

Terms & Conditions

Rules of Entry

- All entries **MUST** have been implemented for the first time between **1 March 2011 and 30 April 2012**.
- Entries cannot be cancelled or removed from the competition after **27 April 2012**.
- It is the responsibility of the entrant to ensure that the commissioning client has the rights to use the intellectual property of the brand advertised. Entries must not be made without the prior written permission of the advertiser/owner of all rights that subsist in the advertisement. At our request, you shall immediately provide us with a copy of such permission.
- All entries must have been made within the context of a normal paying contract with a client, except in the charities and public services categories. That Client must have paid for all, or the majority of the media/production costs.
- All entries must be submitted for judging exactly as published, aired or implemented and may not be modified for awards entry.
- At our request, you shall provide us with a full media schedule to verify the authenticity of the work in the event that entry is shortlisted or a winner.
- In the event of a complaint against any winning or shortlisted entry, the Festival Organisers will conduct a full investigation into each case and will request detailed documentation from all parties concerned including the complainant, the entrants and the client.
- Entrants or companies who are proved to have deliberately and knowingly contravened any rules relating to eligibility may be barred from entering the awards for a period of time following the Festival as specified by the Festival Organisers.
- The Festival Organisers will have no hesitation in withdrawing an award in cases where the complaint is upheld.

Payment

Payment **MUST** be received within **14 DAYS** from the date of your confirmation email. **Failure to pay within this time may result in your entries being withdrawn.**

- All EU member countries **MUST** supply their VAT registration number.
- Preferred method of payment is by Bank Transfer. This incurs a €10 charge, bank details as follows:

BANK TRANSFER to:

Account name: Cannes Lions Fes of Creativity

Account number: 550/00/42037751

Sort code: 60-00-01

IBAN: GB80 NWBK 6072 1442 0377 51

BIC/SWIFT: NWBK GB 2L

Bank name: National Westminster Bank plc

Bank address: City of London Office

PO Box 12258

1 Princes Street, London , EC2R 8PA

- If you choose to pay by **CREDIT CARD** there will be a handling charge
AMEX 2.5% of the transaction
Others: 1.5% of the transaction
- Cheques are NOT accepted.
- If you pay by bank transfer, please email a copy of your bank transfer confirmation to payments@canneslions.com, or fax to +44 (0)207 728 4030.
- It is imperative that you cover ALL Bank charges; otherwise your entries may be refused. Please ensure that payment is made in EUROS and arrives at our bank in EUROS.
- Participants who pay by bank transfer will receive a proforma invoice (invoice to pay) as part of an email confirmation containing a full set of completed entry forms.
- Please note all invoicing will be done post event

Refunds

There will be no refunds for withdrawals by entrants after the official entries deadline of **March 9 2012, regardless of any extension**. In addition, entries cannot be cancelled or removed from the Festival in any way **AFTER 27 April 2011**. Please note, all refunds will be processed **post festival**.

Treatment and Publication of Entries

For the purpose of this paragraph, 'entry/campaign' means the work you enter into the Festival under these Entry Rules.

1. Any material submitted in the course of entering the awards or otherwise provided to the Festival Organisers becomes the property of the Festival Organisers and cannot be returned.
2. Entrants may be required to supply additional material for any shortlisted or winning work for the winners' DVD and any promotional publication and exhibitions held after the Festival.
3. In order to promote the Festival, each entrant hereby grants to the Festival Organisers a non-exclusive, royalty free right and licence to:

- (a) screen or publish all materials submitted to the Festival Organisers, including all **entry/campaign**, with or without charge at public or private presentations, wherever and as often as the Festival Organisers think fit;
- (b) reproduce all materials submitted to the Festival Organisers, including all **entry/campaign**, in the Cannes Lions Archive and Lions+ whether on line or offline;

- (c) lend and/or sell entry/campaign to any interested public or private organisation with a view to promoting the Festival either directly or indirectly; and
- (d) reproduce any entry/campaign into a collection of advertisements which may be offered for sale anywhere in the world. Such a collection may not, nor may any extracts of it, be copied, marketed or sold by any organisation other than the Festival Organisation or any organisation authorised to do so by the Festival Organisation. This may include adaptation/translation by a third party.

4. You warrant that, in exercising the rights and licences granted to it under paragraph 3 above, the Festival Organiser shall not breach any applicable laws or infringe the rights of any third party, including but not limited to third party intellectual property rights, anywhere in the world.

5. Each entrant agrees to assist the Festival Organisers in supporting any legal action that may be taken against the Festival Organiser in relation to the exercise of the rights set out in paragraph 3 above and to supply information to the Festival Organisers immediately should they become aware that an unauthorised collection or compilation including their Advertisement is available for sale or distribution.

6. Each entrant agrees to hold the Festival Organisers harmless of any claims that may be made against them by reason of any breach of the warranty set out in paragraph 4 above. Winners have the right to use any award given to them for promotional purposes on condition that this is correctly described.

7. Each entrant confirms to the Festival Organisers that they have the legal right to enter the Festival on the terms of these Entry Rules. Each entrant indemnifies the Festival Organisers against all liability to any other person, firm or company and all loss arising from a breach by the entrant of any of these Entry Rules.

Miscellaneous

1. The Cannes Lions International Festival of Creativity (the "Festival") is organised and managed by Emap Limited, a company registered in England and Wales with registration number 537204 and registered office at **Greater** London House, Hampstead Road, London NW1 7EJ, United Kingdom (**the "Festival Organisers"**). References to "us", "we", and "our" shall be construed accordingly.

2. Each entrant accepts full responsibility for the quality of entries and discharges the Festival Organisers from any responsibility in respect of third parties.

3. All entrants will strictly observe the Entry Rules. Completion and signature/sending of the Entries Payment Form will imply full acceptance by each entrant of the Entry Rules. Non-compliance with any of the Entry Rules will result in automatic disqualification of the entry.

4. The decisions of the Festival Organisers in all matters relating to the Festival shall be final and binding.

5. In the event of a win, any duties, fees and charges accrued from the transporting of the trophy, will be covered by the recipient, not the Festival Organisers.

6. These Entry Rules shall be governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the English courts.