# **TERMS AND CONDITIONS- International Cam Model Day 2024**

### **Article 1- General Conditions**

- 1.1. These terms and conditions for the International Cam Model Day 2024 (hereinafter, "<u>Campaign</u>") govern the relationship between you (the "<u>Model</u>") and subject to your identified country/registered billing address, either JWS Americas S.à r.l., a Luxembourg law governed private limited liability company with registered address at 44, Avenue John F. Kennedy, L-1855, Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number 249.539 provided you are identified as based in the United States of America or JWS International S.à r.l., a Luxembourg law governed private limited liability company with registered address at 44, Avenue John F. Kennedy, L-1855, Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number 249.566 provided you are identified as based in any other country but the United States of America (JWS Americas S.à r.l. or JWS International S.à r.l. where relevant being hereafter referred to as "<u>Website Operator</u>").
- 1.2. Participation in the Campaign implies full and unconditional acceptance of these terms and conditions (the "Terms").
- 1.3. The Terms and registration page can be accessed via the following link: <a href="www.cammodelday.com">www.cammodelday.com</a> (the "Campaign Page").

# Article 2- Term for registration and term of the Campaign

- 2.1. In order to be able to participate in the Campaign, Models must register between June 12<sup>th</sup>, 2024 (at 00h01 CEST) and June 18<sup>th</sup>, 2024 (14h00 CEST) and must provide all information/documents in order to have their Website profile approved by the Website Operator by June 18<sup>th</sup>, 2024 (23h59 CEST). Any Model not registered by June 18<sup>th</sup>, 2024 (14h00 CEST) and/or not having his/her profile approved by June 18<sup>th</sup>, 2024 (23h59 CEST) cannot participate in the Campaign.
- 2.2. The Campaign for the Models is valid from June 19<sup>th</sup>, 2024 (at 00h01 CEST) until the end of the last period July 30, 2024 (23h59 CEST) and is divided into 3 distinct periods (hereinafter, "Period"):
  - o First Period: between June 19<sup>th</sup>, 2024 (at 00h00 CEST) and July 2<sup>nd</sup>, 2024 (23h59 CEST);
  - o Second Period: between July 3<sup>rd</sup>, 2024 (at 00h00 CEST) and July 16<sup>th</sup>, 2024 (23h59 CEST);
  - o Third Period: between July 17th, 2024 (at 00h00 CEST) and July 30th, 2024 (23h59 CEST).

### **Article 3- Participants**

The following individuals may participate in the Campaign (hereinafter, the "Participants"):

- a) Any Model, older than 18 years old, that have completed the registration as provided by section 2.1 of these Terms
- b) Models with multiple performer accounts can participate in the Campaign with more than one account. However, only the account with the highest bonus earning will receive the bonus, if applicable.

# **Article 4- Participation Mechanism and conditions**

### 4.1. Models from Tier 1 countries

The Model from Tier 1 countries shall be entitled to earn a Guaranteed Income or a Bonus Income (as described below).

It should be understood a Models from Tier 1 countries (exhaustive list): a) Austria; b) Germany; c) Belgium; d) Liechtenstein; e) Switzerland; f) Luxembourg; g) United States; h) United Kingdom; i) France; j) Italy; k) Netherlands; l) Canada; m) Spain; n) Australia and o) Monaco).

(a) <u>Guaranteed income bonus</u>: The Guaranteed income shall be equivalent to \$1500 (one thousand five hundred US dollars) or up to \$3000 (three thousand US dollars), depending on the conditions complied by the Model within each Period.

Conditions to earn the Guaranteed income:

- **Guaranteed Income of \$1500:** the Model will have to be actively online and streaming for at least 40 hours on the Website during each Period and reach and maintain 50% of the Traffic Score (as explained on the Campaign Page) until the end of Period 1, 50% of the Conversion Score (as explained on the Campaign Page) until the end of Period 2 and 50% of the Engagement Score (as explained on the Campaign Page) until the end of Period 3.
- **Guaranteed Income of \$3000:** the Model will have to be actively online and streaming for at least 80 hours on the Website during each Period and reach and maintain 50% of the Traffic Score until the end Period 1, 50% of the Conversion Score until the end of Period 2 and 50% of the Engagement Score until the end of Period 3.
- (b) <u>Bonus Income</u>: If the Model reaches at least \$3000 (three thousand US dollars) in income generated via the Website and is actively online and streaming for at least 80 hours on the Website, the income generated via the Website will be increased by either 60% or 100%, provided that the conditions below are fulfilled.

### Bonus Income Structure:

#### 1. First Period:

- **60% Bonus Income:** 
  - Reach and maintain until the end of Period 1 a Traffic Score of at least 50%.
  - Be actively online and streaming for at least 80 hours on the Website during the Period.

#### o 100% Bonus Income:

- Reach and maintain until the end of Period 1 a Traffic Score of at least 75%.
- Be actively online and streaming for at least 80 hours on the Website during the Period.

#### 2. Second Period:

#### **60% Bonus Income:**

- Reach and maintain until the end of Period 2 a Conversion Score of at least 50%.
- Be actively online and streaming for at least 80 hours on the Website during the Period.

