

## CONTENT CONTRIBUTOR TERMS AND CONDITIONS

### 1. Definitions

**Content:** any content you agree to provide to us;

**Event:** any event (whether virtual or in person, including but not limited to, for Lions Membership, the Festival and/or for any workshop, interview, podcast or roundtable discussion);

**Festival:** the Cannes Lions International Festival of Creativity;

**Speaker Services:** speaker services you agree to provide to us at any Event;

**Services:** the provision of Content and/or Speaker Services as the case may be;

**us:** Ascential Events (Europe) Limited, c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP

**you:** the individual or organisation identified in the signature section below or on the applicable submission form.

### 2. Relationship of the parties

2.1 The provision of the Services shall be subject to these Terms and Conditions to the exclusion of all other terms and conditions of business, including any that you may provide, and all terms otherwise implied by law, custom or practice to the maximum extent permitted by law.

2.2 Clauses 3 and 4 apply only in respect of Speaker Service and Clause 5 applies only in respect of the provision of Content.

### 3. Speaker Services

3.1 In consideration of the payment of £1, receipt of which is acknowledged, and unless otherwise agreed by us in writing: (a) you shall provide us with any pre-produced content to be used as part of the Speaker Services at least seven days in advance of the Event for the purposes of checking content quality and production. If any edits, deletions or modifications are required, we will notify you in writing and these must be completed prior to delivery of the Speaker Services; and (b) at our request, including if you are participating in Lions Membership, you shall be available at least 30 minutes before the time for delivery of the Speaker Services for a technical check and rehearsal if required; and (c) if you are participating in the Festival, you shall attend the location notified to you for a technical check on the day prior to the date on which you are scheduled to provide the Speaker Services.

3.2 If for any reason you are unable to perform the Speaker Services, you shall immediately notify us, and your obligations in relation to the Speaker Services shall terminate. We are not obliged to accept a replacement.

3.3 Where you are designated as a session host, you must host the session at the Event and accordingly must procure the services of an agreed number of individuals who are appropriate to attend and participate in the session. You shall be responsible for the acts or omission of the individuals and shall ensure that such individuals are subject to written contractual obligations that are consistent with these Terms and Conditions. You shall provide a copy of such contractual obligations on demand.

3.4 You shall provide the Speaker Services at the Event on the agreed date and time in a professional manner and with all due skill and care and shall comply with any rules and regulations of the venue for the Event (if applicable). You shall not do anything which may bring the Event, any sponsor of the Event or us into disrepute or be prejudicial to the image and/or reputation of the Event, any sponsor of the Event or us. You shall comply with any delegate terms for the Event which are available on request and on the Event website together with any code of conduct issued in respect of the Event.

#### **4. Licence to use Speaker Services**

4.1 You acknowledge that we, and not your agent or sub-contractor, shall have the exclusive right to record and photograph the Speaker Services and you waive any rights you might have in our recording. We shall be entitled to use, edit, copy, broadcast and publish the recordings and photographs as we wish in perpetuity without limitation and including by way of live streaming and/or broadcasting. We shall not be obliged to exercise this right.

4.2 You grant to us an exclusive, irrevocable, worldwide, royalty-free licence to make such use of your name, voice, biography and likeness, as is reasonably required in connection with the exploitation, advertising and promotion of the Event and of us.

4.3 The content of the Speaker Services must reflect the content agreed with us. Any changes must be agreed in advance, and we shall have the final approval of such content. You grant to us an irrevocable, worldwide, royalty-free licence to make such use of any materials, including any presentations or hand-outs, provided during the provision of the Services for our business purposes.

4.4 Unless otherwise agreed, all content of the Speaker Services, including any presentations or hand-outs must not include any information sourced from a competitor either of us or any group company. If you wish to use any third party content, including music, images or logos within the provision of the Speaker Services, you shall obtain written consent from the owner of the content or from a third party authorised to grant consent and shall provide a copy of such consents to us on demand.

4.5 Unless otherwise agreed in writing, the content of your Speaker Services must premier at the Event. You must not have presented the same or substantially similar Speaker Services at any other event, show or function.

4.6 You shall not use the name or logo of the Event or us within your marketing materials or other publicity materials without our prior written consent.

4.7 If you are participating in Lions Membership, subject to our prior written consent (which includes for this purpose by email) you may publish approved pre-produced content to be used as part of the Speaker Services on your own channels provided that (a) at the time of first publication the content has premiered at the Event; (b) any publication is accompanied by an invitation to your audience to register for the Event; and (c) you will immediately remove the content from such channels if requested by us at any time.

#### **5. Provisions of Content**

5.1 The Content will be delivered in such form and format as may be agreed between us and by the date reasonably requested by us. We retain the right to reject Content submitted for publication on the basis of quality or relevance.

