Projecto Manhattan an invoice/receipt, should the user win a pitch on the platform. If the user is unable to send this invoice/receipt, Projecto Manhattan will not have the means to proceed to the payment of its winning creative solution.

2.4. Your participation on the platform is based upon the assumption that all the information you have provided us regarding yourself

during registration is truthful and accurate. TO PROVIDE FALSE OR MISLEADING INFORMATION WILL LEAD TO THE TERMINATION OF YOUR ACCOUNT ON THE PLATFORM.

2.5. Providing false information will also lead to a lawsuit, bearing in mind compensation for any taken damage.

2.6. Pseudonyms and aliases can not be used as the registration name. However, they can be used as public names on the platform, nevertheless associated to each pseudonym or alias should always be a real name. Only the platform administrators will have access to your real name, if you choose not to use it on the platform's public area.

2.7. Projecto Manhattan Ltd. reserves the right to change, at any given time, the necessary platform registration criteria.

3. CONDITIONS OF USE AND SERVICE

3.1. The usage of the platform should be made in accordance with these T&C.

3.2. At any time, Projecto Manhattan Ltd. may deny your access to the platform, without prior notice, if you fail to comply with the T&C.

3.3. With the registration, a username and a password (password) will be given to the user, who becomes fully responsible for its usage, whether lawful or unlawful.

3.4. Projecto Manhattan Ltd. provides a platform and an environment that makes possible sharing information among individuals and/or companies who seek creative solutions (Idea Hunters) and individuals and/or companies that are willing to answer this demand (Idea Creators) on the terms predefined by the first ones. Therefore, this platform works as a connection between supply and demand for creative solutions, assuming no responsibility for the results, conduct and performance of those involved in the process of seeking creative solutions for specific issues.

3.5. Idea Hunters acknowledge and accept that, by using the services provided by the platform, Projecto Manhattan Ltd. will charge them an amount for it. This value will vary depending on the Prize Money preset, in Euros, by the Idea Hunters, at the time the pitch is set for the Idea Creators. The use of additional services of the platform is also subject to specific payments. To see all the usage costs, check the FAQ at www.idealighting.net.

3.6. By submitting these platform content, creative material, creative concepts, ideas or any other information, the user declares to Projecto Manhattan Ltd. and to every user that possesses the intellectual property and/or the legal power to unlimited give the full rights, exclusively and perpetually, so that there should not be any royalties or additional payments, beyond the prize money established by the Idea Hunter.

3.7. By launching a pitch on the platform, the Idea Hunters accept that the information placed by them on the platform may be viewed by any Idea Creator and that the platform administrators can not be held responsible by the breach of confidentiality on issues raised by the Idea Hunter on its Pitch.

3.8. This platform administrators reserve themselves the right to monitor, edit or remove contents made by users of the platform whenever they should be found offensive, defamatory, fraudulent,

obscene, contrary to law or when they are violating others privacy or intellectual property.

3.9. While this platform administrators constant monitor the contents made by users, the Idea Hunters must accept and understand that they may find offensive, defamatory, fraudulent, obscene, contrary to law or violating others privacy or intellectual property materials, including contents provided by Idea Creators. Therefore the platform administrators can not be held responsible for this.

3.10. Although the Idea Creators must sign with Projecto Manhattan Ltd. a disclaimer by the ideas submitted and are advised to comply with ethical rules of conduct, this platform administrators do not ensure that the work submitted by the Idea Creators is original, true, legally correct and not in violation of others intellectual property rights.

3.11. The administrators of the platform reserve the right to change, at any time, its contents, including the T&C, as well as to make changes of various kinds on its services. Users will be notified by email about them, should there be any changes. If users do not agree with any changes made to the platform, users may at any time cancel its account.

4. USER RESPONSIBILITIES

4.1. Idea Hunting.net is a global community of creativity and innovation where it is fostered mutual respect and honest and productive relationships between Idea Hunters and Idea Creators. When using the platform services, users should feel comfortable on transparency, trust and confidentiality matters. We believe this is the proper environment where good ideas will thrive.

