**Ascential Events (Europe) Ltd,**

**The Prow**

**One Wilder Walk**

**London, W1B 5AP**

**United Kingdom**

|  |  |
| --- | --- |
| **Quote Ref:** | {{ OPPORTUNITY\_PERFORMA\_REFERENCE }} |
| **Quote Date:** | {{ OPPORTUNITY\_TODAY\_DATE }} |
| **Quoted by:** | {{ OPPORTUNITY\_OWNER }} |
| **Client Name (the “Client”):** | {{ OPPORTUNITY\_ACCOUNT }} |
| **Client Registered Address:** | {{ACCOUNT\_BILLINGSTREET}}  {{ACCOUNT\_BILLINGPOSTALCODE}}  {{ACCOUNT\_BILLINGCOUNTRY}} |
| **Client Company Registration Number (if applicable):** | {{ OPPORTUNITY\_COMPANY\_REGISTRATION\_NUMBER }} |
| **Festival (the “Festival”)** | {{ OPPORTUNITY\_MASTER\_FESTIVAL }} |
| **Description of services** | {{TableStart:OLIs}} {{OPPORTUNITYLINEITEM\_DESCRIPTION}}{{TableEnd:OLIs}} |
| **Term (the “Term”) (excluding subscription to The Work)** | From date of execution until the end of the Festival |
| **Term of subscription to The Work:** | [12 months from {{ OPPORTUNITY\_**SUBSCRIPTION\_START\_DATE\@dd-MM-yyyy }}** (the “Initial Term”)- then subscription term will autorenew for further terms of 12 months (the “Renewal Term(s), in accordance with clause 2.1 of the attached The Work Terms and Conditions.]  [or]  [12 months from {{ OPPORTUNITY\_**SUBSCRIPTION\_START\_DATE\@dd-MM-yyyy }}** with no autorenew.]  [or]  [N/A – no subscription to The Work included in Benefits] |
| **Benefits:** | * On-site Festival Engagement   + Access to the private Marketers Networking Hub: a space to meet other brands and peers.   + A dedicated Curated Cabana (25sqm with additional 25sqm terrace) * Curation, planning and de-brief service   + 1 x Cannes Lions curator/chaperone.   + 1 x introductory phone call to establish the group’s preferences and business objectives.   + 1 x personalised post-event debrief presentation from one of the Cannes Lions Executive team. * Priority access to Learning & Inspiration   + Priority seating at The Future of Marketing Forum.   + Priority seating at the Festival award shows. * Creative Excellence   + Expert advice – key themes, trends and commentary with a Cannes Lions Juror, fresh from judging.   + Private screening of shortlisted work from your sector.   + Guided tours of the work with commentary.   + How to Craft a Winning Entry Presentation  |  |  | | --- | --- | | **Sponsorship Benefits (the “Sponsorship Benefits”):** | | | **Error! Missing test condition.** | {{OPPORTUNITY\_CLUB\_HOUSE\_ACCESS}} | | **Lions Daily Pages**: | {{OPPORTUNITY\_LIONS\_DAILY\_PAGES}} | | **Logo on Palais de Festivals Branding:** | **Error! Missing test condition.** | | **Logo on Website Partner Page:** | **Error! Missing test condition.** | | **VIP Access to Closing Party:** | {{OPPORTUNITY\_VIP\_ACCESS\_TO\_CLOSING\_PARTY}} | | **VIP Seats at Award Show:** | {{OPPORTUNITY\_VIP\_SEATS\_AT\_AWARD\_SHOW}} | | **Additional Terms:** | {{OPPORTUNITY\_SPONSORSHIP\_BENEFITS}} | |
| **Fee (excluding any applicable sales tax):** | {{ OPPORTUNITY\_CURRENCYISOCODE }} {{ OPPORTUNITY\_AMOUNT }}  Fee for The Work subscription (for purpose of calculating fees for subsequent Renewal Term(s) only): {{ OPPORTUNITY\_CURRENCYISOCODE }} { IF”<<OPPORTUNITY\_AUTO\_RENEWAL>>” = “TRUE” <<OPPORTUNITY\_NEXT\_YEAR\_SUBSCRIPTION\_COST>> + (<<OPPORTUNITY\_NEXT\_YEAR\_SUBSCRIPTION\_COST>> \* 3 ) / 100 ”‘N/A”” } |
| **Payment details:** | [e.g. Fee shall be payable within 30 days signature] |
| **Client contact details:** | Name: {{TableStart:BillingDetails}}{{ CXT\_BOOKING\_CONTACT\_NAME }}{{TableEnd:BillingDetails}}  Email: {{TableStart:BillingDetails}}{{ CXT\_BOOKING\_CONTACT\_EMAIL }}{{TableEnd:BillingDetails}}  Telephone: {{TableStart:BillingDetails}}{{ CXT\_BOOKING\_CONTACT\_PHONE }}{{TableEnd:BillingDetails}} |
| **Ascential contact details:** | Contact Name: {{ OPPORTUNITY\_OWNER }}  Email: {{ OPPORTUNITYOWNER\_EMAIL }}  Telephone: {{ OPPORTUNITYOWNER\_PHONE }} |

