

SPEAKER TERMS AND CONDITIONS

1. Confirmation

- 1.1 In consideration of the sum of £1 receipt of which is hereby acknowledged, the individual or organisation identified below or on the applicable submission form (**Speaker** or **You**) agree(s) to provide speaker services (**Services**) to Ascential Events (Europe) Limited (**Ascential**) at one or more of the following events:
- a) Lions Live, a virtual programme of content - including pre-produced talks, live interviews/ debates and live Q&A; and/or
 - b) Cannes Lions International Festival of Creativity (the **Festival**) held at The Palais des Festivals in Cannes, France (the **Location**),
(each an **Event**).

2. Obligations

- 2.1 Unless otherwise agreed:

- 2.1.1 you shall provide us with any pre-produced content to be used as part of the 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, Ascential will notify you in writing and these must be completed prior to delivery of the Services;
- 2.1.2 where you are participating in Lions Live you shall be available at least 30 minutes before the time for delivery of the Services for a technical check and rehearsal if required;
- 2.1.3 where you are participating in the Festival in Cannes, you shall attend the Location for a technical check on the day prior to the date on which you are scheduled to provide the Services; and
- 2.1.4 you shall perform the Services at the Event.

If for any reason you are unable to perform the Services, you shall immediately notify Ascential, and these Terms and Conditions shall terminate. We are not obliged to accept a replacement.

- 2.2 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 the attached Terms and Conditions. You shall provide a copy of such contractual obligations on demand.
- 2.3 You shall provide the Services in a professional manner and with all due skill and care and shall comply with any rules and regulations of the Location (if applicable). You shall not do anything which may bring the Event, any sponsor of the Event or Ascential into disrepute or be prejudicial to the image and/or reputation of the Event, any sponsor of the Event or Ascential. 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.

3. Licence

- 3.1 You acknowledge that Ascential, and not your agent or sub-contractor, shall have the exclusive right to record and photograph the Services and you waive any rights you might have in Ascential's recording. Ascential shall be entitled to use, edit, copy, broadcast and publish the recordings and photographs as it wishes in perpetuity without limitation and including by way of live streaming and/or broadcasting. Ascential shall not be obliged to exercise this right.
- 3.2 You grant to Ascential 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 Ascential.
- 3.3 The content of the Services must reflect the content agreed with Ascential. Any changes must be agreed in advance, and Ascential shall have the final approval of such content. You grant to Ascential 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 Ascential's business purposes.
- 3.4 Unless otherwise agreed, all content of the Services, including any presentations or hand-outs must not include any information sourced from a competitor either of Ascential or of any Ascential group company. If you wish to use

any third party content, including music, images or logos within the provision of the 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 Ascential on demand.

- 3.5 Unless otherwise agreed in writing, the content of your Services must premier at the Event. You must not have presented the same or substantially similar Services at any other event, show or function.
- 3.6 You shall not use the name or logo of the Event or Ascential within your marketing materials or other publicity materials without the prior written consent of Ascential.
- 3.7 If you are participating in Lions Live, subject to the prior written consent of Ascential (which includes for this purpose by email) you may publish approved pre-produced content to be used as part of the Services on your own channels provided that (i) at the time of first publication the content has premiered at the Event; (ii) any publication is accompanied by an invitation to your audience to register for the Event; and (iii) you will immediately remove the content from such channels if requested by us at any time including as a result of a breach or potential breach of Clause 4.1 below.

4. Warranties, Indemnity and Liability

- 4.1 You warrant and represent to Ascential 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 Ascential and attendees at the Event of any materials used or distributed by you at the Event, shall not infringe any third party intellectual property rights; (c) the content of the Services 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 Services 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.
- 4.2 You shall keep Ascential 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: a claim for infringement of any third party intellectual property rights, a claim from the Location owner (if applicable) and any delay or failure to comply with a request to remove content from your own channels as set out in Clause 3.7 above.
- 4.3 Subject to Clause 4.4 below, we accept no liability whatsoever for any loss or damage suffered by you in connection with the Event and will not be liable to you for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity.
- 4.4 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.

5. Termination

- 5.1 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 Ascential may terminate these Terms and Conditions immediately on written notice to you without cause.
- 5.2 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 3, 4.2, 4.3, 5.2 and 6 shall survive expiry or earlier termination of this Agreement.

6. Confidential Information

- 6.1 Subject to the provisions of this Clause 6, 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**”).

- 6.2 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.
- 6.3 The provisions of Clauses 6.1 and 6.2 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.

7. General

- 7.1 Please see the Event website for our privacy policy. We will use any personal data that you give us to process your application to provide speaker services, to contact you about participating in future events (e.g. calls for content), to send you speaker surveys post-Event and to let you know about our products and services. You have the option to opt out of marketing communications. Please note that we may use positive responses to speaker surveys in future marketing.
- 7.2 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.
- 7.3 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.
- 7.4 These Terms and Conditions together with the 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.
- 7.5 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.
- 7.6 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.

SPEAKER

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

Signed by: _____

Name: _____

Position: _____

Date: _____