|  |  |
| --- | --- |
| **Quote Ref:** | {{OPPORTUNITY\_NAME}} |
| **Quote Date:** | {{OPPORTUNITY\_CREATEDDATE \@ "dd-MM-yyyy”}} |
| **Quoted by:** | {{OPPORTUNITY\_OWNER\_NAME}} |
| **Sponsor Company Registration Number:** | {{CR\_es\_:signer2}} |

|  |  |
| --- | --- |
| **Sponsor Name (the “Sponsor”):** | {{ACCOUNT\_NAME}} |
| **Sponsor Registered Address:** | {{ACCOUNT\_BILLINGSTREET}}  {{ACCOUNT\_BILLINGCITY}}  {{ACCOUNT\_BILLINGPOSTALCODE}}  {{ACCOUNT\_BILLINGCOUNTRY}} |

|  |  |
| --- | --- |
| **Festival (the “Festival”):** | {{OPPORTUNITY\_MASTER\_FESTIVAL}} |
| **Festival Period (the “Festival Period”):** | {{OPPORTUNITY\_FESTIVAL\_START\_DATE \@ "dd-MM-yyyy"}} – {{OPPORTUNITY\_FESTIVAL\_END\_DATE \@ "dd-MM-yyyy"}} |
| **Venue (the “Venue”)** | {{OPPORTUNITY\_FESTIVAL\_VENUE}} |
| **Sponsorship Description:** | {{TableStart:OLIs}}{{OPPORTUNITYLINEITEM\_DESCRIPTION}}{{TableEnd:OLIs}} |
| **Term (the “Term”):** | {{Dte2\_es\_:signer2:date:format(date, "mm-dd-yyyy")}} – {{OPPORTUNITY\_FESTIVAL\_END\_DATE \@ "dd-MM-yyyy"}} |
| **Sponsorship Fee (excluding any applicable sales tax) (the “Sponsorship Fee”):** | {{OPPORTUNITY\_AMOUNT \# #,##0}} {{OPPORTUNITY\_CURRENCYISOCODE}} |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  |  | | --- | --- | | **Sponsorship Benefits (the “Sponsorship Benefits”):** | | | **Clubhouse Access:** | {{OPPORTUNITY\_CLUBHOUSE\_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}} |   **Delegate data**  We will send certain sponsors delegate personal data such as Festival delegates’ name, job title, company and country (“delegate data”) in advance of the Festival.  We will only share delegate data with you where:   * you need the delegate data to better plan or implement the activities set out in the Sponsorship Benefits above; **AND** * sharing the delegate data with you will enrich the delegates’ Festival experience.   For example, we may share delegate data with you where you are providing official Festival:   * events; or * content (including from a cabana or CLX zone); or * training (such as academies or the CMO accelerator); or * bespoke gifts to delegates. |

|  |  |
| --- | --- |
| **Payment details:** | For Cannes Lions International Festival of Creativity 2020, a deposit of 20% shall be invoiced on the date of signature, due within 30 days. 40% shall be invoiced on 30th January 2020, due within 30 days, and the final 40% shall be invoiced on 30th March 2020.  If this Agreement is entered into by the parties after 31st March 2020, the total Sponsorship Fee shall be due on signature of this contract by you.  **All payments shall be payable to the account specified by us on our invoice.** |
| **Cancellation rights:** | If you wish to cancel your sponsorship of the Festival and terminate this Agreement, you must give written notice to us of your intention to do so within 14 days of your signature of this Quote. On expiry of this 14 day period you will have no right to cancel or vary the terms of this Agreement or receive any refund from us.  If we receive written notice of your intention to cancel the Agreement within 14 days of your signature of this Quote, you shall, subject to clause 22 of the attached Sponsorship Agreement Terms and Conditions, be entitled to a refund of any part of the Sponsorship Fee paid to us at the date of cancellation. Any such refund will be payable to you within 14 days of our receipt of the cancellation notice. |
| **Sponsor contact details:** | Contact Name: {{CONTACT\_FULLNAME}}  Email: {{CONTACT\_EMAIL}}  Telephone: {{CONTACT\_HOMEPHONE}} |
| **Ascential contact details:** | Contact Name: {{OPPORTUNITY\_OWNER\_NAME}}  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 Sponsorship Agreement Terms and Conditions. In the event of any conflict between this Quote and the Sponsorship Agreement 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 Sponsorship Benefits.*

**Signed on behalf of the Sponsor**

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

*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")}}**Sponsor 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.**

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

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

**SPONSORSHIP AGREEMENT - TERMS AND CONDITIONS**

The Sponsor (“**you**” or “**your**”) has agreed to sponsor the Festival being organised by Ascential Events (Europe) Limited (“**we**”, “**us**” or “**our**”) which is expected to be held at the Venue for the Festival Period. These Sponsorship Agreement Terms and Conditions and the Quote (together the "**Agreement**") set out the terms that have been agreed between you and us in relation to your sponsorship of the Festival and the benefits to which you are entitled. Unless otherwise stated, terms defined in the Quote shall have the same meaning herein.