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

**Signed on behalf of the Client**

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

*Duly Authorised signatory*

Date: ………………………………………………………

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

Signature: {{Sig1\_es\_:signer2:signature}}

*Duly Authorised signatory*

Date: ………………………………………………………

**Client Billing Information:**

|  |  |
| --- | --- |
| **Client Billing Name:** | {{TableStart:BillingDetails}}{{CXT\_BILL\_TO\_ACCOUNT\_NAME}}{{TableEnd:BillingDetails}} |
| **Client Billing Address:** | {{TableStart:BillingDetails}}{{CXT\_BILL\_TO\_ACCOUNT\_BILLINGSTREET}}{{TableEnd:BillingDetails}}  {{TableStart:BillingDetails}}{{CXT\_BILL\_TO\_ACCOUNT\_BILLINGCITY}}{{TableEnd:BillingDetails}}  {{TableStart:BillingDetails}}{{CXT\_BILL\_TO\_ACCOUNT\_BILLINGCOUNTRY}}{{TableEnd:BillingDetails}}  {{TableStart:BillingDetails}}{{CXT\_BILL\_TO\_ACCOUNT\_BILLINGPOSTALCODE}}{{TableEnd:BillingDetails}} |
| **Is VAT Applicable?** | {{\*VATA\_es\_:signer2:dropdown(options=”Yes,No”)}} |
| **Client 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:

Print name:

Job title:

Date:

**CANNES LIONS CURATED TERMS AND CONDITIONS**

These Cannes Lions Curated Terms and Conditions consist of:

1. The Work Terms and Conditions as set out below (in relation to use of The Work, save that clause 6 (confidentiality) shall apply to all Confidential Information exchanged by the parties in connection with this Agreement whether in relation to The Work or otherwise); and
2. The Cannes Lions standard Terms and Conditions which are accessible via the weblink below (in relation to all other elements of the Benefits).

For the purposes of interpretation of The Work Terms and Conditions, the attached quote shall be deemed to be the Order Form.

**The Work Terms and Conditions**

1. INTRODUCTION

1.1 Access to the online database of advertising material, seminar content, reports and other materials relating to the Cannes Lions International Festival of Creativity (“The Work”) is subject to these terms and conditions and either: (a) the order form entered into between the parties (the "Order Form"); or (b) your online order (if you order your subscription online at [www.lovethework.com](http://www.lovethework.com)) (your “Online Order”). In these terms and conditions, we will refer to these terms and conditions together with either the Order Form or Online Order (as applicable) as the “Agreement”. The Work is made available by Ascential Events (Europe) Limited a company incorporated in England and Wales with registration number 07814172 and whose registered office is at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP ("Ascential" or “we”, “us”) to the entity noted as the client in the Order Form (the "Client" or “you”).

1.2. Access to The Work is through the website located at www.lovethework.com (the “Website”). Access by the Client to The Work shall be subject to the terms and conditions of this Agreement to the exclusion of all other terms and conditions of business, including any that the Client may provide, and all terms otherwise implied by law, custom or practice to the maximum extent permitted by law. For example, by choosing to access The Work, the Client accepts the terms and conditions of this Agreement, to the exclusion of any conflicting purchase order or terms and conditions provided by the Client.

