**BARTER AGREEMENT** {{ACCOUNT\_NAME \\* Upper}}

**PART A: PROPOSAL**

**PART B: TERMS AND CONDITIONS**

**PART A: PROPOSAL**

|  |  |
| --- | --- |
| **Festival (the “Festival”):** | {{OPPORTUNITY\_MASTER\_FESTIVAL}} |
| **Festival Period:** | {{OPPORTUNITY\_FESTIVAL\_START\_DATE \@ "dd-MM-yyyy"}} – {{OPPORTUNITY\_FESTIVAL\_END\_DATE \@ "dd-MM-yyyy"}} |
| **Agreement Effective Date**  **(the “Effective Date”):** | {{Dte2\_es\_:signer2:date:format(date, "mm-dd-yyyy")}} |
| **Parties:** | (1) Ascential Events (Europe) Limited, a company registered in England and Wales under company number 7814172, whose registered address is at The Prow, 1 Wilder Walk, London W1B 5A (“**Lions**”); and  (2) {{ACCOUNT\_NAME}}, a company registered in {{ACCOUNT\_BILLINGCOUNTRY}} under company number  {{\*CN\_es\_:signer2 }}, whose registered address is  {{ACCOUNT\_BILLINGSTREET}}, {{ACCOUNT\_BILLINGCITY}}, {{ACCOUNT\_BILLINGPOSTALCODE}} (the “**Company**”)  **Email**: {{CONTACT\_EMAIL}} |
| **Contact details:** | For Lions:  Cannes Lions International Festival of Creativity  33 Kingsway  London, WC2B 6UF  Matt Brightwell  Senior Brand Manager  Email:mattb@canneslions.com  For the Company:  {{ACCOUNT\_BILLINGSTREET}}  {{ACCOUNT\_BILLINGPOSTALCODE}}  {{ACCOUNT\_BILLINGCOUNTRY}}  Name: {{CONTACT\_FULLNAME}}  Title: {{CONTACT\_TITLE}}  Email: {{CONTACT\_EMAIL}} |

**Subject always to the** **Cannes Lions terms and conditions set out in PART B of this Agreement (the “Terms and Conditions”), the parties agree to provide the following services to each other in respect of the Festival (the “Services”):**

**Services to be provided by Cannes Lions:**

{{OPPORTUNITY\_SPONSORSHIP\_BENEFITS}}

Fair Value: {{OPPORTUNITY\_AMOUNT \# #,##0}} {{OPPORTUNITY\_CURRENCYISOCODE}}

**In return, {{ACCOUNT\_NAME \\* Upper}} will provide Cannes Lions with the following:**

{{OPPORTUNITY\_SERVICES\_TO\_BE\_PROVIDED\_BY\_COMPANY}}

Audience Data:

{{OPPORTUNITY\_AUDIENCE\_DATA}}

**Company Billing Information:**

|  |  |
| --- | --- |
| **Company Billing Name:** | {{TableStart:BillingDetails}}  {{CXT\_BILL\_TO\_ACCOUNT\_CXT\_INVOICE\_COMPANY\_\_R }}  {{TableEnd:BillingDetails}} |
| **Company Billing Address:** | {{TableStart:BillingDetails}}{{CXT\_BILL\_TO\_ACCOUNT\_BILLINGSTREET}}  {{CXT\_BILL\_TO\_ACCOUNT\_BILLINGCITY}}  {{CXT\_BILL\_TO\_ACCOUNT\_BILLINGPOSTALCODE}}  {{CXT\_BILL\_TO\_ACCOUNT\_BILLINGCOUNTRY}}{{TableEnd:BillingDetails}} |
| **Is VAT Applicable?** | {{\*VATA\_es\_:signer2:dropdown(options=”Yes,No”)}} |
| **Company VAT Number:** | {{OPPORTUNITY\_VAT\_NUMBER}} |
| **Do you require a PO Number?** | {{\*POR\_es\_:signer2:dropdown(options=”Yes,No”)}} |
| **PO Number** | {{OPPORTUNITY\_PO\_NUMBER}} |
| **Invoice Contact Name:** | {{TableStart:BillingDetails}}{{CXT\_BILLING\_CONTACT\_NAME }}{{TableEnd:BillingDetails}} |
| **Invoice Email address:** | {{TableStart:BillingDetails}}{{CXT\_BILLING\_CONTACT\_EMAIL }}{{TableEnd:BillingDetails}} |