*Appointment*

1. We hereby appoint you as a sponsor of the Festival for the Term. As part of this appointment, you will be entitled to the Sponsorship Benefits.
2. During the Term, we will refer to you in certain promotional literature and publicity materials relating to the Festival (together the “**Festival Literature**”). We reserve the right to also refer to other sponsors and third parties which have supplied specific goods or services to us in the Festival Literature.

*Sponsorship Fee*

1. You shall pay the Sponsorship Fee to us by the dates set out on the attached Quote and to the account specified by us.
2. The Sponsorship Fee is exclusive of any applicable sales tax (including, but not limited to, VAT) which shall be paid by you at the rate and in the manner from time to time prescribed by law.
3. If you are late paying the Sponsorship Fee, without prejudice to any other rights or remedies available to us, we shall be entitled to charge you 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.
4. You agree to provide us with all information that we need to generate our invoices (including but not limited to any relevant purchase order number). Failure to supply such information shall not excuse late or non-payment.
5. Save where we have agreed as part of the Quote that we will cover specific costs, you acknowledge and agree that you shall be solely responsible for all costs that you incur relating to your attendance at the Festival (including, but not limited to, travel and accommodation costs).

*Intellectual Property Rights and Sponsor Literature*

1. Subject to clause 9, you grant to us a royalty-free, non-exclusive, worldwide licence to use your name and logo in the form provided to us in advance of or pursuant to signature of this Agreement ("**Your Marks**") for the purpose of publicly announcing or promoting our relationship with you and on the Festival Literature.
2. We shall consult with you in relation to proposed use of Your Marks, and all materials created by us which bear Your Marks shall be delivered to you for approval (not to be unreasonably withheld or delayed).
3. Subject to clauses 11 and 12, we grant to you a royalty-free, non-exclusive, non-transferable licence during the Term to use our name and logo in the form provided to you in advance of or pursuant to signature of this Agreement (“**Our Marks**”) solely to promote your sponsorship of the Festival (including use on any promotional materials relating to the Festival ("**Sponsor Literature**")).
4. You shall, prior to distributing any Sponsor Literature, provide copies of the Sponsor Literature to us for confirmation that it complies with the Cannes Lions Brand Guidelines (the “**Brand Guidelines**”). You undertake that you shall not distribute any Sponsor Literature until you have received written confirmation from us that the Sponsor Literature complies with our Brand Guidelines (such written confirmation to include confirmation by email). You are solely responsible for meeting all costs relating to the Sponsor Literature, (including reprinting costs if you do not obtain our approval prior to printing). You undertake that any Sponsor Literature that you produce will: (a) comply with any instructions or directions issued by or on behalf of us; and (b) include any legal or good practice notices as required by us from time to time. A copy of the Brand Guidelines shall be made available on request.
5. Both parties undertake that any promotional materials that they produce further to this Agreement will:
6. comply with the Brand Guidelines;
7. comply, without limitation, with all relevant laws and regulations in force that relate to the promotion of the Festival; and
8. not contain any material inaccuracies of fact.
9. Neither party shall do anything to compromise the distinctiveness or reputation of the other party’s marks or do anything which affects, directly or indirectly, the registration of those marks. Each party will give the other their full co-operation in any action, claim or proceedings brought or threatened by a third party in respect of the other party’s marks (or any part thereof).
10. Both parties shall indemnify and keep the other party indemnified from and against all claims, damages, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of any claim that the other party’s use of the indemnifying party’s intellectual property rights in accordance with this Agreement infringes any intellectual property rights of any third party.

*Conduct*

1. The parties shall use all reasonable endeavours not to do and shall procure that none of their employees, agents or contractors shall do, or omit to do, anything which: (a) may bring the Festival or the other party into disrepute; or (b) be prejudicial to the image and/or reputation of the Festival or the other party.

*Attendance at the Festival*

1. Where Sponsorship Benefits include sponsorship of a space or event at the Festival you warrant that you and your employees, agents or subcontractors (as applicable): (i) will ensure that your space or event is operational and manned by at least one member of your staff at all times during the designated opening hours (as determined by us) (ii) will comply with all reasonable instructions given by us or the Venue, including without limitation in relation to health and safety; (iii) shall not do or permit to be done, anything that would or is likely to endanger Festival delegates, staff or the general public; (iv) will comply with all applicable laws, standards or regulations; and (v) shall not start to de-build, de-construct or otherwise interfere with the structure or overall look and feel of the sponsored space until 23.59 on the last day of the Festival Period.