5.2 We shall be entitled to use and reproduce the Content as we reasonable determine in perpetuity, including amending and editing the Content and make it available to subscribers and other users of any of our

websites. Without limiting this right, we may (a) we may include supplementary content in and around the Content in order to add relevant commentary for the benefit of subscribers to and other users of any of our websites; and (b) produce, publish and distribute the Content and abstracts, extracts, summaries and/or abbreviated versions of the Content in print and/or in electronic form including as part of a collection of works or by incorporating them into new material created by us from time to time and to make those collections and new materials available to users and prospective clients and customers; and individually, for promotional purposes.

- 5.3 You shall take all reasonable steps to ensure that the Content is free from viruses and other contaminants at the time it is supplied.

## **6. Warranties, Indemnity and Liability**

- 6.1 You warrant and represent to us that (a) you have the necessary skills, professional qualifications and experience to perform the Services; (b) the provision of the Services, and the use by us and third parties of any materials used or distributed by you at the Event and any Content, shall not infringe any third party intellectual property rights; (c) the content of the Speaker Services and the Content shall not contain material that is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate or that would constitute a contempt of court or expose us to any civil or criminal proceedings; and (d) the content of the Speaker Services and the Content shall not have the effect of being harassing, threatening, abusive or hateful or which degrades, discriminates against or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other legally protected characteristic.
- 6.2 You shall keep us, our affiliates, employees and agents indemnified from and against all claims, demands, damages, losses, expenses, costs and liabilities incurred by Ascential as a result of any third party claim arising from any of your acts or omissions, including but not limited to any claim relating to your breach of these Terms and Conditions.
- 6.3 Subject to Clause 6.4 below, we accept no liability whatsoever for any loss or damage suffered by you in connection with the Services and will not be liable to you for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity.
- 6.4 Nothing contained in these Terms or Conditions shall be read or construed as excluding any liability for death or personal injury caused by our negligence or liability for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or restricted by law.

## **7. Termination**

- 7.1 These Terms and Conditions shall commence on the earlier of (a) the date on which you acknowledge and agree to these Terms and Conditions (including by way of email) and (b) the date on which the Services are performed and shall remain in force until completion of the Services, provided that we may terminate these Terms and Conditions immediately on written notice to you for any reason without cause.
- 7.2 Termination or expiry of these Terms and Conditions shall be without prejudice to the rights of either party which have accrued prior to termination or expiry. Clauses 2, 4.1, 4.2, 4.6, 5.2, 6, 8 and 9 survive expiry or earlier termination of this Agreement.

## **8. Confidential Information**

- 8.1 Subject to the provisions of this Clause 8, you shall keep confidential and shall not disclose to any person

any other information whether written or oral and in whatever medium which comes into your possession and relates to the business, products, financial and management affairs, customers, employees or authorised agents, plans, proposals, strategies or trade secrets, ideas, and concepts of Ascential (together the “**Confidential Information**”).

- 8.2 You shall not, use, copy or disclose any of the Confidential Information except for the performance of the Services or in order to comply with the judgement of a court, governmental or administrative authority competent to require disclosure. For the avoidance of doubt, you shall not reproduce any Confidential Information on a website or otherwise commercially exploit it.
- 8.3 The provisions of Clauses 8.1 and 8.2 shall not apply to any Confidential Information which: (a) is or becomes generally available to the public other than as a result of any act or omission of you; (b) comes into the possession of you and is received from a person lawfully in possession of the information and owing no obligation of confidentiality to Ascential.

**9. General**

- 9.1 Please see our website for our privacy policy. We will use any personal data that you give us to process your application to provide the Services, to contact you about participating in future events (e.g. calls for content), to send you speaker surveys post-Event (if applicable) and to let you know about our products and services.
- 9.2 Nothing in these Terms and Conditions shall create or imply an agency, partnership or joint venture between the parties. Neither party shall act or describe itself as the agent of the other party nor shall either party have or represent that it has any authority to make commitments on behalf of the other.
- 9.3 You have the option to opt out of marketing communications. Please note that we may use positive responses to speaker surveys in future marketing.
- 9.4 If any part of these Terms and Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.
- 9.5 These Terms and Conditions together with the applicable submission form constitute the entire agreement and understanding of the parties in relation to the Services, and supersede any previous agreements, arrangements and/or understandings (whether written or oral) between the parties. No variation shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 9.6 You may not assign, sub-license, sub-contract, or otherwise transfer or dispose of these Terms and Conditions or any of its rights or obligations under it, in whole or in part.
- 9.7 The interpretation and enforcement of these Terms and Conditions shall be governed by the laws of England and Wales. You agree that any claim or dispute that it may have against Ascential must be resolved by a court located in England.

**I acknowledge and agree that I have read, understood and agree to be bound by the above Terms and Conditions.**

Signature: ..... Position: .....

Full Name: ..... Date: .....