**I confirm that the above invoicing details are correct and a PO has been provided if necessary by the business.**

Signed: {{Sig2\_es\_:signer2:signature}}

Print name: {{Name2\_es\_:signer2:fullname }}

Job title: {{Ttl2\_es\_:signer2:title }}

Date: {{Dte2\_es\_:signer2:date:format(date, "mm-dd-yyyy")}}

IMPORTANT: In signing this agreement you, the Company, hereby agree that Lions will act as a self-biller in respect of this agreement, and this agreement only.  Lions will issue you, the Company, with both sales and purchase tax invoices in respect of this agreement within 14 days of signature by both parties.  You, the Company, confirm that the applicable sales tax number provided on the Order Form of this Agreement is your current sales tax number and you will notify us if your sales tax status/number, or any other business details, change prior to receiving the invoices.  You also agree that you will not issue any sales tax invoices for this transaction and that you will duly account for any input and output tax in your accounting records.  Lions currently raises all invoice documentation internally although we will advise you if this changes prior to the invoicing of this agreement. For the avoidance of doubt, sales tax for transactions includes VAT and/or TVA as applicable.

To accept this Proposal, please provide an authorised signature below and return a signed copy of this Proposal by email to the address quoted above. You acknowledge that by signing this Proposal you agree to be bound by the terms of this Proposal and the Terms and Conditions. In the event of any conflict between this Proposal and the Terms and Conditions, this Proposal will take precedence. *Once received by Ascential Events (Europe) Limited, an approved copy of this Proposal will form an authorised order for the Services.*

**Signed on behalf of the Company**

Signature: {{Sig2\_es\_:signer2:signature:fon}}

*Duly Authorised signatory*

Date: {{Dte2\_es\_:signer2:date:format(date, "mm-dd-yyyy")}}

**Signed on behalf of Ascential Events (Europe) Ltd.**

Signature: {{Sig1\_es\_:signer1:signature}}

*Duly Authorised signatory*

Date: {{Dte1\_es\_:signer1:date:format(date, "mm-dd-yyyy")}}

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### **PART B: TERMS AND CONDITIONS**