4.2. The platform can not be used by Idea Hunters and Idea Creators as means to facilitate professional contacts. Any attempts of direct contact between Idea Hunters and Idea Creators will be considered by us as a breach of the conditions set on the T&C, leading to the immediate cancelation of the user access to this platform services.

4.3. Platform's registered users will be held responsible by any content published on it. By posting contents on the platform you are ensuring that you have legal power or copyrights to do so, e.g.:

4.3.1. You ensure that you own or have the legal rights of any content you submit on the platform and that, by doing so, you are authorizing its administrators and registered users to use them with no restrictions.

4.3.2. Answering a pitch, if the Idea Creator happens to submit creative materials involving a payment of royalties to third parties (e.g. image bank photo), this fact must be mentioned by the time the creative solution is being submitted, so that the Idea Hunter may subsequently acquire these rights, if this solution is the chosen one.

4.3.2. If you are an Idea Hunter, you should be properly authorized by your company to publish pitches on behalf of a particular entity or brand, providing information about your business and other data that are not breaching third party rights, such as copyrights, patents, property rights, confidentiality obligations, etc.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Projecto Manhattan Ltd. is the Idea Hunting.net service holder and the owner of the trademark Idea Hunting.net and its internet domain. Every content (graphics, text, images, formats, etc.) made to the platform are also property of Projecto Manhattan Ltd. and are subject to the general law of intellectual property.

5.2. It is not allowed partial or total copy of the contents created for this platform.

5.3. It is forbidden to use "Idea Hunting.net" and "Projecto Manhattan" brands and their respective logos without the prior consent of their owners.

5.4. You are aware that by using this platform services as Idea Hunter you will be exposed to a variety of creative solutions from a huge creative community spread all over the world, therefore Projecto Manhattan Ltd. can not be held responsible for their originality, creativity, content or copyrights.

6. CREATIVE SOLUTIONS

6.1. Idea Creators may submit creative concepts in the form of texts, images, graphics, video and audio, according to the conditions set on the T&C and with the Idea Creator. These creative concepts will be collectively referred to as "creative solutions".

6.2. Idea Creators understand and accept that the platform administrators can not ensure the confidentiality of its creative solutions, since they must be assessed by Idea Hunters on each Pitch.

6.3. Idea Creators are solely responsible by the creative solutions they submit to each Pitch. Thus, by submitting their creative solutions, Idea Creators are expressly ensuring that they are the sole owners and/or have the right, permit or license to sell these creative solutions.

6.4. Platform administrators can not be held responsible for misuse of materials in the creative solutions to which should be required acquiring usage rights or that should be considered violations of copyrights, intellectual property rights, trademarks and others.

6.5. Whenever an Idea Creator submits its creative solution to a certain Pitch made by an Idea Hunter, it is tacitly transferring to the platform administrators its full rights of intellectual property. As platform's owner, Projecto Manhattan Ltd. will retain those rights until the Idea Hunter decides which solution(s) is/are the best for its Pitch(es). When the Pitch is closed, Projecto Manhattan Ltd. will transfer the Idea Hunter the full rights of the winning Idea, after its due payment. Projecto Manhattan will then transfer back to the Idea Creators all intellectual property rights of the submitted creative solutions that were not chosen, so they may have any future usage by its owners.

6.6. Idea Creators agree not to submit creative solutions that are contrary to these T&C.

6.7. This platform administrators shall not prescribe any creative solution submitted to the posted Pitches

7. DATA PROTECTION

7.1. Projecto Manhattan, Ltd. users information collection is made in strict compliance with Portuguese legislation, namely with laws n.º 67/98, October 26 and n.º 41/04, August 18, concerning personal data treatment and protection, and in accordance with directives and recommendations issued by competent authorities, including Comissão Nacional de Protecção de Dados (CNPd) - National Commission for Data Protection.