### o 100% Bonus Income:

- Reach and maintain until the end of Period 2 a Conversion Score of at least 75%.
- Be actively online and streaming for at least 80 hours on the Website during the Period.

### 3. Third Period:

#### • 60% Bonus Income:

- Reach and maintain until the end of Period 3 an Engagement Score of at least 50%.
- Be actively online and streaming for at least 80 hours on the Website during the Period.

### o 100% Bonus Income:

- Reach and maintain until the end of Period 3 an Engagement Score of at least 75%.
- Be actively online and streaming for at least 80 hours on the Website during the Period.
- (c) In each Period, each Model must meet the corresponding cumulative conditions to earn the respective Bonus Income.
- (d) Taxes: Each Model shall be responsible for paying his/her own taxes in accordance with the applicable regulations.
- (e) Payment of the Guaranteed Income and of the Bonus Income shall be subject to the terms of the normal payouts scheme provided in the Master Service Agreement.

#### 4.2. Models from Non-Tier 1 countries

During the Campaign, Models shall be entitled to earn the Bonus Income, which shall be calculated based on the income generated via the Website during the corresponding Period, provided that the conditions below are fulfilled.

It shall be understood as Models from Non-Tier 1 countries: all those countries which are not included in section 4.1.

### **Bonus Income Structure:**

# 1. First Period:

### o 60% Bonus Income:

- Reach and maintain until the end of Period 1 a Traffic Score of at least 50%
- Be actively online and streaming for at least 80 hours on the Website during the Period.

# o 100% Bonus Income:

- Reach and maintain until the end of Period 1 a Traffic Score of at least 75%.
- Be actively online for at least 80 hours on the Website during the Period.

#### 2. Second Period:

#### o 60% Bonus Income:

- Reach and maintain until the end of 2 Period a Conversion Score of at least 50%.
- Be actively online for at least 80 hours on the Website during the Period.

#### o 100% Bonus Income:

- Reach and maintain until the end of Period 2 a Conversion Score of at least 75%.
- Be actively online for at least 80 hours on the Website during the Period.

#### 3. Third Period:

#### ○ **60% Bonus Income:**

- Reach and maintain until the end of Period 3 an Engagement Score of at least 50%.
- Be actively online for at least 80 hours on the Website during the Period.

#### ○ 100% Bonus Income:

- Reach and maintain until the end of the Period 3 an Engagement Score of at least 75%.
- Be actively online for at least 80 hours on the Website during the Period.
- (c) In each Period, you must meet the corresponding cumulative conditions to earn the respective Bonus Income.
- (d) Taxes: Each Model shall be responsible for paying his/her own taxes in accordance with the applicable regulations.
- (e) Payment of the Guaranteed Income and of the Bonus Income shall be subject to the terms of the normal payouts scheme provided in the Master Service Agreement.

# **Article 5 - Fraudulent use of the Campaign**

- 5.1. The purpose of the Campaign is to incentivize Models and assist them in increasing their earnings on the Platform. By participating in the Campaign, you agree to abide by all present General Terms and Conditions and to conduct yourself fairly towards the Website Operator. In this context, should there be any abuse on your part in the context of this Campaign or towards the Website Operator, the Website Operator reserves the right to (i) suspend or cancel your participation in the Campaign, and/or (ii) cancel any unpaid amounts associated with the Campaign. In such cases, the Website Operator will carry out such suspension and/or cancellation after notifying you through appropriate means of communication.
- 5.2. The suspension and/or cancellation of your participation in the Campaign and/or of associated unpaid amounts in cases of abuse do not entitle you to any form of compensation.
- 5.3. Without limitation, the following are considered as abuse within the scope of this Article: (i) fraud or attempted fraud, (ii) theft or attempted theft, (iii) inappropriate use or misappropriation of the content uploaded or streaming on/via the Website, (iv) actions likely to disrupt the Campaign, or more generally, (v) failure to comply with the provisions outlined in these Terms.

# Article 6- Modification, Suspension and cancellation of the Campaign

- 6.1. The Website Operator reserves the right to freely modify and change the Terms, at any time and at its sole discretion. The latest version of the Terms applicable can be consulted on the Website.
- 6.2. The Website Operator reserves the right to modify, suspend, or terminate the Campaign.
- 6.3. The modification, suspension, or cancellation of the Campaign does not give you any right to compensation.

# **Article 7- Liability**

7.1. To the extent permitted by law, the Website Operator shall not be liable for any direct, incidental, or consequential damage that may be caused by anomalies in the operation of the Campaign, whatever the cause of these anomalies.

7.2. The Website Operator is not responsible if any transfer of the amounts due are lost, stolen, or destroyed.

# Article 8- Applicable law and jurisdiction

- 8.1. The Terms are subject to the laws of the Grand Duchy of Luxemburg.
- 8.2. In the event of a dispute, we invite the Model to contact the Website Operator's customer relations service in order to find an amicable solution. In the absence of an amicable solution, the Courts of the District of Luxembourg shall have exclusive jurisdiction to hear any dispute.