1. **INTERPRETATION**
   1. “**Agreement**” means these terms and conditions together with the Proposal.
   2. “**Copyright Materials**” means non-confidential marketing materials of any kind, which may contain text, content, graphics, images, logos, Marks and icons, including, without limitation, content used or displayed on websites that are agreed between the parties as applicable to a Proposal (as defined below).
   3. “**Confidential Information**” means and includes all non-public information in any form, furnished or made available in connection with the Agreement by or on behalf of one party, including the Proposal, to the other which is marked confidential, restricted, or would be understood by a reasonable person in the receiving party’s position to be confidential.
   4. “**Co-operative Marketing Program**” means promotion-related marketing and other commercial activities mutually agreed to in writing by the parties in the Proposal.
   5. “**Marks**” means any trademarks, trade names, service marks, commercial symbols, slogans, trade dress or logos, domain names agreed between the parties as applicable to the Proposal.
   6. “**Proposal**” means the quote set out in Part A of this Agreement.
   7. “**Website**” means any website identified in Proposal.
   8. In the event of conflict between provisions the terms of this Agreement, the Proposal shall prevail, followed by these Terms and Conditions and lastly any terms and conditions incorporated by reference.
2. **SERVICES AND PAYMENT**
   1. Each party warrants that it shall carry out its obligations set out in the Proposal in accordance with the terms of this Agreement, within the timeframes agreed between the parties, and exercising due skill and care.
   2. Each party shall designate in writing a representative to manage the Co-operative Marketing Program.
   3. The parties acknowledge and agree that the performance of their mutual obligations set out in the Proposal shall constitute sufficient and valuable consideration for the purposes of this Agreement. Neither party shall make any claim for payment or other financial consideration from the other party, other than is expressly permitted under this Agreement.
3. **USE OF MARKS AND COPYRIGHT MATERIAL**
   1. Limited License. Each party hereby grants the counterparty a non-exclusive licence to use the Marks and Copyright Materials in a Cooperative Marketing Program solely for the purpose expressly permitted and agreed to in writing in the Proposal. Such use is subject to: (1) each party obtaining the prior written consent of an authorised signatory of the other party (including consent by email) such consent not to be unreasonably withheld or delayed; and (2) the proposed use of any Mark of a party complying with such party’s branding guidelines, as may be amended from time-to-time. Neither party shall use the other’s Marks or Copyright Materials or those of its affiliated companies without the other’s express written permission.
   2. Mutual Restrictions on Marks. Each party acknowledges that its ability to use any of the other party’s Marks is not a quality assurance guarantee or endorsement of the other party or of any its products or services and agrees that it will not make any statement or represent to such effect. Without limiting the foregoing, unless expressly agreed otherwise in writing by the parties, each party shall immediately cease all use of the other party’s Marks and Copyright Materials upon the earlier of (i) conclusion or termination of the Co-operative Marketing Program for which such use was approved; (ii) upon termination or expiration of this Agreement; or (iii) as otherwise requested by the party who owns the relevant Mark(s), whichever is earlier.
   3. Representation and warranty. Each party represents, warrants, and covenants that it does not and will not use the other party’s Marks (or any part thereof), or create any co-branded Mark or any Mark confusingly similar with the other party’s Mark, as a feature or design element of another mark except as expressly authorised or approved in writing by the other party.
   4. Termination Right. Each party reserves the right to terminate immediately the other party’s use of any of its Mark or Copyright Materials by giving written notice to the other party where it has reasonable cause to believe that the other party has breached the terms of this Agreement.
   5. Reservation of Rights. Nothing herein transfers or assigns to a party any right, title or interest including any intellectual property right in or to the other party’s intellectual property including, without limitation in any of its Marks or Copyright Materials. All goodwill associated with the use of the Marks of a party by the other party will inure to the benefit of the party licensing the other party to use the Marks.
   6. Ownership of Materials. Each party shall retain ownership of the materials it creates under this Agreement and all intellectual property rights therein.
   7. Proprietary Notices. The receiving party will include in any of its materials or uses, including Website uses that incorporate Marks and/or Copyright Materials of the granting party, applicable copyright, trademark and other proprietary rights notices.
4. **MARKETING RESTRICTIONS**
   1. No publicity. No public announcements relating to this Agreement may be made without the prior written approval of both parties.
   2. No Suggestion of Affiliation, Endorsement, Sponsorship or Partnership. Neither party may in any way suggest or imply through use of the other’s Copyright Materials or Marks or otherwise that its products or services or Website are affiliated with, endorsed, or sponsored by or created in association with, the other party. Each party reserves the right to require disclaimers to be included on the other party’s Website(s) and advertising and marketing materials which use the party’s Marks or Copyright Materials as it deems necessary.
   3. Use of Materials upon Termination. Without prejudice to clause 3.2, copies of any of the other party’s Copyright Materials and Marks (in any form or format, including copies stored on computer storage devices) shall either be returned or destroyed within three (3) business days of any termination or expiration of this Agreement. At the written request of either party, the other party shall provide a written statement certifying that the foregoing has occurred.
   4. Activities. Each party shall:
      1. not engage in deceptive, misleading, illegal, or unethical practices that may be detrimental to the other party or the other party’s products or services and any representations that a party makes about the other party’s products or services shall be fair and accurate;
      2. not make any representations, warranties, or guarantees to end users concerning the other party’s products and services without the other party’s prior express written authorisation;
      3. not make any representations, warranties, or guarantees outside of or beyond the exact scope of any representations, warranties or guarantees specifically authorised by the other party in writing;