7.2. Projecto Manhattan Ltd. ensures the thorough and responsible handling of all personal data collected from its users, always aiming to provide a more personalized service to each user and allowing unrestricted access to the www.ideahunting.net platform services.

7.3. Except for the defined blanks on the registration, the platform users' personal data will be confidential and only likely to be consulted by the service administrators, for billing and payments.

7.4. Platform administrators can not be held liable for confidential information that may be published by its users, whether visible in the public area of the website or in the registered users' area.

8. TERMINATION OF IDEAHUNTING ACCOUNT

8.1. Users may terminate its account at any time, provided they are not participating on any Pitch. This option will be permanently available on its personal area.

8.2. Platform administrators may at any time terminate your account without warning if a violation of the T&C conditions should be detected.

8.3. All rights and obligations agreed with Projecto Manhattan, Ltd. will remain in effect until the date of the termination of the account.

8.4. It is impossible to reactivate a terminated account without the approval of the platform administrators.

9. SERVICE PAYMENT BY IDEA HUNTERS

9.1. After Idea Hunter Pitch publication order, Projecto Manhattan Ltd. will send to the user registration address an invoice for prompt payment scheme, with the agreed amount to use the platform services. This invoice will be sent by mail and, simultaneously, by email (PDF format) to the email address set on Idea Hunter user profile.

9.2. The Idea Hunter will proceed to the payment by check or bank transfer fully assuming all the costs involved in the transfer.

9.3. Only upon receiving a receipt of the payment of the contracted services by the Idea Hunter will Projecto Manhattan Ltd. order the immediate online publication of your Pitch.

9.4. Until the collection of the agreed values for the usage of the platform services, the Idea Hunter's Pitch will be set on "Waiting Status", so that only its author and the platform administrators may review it.

9.5. Projecto Manhattan Ltd. will be the depositor of the set Prize Money by the Idea Hunter until it nominates the winner(s) of its Pitch.

9.6. Projecto Manhattan Ltd. will transfer the Prize Money to the author of the chosen creative solution, according to item 10. of these T&C.

10. IDEA CREATORS PAYMENTS

10.1. The Idea Creators authors of creative solutions chosen by the Idea Hunters will be entitled to a prize money in cash (in Euros) defined previously by the Idea Hunter and set visibly on the Pitch.

10.2. Projecto Manhattan Ltd. will inform, by an email sent to the email address provided by the Idea Creator on its register, the amount of the cash prize money entitled to the Idea Creator, after tax deductions required by Portuguese law. (Referring to commercial transactions with individuals located outside Portugal, the Portugal Finances will retain 15% of the Prize Money; in commercial transactions within the Portuguese territory, the VAT at the statutory rate will be included in the total Prize Money).

10.3. Bank transfer costs between Projecto Manhattan Ltd. and the Idea Creator will be entirely borne by the latter.

10.4. Projecto Manhattan Ltd. can not be held responsible for exchange rates changes that may happen by the time of the transfer of the amount of the Prize Money to Idea Creators established in countries with other currencies.

11. LEGAL

11.1. Idea Hunting.net is a service created by Projecto Manhattan Ltd.,

designed to operate in the Portuguese market and subject to Portuguese laws. All users who access this service from jurisdictions are subject to compliance with the Portuguese laws.

11.2. In no case may Projecto Manhattan Ltd. be liable for situations of unavailability of the electronic platform, no contract or contractual non-compliance by its users.

11.3. The contract that arises from the agreement and completion of the procedure is concluded between the users, being Projecto Manhattan Ltd. totally apart from it.

11.4. All disputes that may arise from this contract shall be settled by Lisbon's Judicial Court.

12. ELECTRONIC SIGNATURE

By clicking on "Accept" button at the time of acceptance of the T&C, at the acceptance of the contract with an Idea Hunter or an Idea Creator, or even at the time of a Pitch publication, users agree that are tacitly electronically signing any of these documents and providing its written consent to any of the given conditions.

Last updated in May, 24, 2010