2. ACCESS TO THE WORK

2.1 The term of this Agreement (the “Term”) shall begin on either: (a) the start date specified in our invoice; or (b) on the date of your Online Order. **Unless otherwise agreed between the parties in writing, this Agreement shall continue for an initial term of 12 months (the “Initial Term”), then will autorenew for further terms of 12 months (the “Renewal Term(s)”), unless either party notifies the other party in writing no less than 90 days before the end of the Initial Term or Renewal Term (as applicable).**

2.2 Where the parties agree that the Agreement will not autorenew, the Client acknowledges that any promotional rate negotiated between the parties will not apply to future agreements between the parties relating to The Work which, unless otherwise agreed, shall be at full commercial rates.

2.3 Unless otherwise stated in the Order Form, any licence for complimentary Users will not continue beyond the Initial Term.

2.4 The Client acknowledges that Ascential shall be entitled to make any changes to The Work which are necessary to improve the service, to comply with any applicable law and/or regulation and/or to comply with any changes to or termination of the terms and conditions of a third-party provider of content included in The Work. The Client further acknowledges that The Work contains only files of third party content selected and collated by Ascential. Where any features of The Work have been expressed by Ascential to be ‘coming soon’, Ascential will use reasonable commercial efforts to ensure that those features are delivered promptly. However, please be aware that ‘coming soon’ features are in development and that delivery may be delayed or postponed without notice. Ascential will not be liable for such delay or postponement.

3. FEES

3.1 In consideration of the provision of The Work, the Client shall pay to Ascential the charges specified in the Order Form or the Online Order (the "Charges"). The Charges are exclusive of VAT or other sales taxes which shall be payable in addition. Similarly, Client shall be responsible for all local taxes, which will not be deducted from the Charges.

3.2 Ascential shall invoice the Client in advance for the Initial Term and each Renewal Term. If you are buying online, your credit or debit card will be debited when you click “pay now”. Otherwise, all invoices are due and payable within 14 days of receipt (or 30 days, for renewal only). If payment is not made within 14 days of the date of invoice (or 30 days, for renewal only), without prejudice to any other rights and remedies which may be available, Ascential reserves the right not to provide access to The Work, or cease to provide access to The Work, and/or to charge interest on the amount overdue from the due date until the date of actual payment at the rate of 4% per annum above the base rate for the time being of Barclays Bank plc.

3.3 For each Renewal Period, Ascential shall be entitled to increase the Charges by up to: (a) 3%; or (b) the percentage increase in the Consumer Prices Index (UK) in the previous year; whichever is the greater. Ascential shall not be required to give further notice to the Client of the increased Charges. Continued use of the Archive shall constitute acceptance of the increased Charges.

4. USE OF THE WORK

4.1 No rights whatsoever to The Work are assigned or transferred to the Client under the Agreement.

4.2 The rights granted under this Clause 4 are granted to the Client only, and shall not be considered granted to any subsidiary, associated or holding company of the Client.

4.3 Subject to receipt of the Charges and to the restrictions set out in this Agreement, Ascential hereby grants to the Client a non-exclusive, non-transferable right to access and use The Work during the Term solely for the Client’s internal use.

4.4 Without prejudice to Clause 4.3, and except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, the Client shall NOT:

4.4.1 reproduce, distribute, exploit or otherwise use all or part of The Work outside of the Client’s internal use for any commercial purposes, including but not limited to reproduction of all or part of The Work on products or within marketing or promotional materials;

4.4.2 upload content from The Work into any shared system or any database, website or intranet;

4.4.3 use all or any part of The Work to build a product or service which competes with The Work, the Website or any other product of Ascential or any of its associated companies;

4.4.4 attempt to obtain, or assist third parties in obtaining, access to The Work;

4.4.5 scrape, extract, download, upload, sell or offer for sale any of The Work and Client agrees not to use, or cause to be used, any computerised or other manual or automated program or mechanism, tool, or process, including any scraper or spider robot, to access, extract, download, scrape, data mine, display, transmit, or publish, any of The Work. Client must not bypass robot exclusion headers or other similar measures that Ascential may use to restrict access to, or caching of, the Website;