      4. comply with all applicable laws, regulations or orders in marketing the other party’s products and services and in performing its duties with respect to the other party’s products and services, including, without limitation, data protection and privacy laws.
5. **DELEGATE PASSES**
   1. The Company acknowledges and agrees that in respect of any delegate passes for the Festival that are offered to the Company:
      1. any delegate authorised to attend the Festival pursuant to this Agreement must register via the Cannes Lions website and agree to the Delegate Terms and Conditions which are set out at https://www.canneslions.com/terms-and-conditions and are available upon request;
      2. the delegate passes are offered to enable the Company to promote its own brand; and
      3. in the event these Terms and Conditions and the Delegate Terms and Conditions conflict, these Terms and Conditions will prevail.
6. **CONFIDENTIAL INFORMATION**
   1. Except as expressly permitted in accordance with this Agreement or otherwise in writing by the other party, each party will keep confidential the terms of the Agreement as well as any other Confidential Information disclosed to it by the other party.
   2. The provisions of this clause 6 shall not apply to any information which:
      1. is or becomes public knowledge other than by breach of this clause 6;
      2. is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party;
      3. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
      4. is independently developed without access to the Confidential Information;
      5. is required to be disclosed by operation of law, government regulation, or order of a Court of competent jurisdiction, providing the disclosing party first gives written notice of such required disclosure to the other party; or
      6. is disclosed by a party to its employees, consultants, contractors or other representatives performing services in connection with the Proposal or a party’s professional advisors, provided, that (i) such persons have a need to know and have been notified that such information is Confidential Information; and (ii) such persons have entered into binding obligations of confidentiality no less restrictive than those of the Contract.
7. **LEGAL RELATIONSHIP**
   1. No Joint Venture. Nothing contained herein shall create or suggest any affiliation, association, partnership, agency or joint venture between the parties. Neither party shall represent itself as the associate, partner, agent or joint venture partner of the other in any way whatsoever. Neither party is authorised to accept orders or make contracts in the other party’s name, or to transact any business in the name of the other, or to assume or create any obligation or responsibility binding upon the other in any matter whatsoever, unless a party has prior specific written consent from the other to do so.
   2. Expenses.Each party shall be responsible for any and all expenses it incurs in connection with its performance of this Agreement, unless otherwise expressly provided herein.
   3. No Entitlement. Neither party is entitled to share in nor has any claim to any subscription, advertising or other revenues the other may realise in connection with the other party’s Website or other marketing activities except as expressly agreed in writing.
8. **NO WARRANTY**
   1. Except as expressly stated in this Agreement, neither party has made or relied on any warranties or representations (express or implied by operation of law or otherwise) regarding the scope, duration or success of any co-operative marketing effort which Ascential or the Company or both may undertake.
   2. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EACH PARTY’S MARKS AND COPYRIGHT MATERIALS ARE PROVIDED ON AN ‘AS IS’ BASIS WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND. EACH PARTY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR PARTICULAR PURPOSE AND THOSE ARISING BY CUSTOM OR USAGE OF TRADE.
9. **INDEMNITY AND EXCLUSIONS OF LIABILITY** 
   1. Each party agrees to indemnify the other party from awarded judgments (including awarded damages and reasonable lawyers’ fees and disbursements) from third party claims resulting from the authorised use of Marks and Copyright Materials by the other party strictly in accordance with the terms of this Agreement which violates a third party right; provided that the party seeking indemnification (the “Indemnified Party”) promptly notifies the other party (the “Indemnifier”) of such claim; (ii) the Indemnifier shall have sole control of the defense and/or settlement thereof; (iii) the Indemnified Party furnishes to the Indemnifier on request all reasonable information in the Indemnified Party’s possession or control for such defense; (iv) the Indemnified Party will not admit any such claim and/or make any payments with respect to such claim without the prior written consent of an authorised signatory of the Indemnifier; and (v) the Indemnified Party shall, at the Indemnifier’s expense co-operate with, and provide such assistance to the Indemnifier in the defense of such claims as reasonably requested by the Indemnifier.
   2. EXCEPT FOR A BREACH OF SECTIONS 3 (USE OF MARKS AND COPYRIGHT) OR 4 (MARKETING RESTRICTIONS) OR A MISAPPROPRIATION OR INFRINGEMENT BY EITHER PARTY OF THE OTHER PARTY’S MARKS, COPYRIGHT MATERIALS OR OTHER INTELLECTUAL PROPERTY OR INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY ARISING FROM OR RELATED TO THIS AGREEMENT.
   3. Subject to clause 9.5, each party’s aggregate liability, whether such liability arises in contract, tort (including negligence) or otherwise, for any damages, loss, costs, claims or expenses of any kind howsoever arising, out of or in connection with this Agreement, shall be limited to the fair value of the services to be provided to them as set out in the Proposal (or, where no such value is stated, £100,000).
   4. Subject to clause 9.5, neither party shall be liable to the other for: (i) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill; or (ii) any indirect, special or consequential damages, loss, costs, claims or expenses of any kind.
   5. Nothing in this Agreement shall limit or exclude a party's liability for:
      1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
      2. fraud or fraudulent misrepresentation; or
      3. any other liability which cannot be limited or excluded by applicable law.
   6. The exclusions set out herein shall apply to each party and their affiliated companies as well as such affiliated companies’ directors, officers, employees and independent contractors.
10. **TERM AND TERMINATION**
    1. The term of this Agreement shall be 12 months from the Effective Date unless terminated earlier in accordance with this Agreement.
    2. Either party may terminate this Agreement:
       1. on immediate written notice if the other party has committed a material breach of its obligations under this Agreement;
       2. on immediate notice if the other party becomes insolvent; or
       3. for any reason on providing sixty (60) working days’ written notice to the other party.
11. **ASSIGNMENT**