*Music*

1. Unless otherwise stated in the Quote, no music licences are included in the Sponsorship Benefits. You agree and acknowledge that where you intend to use music at the Festival or as part of your sponsorship, you must get clearances for such music directly from the owner thereof. You will provide us with confirmation of these clearances on request. Further information on music licences can be obtained from SACEM: https://clients.sacem.fr/en.

*Term and Termination*

1. Subject to (a) and (b) below and any cancellation right set out in the Quote, this Agreement shall continue in force for the Term. Either party may terminate this Agreement at any time without prejudice to its other remedies forthwith by written notice to the other party in the event that the other party:
2. commits a material or persistent breach of this Agreement (including failure to pay any amounts due under this Agreement) and in the case of a breach that is capable of being remedied does not remedy the same within 14 days of having been given written notice specifying the breach and requiring it to be remedied; or
3. ceases or threatens to cease to carry on business, is unable to meet its debts as they fall due, has an order made or a resolution passed for its winding-up, has an administrator, receiver or manager appointed or where circumstances arise which entitle a court of competent jurisdiction to make an order or pass a resolution for its winding up, or makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.
4. We shall not be deemed to be in breach of this Agreement or otherwise liable to you for any failure or delay in performing our obligations under this Agreement as a result of an event or series of connected events outside of our reasonable control and/or the reasonable control of our subcontractors and/or suppliers as applicable (hereafter referred to as “Force Majeure Event(s)”). For the purposes of this Agreement, Force Majeure Events include but are not limited to industrial action, acts of God, riot, civil commotion, military or terrorist acts (or threats of such acts), malicious damage, compliance with any law or government order, rule, regulation or direction, fire, explosion, flood, storm or material failure of a relevant utility service or transport network. Where an event of Force Majeure occurs, it may be necessary for us to cancel the Festival. We reserve the right to cancel the Festival due to an event of Force Majeure at any time and we shall not be liable to you for any cost or other expenses (including wasted costs and expenses) incurred by you and/or your representatives as a consequence (including, without limitation, travel and accommodation expenses).
5. We reserve the right to postpone, reschedule or change the duration of the Festival at any time and without any liability to you. We will provide you with notice of any such postponement, rescheduling or change as soon as is reasonably practicable.
6. Upon termination of this Agreement for any reason the parties agree that:
7. our obligations to provide any further Sponsorship Benefits shall cease;
8. you shall destroy any Sponsorship Literature and remove Our Marks from any other materials in your possession; and
9. all outstanding sums owing to us shall become due and payable without deduction or set off.
10. Where we have agreed as part of the Quote that you are entitled to cancel your sponsorship of the Festival for convenience within a set cancellation period (e.g. 14 days), we shall (at our sole discretion) be entitled to deduct from any refund payable to you all reasonable costs incurred by us in reprinting any Festival Literature (where applicable). If no sums have been paid by you at the date of cancellation for convenience, you shall pay to us all reasonable costs incurred by us in reprinting the Festival Literature (where applicable) and such sums shall be due within 30 days of the date of your cancellation.
11. Termination or expiration of this Agreement, or any part thereof, will not affect the continuance in force of any provision of this Agreement or the relevant constituent part which is expressly or by implication intended to survive termination.

*Confidential Information*

1. Each party shall treat in confidence all information obtained from the other pursuant to this Agreement that is confidential in nature and shall use such confidential information solely for the purpose of exercising its rights or performing its obligations under this Agreement.
2. Each party shall only disclose such confidential information: (i) to those of its employees, representatives or advisors who may reasonably need to know the same to the extent required for the proper performance of this Agreement; and (ii) to the extent that such confidential information is required to be disclosed by law. The provisions of this clause shall not prevent the receiving party from disclosing any information: which is or subsequently comes into the public domain other than as a result of a breach of this clause; or was independently developed by the receiving party; or was received from a third party which was free to divulge such information. Save as otherwise set out herein, confidential information shall be destroyed or returned to the party that provided it upon termination or expiry of this Agreement.

*Anti-Bribery and Anti-Corruption*

1. You warrant that you shall:
2. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
3. comply with such of our anti-bribery and anti-corruption policies as are notified to you from time to time; and
4. promptly report to us any request or demand for any undue financial or other advantage of any kind received by or on behalf of you in connection with the performance of this Agreement.

Breach of this clause shall be deemed a material breach of this Agreement.