4.4.6 attempt to interfere with the proper working of the Website or to monitor use of the Website without Ascential’s prior written permission;

4.4.7 take any action that imposes an unreasonable or disproportionately large load on the Website infrastructure;

4.4.8 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces within the Website (except that these restrictions only apply to the extent permitted by law);

4.4.9 use any network monitoring or discovery software to determine the Website architecture or extract information about usage, individual identities or users; or

4.4.10 circumvent, disable or otherwise interfere with security-related features of the Website including any features designed to prevent, limit or restrict use or copying of any The Work.

4.5 Ascential may track use of The Work and verify the identity of users using publicly available information, to ensure compliance with the provisions of Clauses 4.3, 4.4 and 5.2 of this Agreement.

4.6 Without incurring any liability to the Client, and without prejudice to any other rights or remedies available to it, if Ascential has reasonable cause to believe that the Client has breached the provisions of Clauses 4.3, 4.4 or 5.2 of this Agreement it shall be entitled to:

4.6.1 disable the Client’s access to The Work while it investigates if there has been a breach; and/or

4.6.2 audit the Client’s business operations to verify compliance with the provisions of Clauses 4.3, 4.4 and 5.2 only. An audit may be conducted no more than once in every contract year and in such a manner as not to interfere substantially with the Client’s normal conduct of business.

4.7 The Client shall indemnify and hold harmless Ascential and its directors and officers from and against all costs, claims, damages, expenses, claims and losses that may be incurred as a result of a breach of any of the provisions of Clause 4.4.

4.8 In consideration of the licence granted in this Clause 4, the Client hereby gives Ascential permission to use the Client’s name and logo in Ascential marketing material including publication on a Ascential websites.

5. AUTHORISED USERS

5.1 The Client shall, and shall procure that the any user authorised by the Client to access The Work (a “User”) shall, keep secure any identification, including user name and password relating to the Client’s access to The Work, and shall immediately notify Ascential, at BreachNotifications@ascential.com, of any known or suspected unauthorised use of any such identification or other breach of security, including loss, theft or unauthorised disclosure of a user name and password. The Client shall be liable for access to The Work through its user names and passwords, and shall indemnify Ascential from and against all costs, losses or expenses resulting from any unauthorised use of a user name and/or password by any unnamed user or third party.

5.2 The Client agrees that:

5.2.1 a single user name and password shall be made available to each User, and not made available to multiple users (i.e. no sharing of user names and passwords); and

5.2.2 the maximum number of Users authorised to access and use The Work shall not exceed the limits (if any) set out the Order Form. Breach of this clause 5.2 shall be considered a material breach of the Agreement.

5.3 Ascential agrees that it will take appropriate technical and organisational measures against the accidental, unlawful or unauthorised processing, destruction, loss, damage or disclosure of personal data received or used in fulfilling its obligations under this Agreement. In this Agreement personal data is as defined by all laws and regulations (as updated, amended or replaced from time to time) applicable to such data.

6. CONFIDENTIALITY

6.1 “Confidential Information” means all non-public information in any form, furnished or made available in connection with this Agreement by or on behalf of one party (“Disclosing Party”) to the other (“Receiving Party”) which is marked confidential, restricted, or would be understood by a reasonable person in the Receiving Party’s position to be confidential.

6.2 Save as expressly permitted under Clause 6.3, the Receiving Party will keep confidential the terms of the Agreement as well as any other Confidential Information disclosed to it by the Disclosing Party.

6.3 The provisions of Clause 6.1 and 6.2 shall not apply to any information which:

6.3.1 is or becomes public knowledge other than by breach of this Clause 6;

6.3.2 is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;

6.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

6.3.4 is independently developed without access to the Confidential Information; or

6.3.5 is required to be disclosed by operation of law, government regulation, or order of a Court of competent jurisdiction, providing the Receiving Party first gives written notice of such required disclosure to the other party.