Neither party may assign or delegate all or any portion of this Agreement or its required performance hereunder to any other individual, firm or entity, by operation of law or otherwise, without the express written consent of the other party. Any attempted assignment or delegation in violation of the foregoing shall be null and void ab initio. Notwithstanding the forgoing, Ascential may assign this Agreement to any of its affiliates, in connection with a re-organisation or the sale of all or a substantial portion of the assets or business of Ascential.

1. **NOTICES.**

All notices and other communications required or permitted under this Agreement shall be in writing and notices shall be deemed sufficiently given three (3) days after they are sent by first class mail, return receipt requested, and one (1) day after they are sent by overnight courier or upon receipt if delivered by hand to the receiving party at the address as the receiving party may have provided for the purposes of receiving notices.

1. **SURVIVAL**

Termination or expiration of this Agreement, or any part thereof, will not affect the continuance in force of any provision of the Agreement or the relevant constituent part which is expressly or by implication intended to survive termination.

1. **GOVERNING LAW AND JURISDICTION**
   1. This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and the Courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Agreement.
   2. The parties acknowledge and agree that execution of this Agreement by electronic or digital signature shall be effective execution under the laws of England and Wales in accordance with the provisions of the Electronic Communications Act 2000 as may be amended from time to time.
2. **ENTIRE AGREEMENT, AMENDMENT, NON-WAIVER AND SEVERABILITY**

This Agreement constitutes the entire understanding and agreement of the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. No amendment to or modification of this Agreement shall be binding upon either party unless such amendment or modification is made in writing, dated and executed by an authorised representative of each party. Neither party’s failure to exercise any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

1. **COUNTERPARTS**

This Agreement may be executed in two or more identical counterparts, facsimile counterparts or electronic counterparts, each of which when executed by a party shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

**IMPORTANT**: In signing this agreement you, the Company, hereby agree that Ascential will act as a self-biller in respect of this agreement, and this agreement only.  Ascential will issue you, the Company, with both sales and purchase tax invoices in respect of this agreement within 14 days of signature by both parties.  You, the Company, confirm that the applicable sales tax number provided on the Order Form of this Agreement is your current sales tax number and you will notify us if your sales tax status/number, or any other business details, change prior to receiving the invoices.  You also agree that you will not issue any sales tax invoices for this transaction and that you will duly account for any input and output tax in your accounting records. Ascential currently raises all invoice documentation internally although we will advise you if this changes prior to the invoicing of this agreement. For the avoidance of doubt, sales tax for transactions includes VAT and/or TVA as applicable.