*Data Protection*

1. Unless otherwise stated in the Quote, we will not share personal data relating to Festival delegates or other individuals associated with the Festival with you. Where you collect personal data directly at the Festival without our involvement, you agree that you are doing so as data controller and warrant that you will comply with all applicable data protection legislation.
2. If we have confirmed in the Quote that we will share delegate data with you, the additional conditions in this clause 28 shall apply. You acknowledge that we are providing you with the delegate data to further our legitimate interest in creating the best possible Festival experience for delegates (i.e. in this instance, we are the data controller and you are the data processor). You warrant that you will:
3. process the delegate data securely and in compliance with all applicable data protection legislation;
4. only process the delegate data to better plan or implement the activities set out in the Sponsorship Benefits;
5. delete the delegate data once the Sponsorship Benefits have been provided (or on termination or expiry of this Agreement, if earlier);
6. only process the delegate data in accordance with our written instructions;
7. ensure that any person authorised to access delegate data shall be subject to written (or statutory) obligations to maintain the confidentiality of the delegate data;
8. only engage sub-processors with prior consent and in accordance with applicable data protection legislation;
9. notify us without undue delay if you become aware of any security breach or any failure of security in relation to the delegate data and provide us with full details of the same;
10. assist with any data subject requests;
11. not transfer the delegate data to a third country outside the European Economic Area or the UK without having a valid transfer mechanism in place; and
12. subject to us giving you reasonable notice, provide us with all information reasonably necessary to demonstrate compliance with this clause 28.
13. If we have confirmed in the Quote that we will share scanning data with you, the additional conditions in this clause 29 shall apply. You acknowledge that we are processing the scanning data on your behalf (i.e. in this instance, you are the data controller and we are the data processor). We warrant that we will:
14. process the scanning data securely and in compliance with all applicable data protection legislation;
15. only process the scanning data for the purposes of providing you with the Sponsorship Benefits;
16. delete the scanning data once the Sponsorship Benefits have been provided (or on termination or expiry of this Agreement, if earlier), save that we will retain a copy of the scanning data for our own business insight and planning purposes (e.g. analysing footfall at the Festival as a whole);
17. only process the scanning data in accordance with your written instructions;
18. ensure that any person authorised to access scanning data shall be subject to written (or statutory) obligations to maintain the confidentiality of the scanning data;
19. only engage sub-processors with prior consent and in accordance with applicable data protection legislation (accordingly, the parties agree that Codegate Limited will be engaged by us to provide a hosted service for processing the scanned data);
20. notify you without undue delay if we become aware of any security breach or any failure of security in relation to the scanning data and provide you with full details of the same;
21. assist with any data subject requests;
22. not transfer the scanning data to a third country outside the European Economic Area or the UK without having a valid transfer mechanism in place; and
23. subject to you giving us reasonable notice, provide you with all information reasonably necessary to demonstrate compliance with this clause 29.
24. The parties agree and acknowledge that nothing in clauses 28 and 29 shall prevent either party from processing or retaining personal data that it validly acquires on its own behalf, independent of this Agreement.

*Liability*

1. Subject to clause 33, our 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 Sponsorship Fee.
2. Subject to clauses 33 and 34, 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.
3. Nothing in this Agreement shall limit or exclude a party's liability for:
4. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
5. fraud or fraudulent misrepresentation; or
6. any other liability which cannot be limited or excluded by applicable law.
7. You agree to indemnify us, our staff and affiliates and to hold us harmless to the fullest extent permitted by law, against all losses, costs, claims or expenses of any kind arising from any breach by you of your warranties contained in this Agreement.
8. You shall take out and maintain adequate insurance policies with a reputable insurer to cover your liabilities arising under or in connection with this Agreement and all losses, claims, demands, proceedings, damages, costs, charges and expenses for injuries or damage to any person or property at or in connection with the Festival which may result from your fault or negligence or that of your employees, agents or contractors. You shall provide us with a certificate of insurance evidencing the insurance required under this clause on request.

*General*

1. Any notice shall be delivered or sent by first class registered post or prepaid international recorded airmail to the other party at the address appearing on the Quote or to such other address as that party shall notify in writing to the other. Where notice is given by hand it shall be deemed to be received on the day served provided that no notification is received by the sender that the letter was not delivered. Where notice is given by post, it shall be deemed to be received the following day.
2. Nothing in this Agreement shall constitute or be construed as constituting a partnership or joint venture between us, or shall authorise you to enter into contractual relationships or incur obligations on our behalf.
3. No waiver by any of the parties of any breach of any term of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other term.
4. This Agreement contains the entire agreement and understanding between the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
5. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.
6. Save for any of our group companies, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. Notwithstanding the foregoing, this Agreement may be rescinded or varied in any way and at any time by the parties to this Agreement without the consent of any of our group companies.
7. You acknowledge that you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in this Agreement.
8. This Agreement may be executed in any number of counterparts (each of which taken together will be deemed to constitute one and the same agreement and each of which individually will be deemed to be an original) with the same effect as if the signatures on each counterpart were the same original document.
9. The parties hereby agree that this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law, and hereby submit to the exclusive jurisdiction of the English courts.