6.4 The obligations with respect to confidentiality pursuant to this Clause 6 shall survive termination of the Agreement and continue for as long as such information remains confidential.

7. AVAILABILITY OF THE WEBSITES AND THE WORK

7.1 Ascential shall use its reasonable endeavours to provide reliable access to The Work, provided that Ascential does not undertake or warrant that access to The Work will be uninterrupted. The Client shall promptly report any fault in relation to the access to The Work by telephone or electronic mail to Ascential at the appropriate numbers or addresses that Ascential may from time to time provide. Upon receipt of a fault report, Ascential will endeavour to take all proper steps without undue delay to correct the fault. Ascential does not undertake to provide any technical or user support in relation to any Client or third-party hardware (including peripherals), software, products or services used by the Client to access The Work.

7.2 From time to time, Ascential may:

7.2.1 temporarily suspend for emergency repair, maintenance or improvement, all or part of the Website without notice;

7.2.2 temporarily suspend all or part of the Website for scheduled support and maintenance by providing notifications and giving reasonable notice of such suspensions; and/or

7.2.3 vary the technical specification of the Website for operational or any other reason provided that there is no material detriment to The Work.

7.3 The Client acknowledges that there are special risks attached to the transmission of information by electronic, online or similar means and that Ascential is not responsible for the loss or corruption of information in transmission by these means.

8. LIMITATION OF LIABILITY

8.1 The Client acknowledges that because of the number of sources from which Ascential obtains content used in The Work Ascential does not give any warranties in respect of The Work. Ascential grants Client a licence to access The Work only to the extent that it has been granted the rights to enable it to do so. Ascential does not make any representations or give any warranties that use of The Work by Client will not infringe any third parties’ rights (but will take prompt action to comply with any restrictions imposed by third party rights holders). The Work is provided on an “as is” basis without guarantee of accuracy, timeliness or completeness. All implied warranties or conditions of satisfactory quality, and fitness for a particular purpose are excluded to the fullest extent permitted by law. The Client is solely responsible for ensuring that The Work is appropriate and suitable for its needs.

8.2 The Client agrees that The Work is made available only for general information and is not intended to address particular requirements or interests of the Client and the Client acknowledges that the Charges are priced accordingly. The Work does not constitute any form of advice, recommendation or arrangement by Ascential and shall not be relied upon by the Client in making (or refraining from making) any specific investment or other business or personal decisions; professional advice should be obtained before making any such decision.

8.3 Ascential shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for: a) loss of profits; (b) loss of business; (c) depletion of goodwill and/or similar losses; (d) loss of anticipated savings; (e) loss of goods; (f) loss of contract; (g) loss of use; (h) loss or corruption of data or information; (i) business interruption; (j) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; (k) loss or damage that arise as a result of the use of all or part of The Work in breach of the Agreement; (l) loss or damage arising as a result of any error, omission, inaccuracy or third party right infringement, in any part of The Work where such error, omission, inaccuracy or third party infringement is caused by any third party content; and/or (m) loss or damage to a computer, software, modem, telephone or other property.

8.4 If, notwithstanding any other provisions of the Agreement, Ascential is held liable to the Client for any reason, Ascential’s aggregate liability in respect of any loss or damage suffered by the Client arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the Charges paid by the Client during the 12 months preceding the date on which the claim arose.

8.5 Nothing in this Clause 8 shall limit Ascential’s liability for death or personal injury resulting from Ascential’s negligence or for fraud or fraudulent misrepresentation.

9. ANTI-BRIBERY

9.1 The Client warrants that it shall:

9.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

9.1.2 comply with such of Ascential’s anti-bribery and anti-corruption policies as are notified to it from time to time; and

9.1.3 promptly report to Ascential any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of the Agreement.

