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The decision whether any competitor fulfils the conditions of the promise of reward within the period, or which one among several competitors deserves the preference, shall be made by the umpire named in the **notice of reward [advertisement]**, or in the absence of any such, by the promisor of the reward. The decision is binding upon the parties concerned.

In case of equality of merit the provisions of Section 361 **[paragraph 2]** apply **to the award of the prize [correspondingly]**.

The transfer of ownership of the thing produced may be demanded by the promisor **of the reward [only]** if he has specified in the advertisement that such transfer shall be made.

(G. 661).

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