9.2 Breach of this Clause 9 shall be deemed a material breach of the Agreement.

10. TERMINATION

10.1 Either party shall be entitled to terminate the Agreement with immediate effect if the other:

10.1.1 commits a material breach of the Agreement that is not remediable, or (where the breach is capable of remedy) is not remedied within 14 days after being required by notice to do so; or

10.1.2 becomes or is declared insolvent or takes formal steps to commence bankruptcy (including the making of a bankruptcy order) or makes or proposes any composition with its creditors or the appointment of a receiver or similar officer over or in respect of some or all of its assets or takes any steps to enter into an insolvency process including without limitation the appointment of a liquidator, administrative receiver, administrator, provisional liquidator, receiver or any other office holder over or in respect of some or all of its assets or the filing of any papers at court in respect of a moratorium or the taking of any steps for dissolution or strike off.

10.2 If the Client terminates the Agreement under Clause 10.1, Ascential shall refund to the Client the proportion of the Charges paid pro-rata for the remainder of the then current Initial Term or Renewal Term.

10.3 On expiry or termination of the Agreement for any reason, the Client shall delete any content of The Work from its systems and shall procure that all Users shall cease to access The Work.

10.4 Termination of the Agreement shall not affect the accrued rights of the parties. Notwithstanding termination, the following Clauses shall remain in force: 6 (Confidentiality); 8 (Limitation of Liability); 10.2-10.4 (Consequences of Termination); 12 (General); and those other clauses which are expressly or by implication intended to survive termination.

11. FORCE MAJEURE

11.1 For the purposes of this Agreement, “Force Majeure” means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under the Agreement and includes but is not limited to war, terrorism, riot or civil commotion, strikes, lock outs or other industrial action, acts of or restrictions imposed by government or public authority, failures of supply of services, explosion, fire, flood, natural disaster and breakdown or failure of equipment.

11.2 A party will not be liable if delayed in or prevented from performing its obligations under the Agreement due to Force Majeure, provided that it promptly notifies the other of the Force Majeure. If, due to Force Majeure, a party is unable to perform a material obligation and/or is delayed in or prevented from performing its obligations for a continuous period of more than 30 days, either party may terminate the Agreement on notice.

11.3 The provisions of this Clause 11 shall not be relied upon in relation to the inability to pay.

12. GENERAL

12.1 The 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.

12.2 The Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes any previous agreement in relation to such subject matter.

12.3 We may update these terms and conditions at any time without prior notice. We will post any changes on the Website. It is your responsibility to ensure you review these terms and conditions regularly to familiarise yourself with any changes. Continued use of The Work shall constitute acceptance of the new terms and conditions.

12.4 Each of the parties agrees that in entering into the Agreement, it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance of any person other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing. Nothing in this clause shall limit or exclude any liability for fraud.

12.5 If there is a dispute between the Client and Ascential concerning the Agreement, the parties will use all reasonable endeavours to act reasonably and settle the matter as appropriate. Nothing in this Clause 12.5 shall prevent either party from seeking interim or injunctive relief.

12.6 No right, power or remedy conferred upon or reserved for Ascential is exclusive of any other right, power or remedy available to Ascential provided either under the Agreement or as a matter of law and each such right, power or remedy shall be cumulative.

12.7 The Client may not assign, sub-license or otherwise transfer any of its rights or obligations under the Agreement without the prior written agreement of Ascential, which shall not be unreasonably withheld or delayed. Ascential shall be entitled to sub-contract its obligations under the Agreement. If Ascential sub-contracts or delegates the performance of any of its obligations under the Agreement then Ascential will have full responsibility and liability for the performance and non-performance of its subcontractor (subject to the exclusions and limitations of liability set out in the Agreement).

12.8 If any provision of the Agreement is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of it, which shall remain valid and enforceable.

12.9 Unless otherwise stated in this Agreement, notices served under the Agreement shall be valid only if made in writing and sent to the receiving party’s address notified on the Order Form or as such other address as is specified by the receiving part to the other party for this purpose in writing (not including by email).

12.10 No person who is not a party to the Agreement, shall have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement shall not be subject to the consent of any third party.

12.11 No failure or delay by Ascential to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12.12 Each of the parties is an independent contractor and nothing in the Agreement shall be construed to imply that there is any relationship between the parties of employer/employee, partnership or of principal/agent nor are the parties engaging in any joint venture and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise.

**Cannes Lions standard Terms and Conditions**

Please see the website for our standard Terms and Conditions: <https://www.canneslions.com/terms-and-conditions>