

eurobest!

CELEBRATING
EUROPEAN CREATIVITY

—
ENTRY
KIT 3
2019
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PART A – GENERAL TERMS AND CONDITIONS THAT APPLY TO ALL AWARDS

GENERAL

1. By entering eurobest, Entrants agree to be bound, and abide, by the Rules. We may vary the Rules from time to time, in which case the variation will take effect from the date of publication of the new Rules on our website: www.eurobest.com. We have absolute discretion to determine the application of the Rules or to resolve any ambiguity in them as we see fit.
2. We may, in our absolute discretion, at any time refuse or withdraw Entries which, in our reasonable opinion:
 - 2.1. breach applicable laws, regulations or industry recognised codes of practice;
 - 2.2. offend national sentiments, religious sentiments or public taste;
 - 2.3. do not meet the Eligibility Requirements; or
 - 2.4. in any other way conflict with the Rules or the spirit of the Guiding Principles.

Please note that we may also disqualify an Entry if the Entrant has not paid the relevant Entry Fee.

3. Ascential is part of the Ascential Group, which pledges to trade legally and respect all laws including the trade sanctions imposed by UN, EU, UK and US Governments. We are unable to accept Entries from or with a connection to a country subject to UN, EU, UK and/or US government sanctions.
4. In these Rules, words and expressions shall have their ordinary meaning unless otherwise defined in the **Glossary**.

ELIGIBILITY REQUIREMENTS

5. Each Entry must satisfy the following requirements (the “**Eligibility Requirements**”):
 - 5.1. Except as set out in Clause 5.2 below, the Entry must have aired, launched or been released to the public for the first time during the period starting on 1 September 2018 and ending on 31 October 2019 (the “**Eligibility Period**”).
 - 5.2. Notwithstanding Clause 5.1 above, if the work ran before the start of the Eligibility Period but a minimum of two thirds of the Campaign implementation ran within the Eligibility Period, then it can still be entered into the following eurobest Awards:
 - Brand Experience & Activation
 - Creative Data
 - Creative eCommerce
 - Creative Strategy
 - Design
 - Digital
 - Digital Craft
 - Direct
 - Entertainment
 - Glass: The Award for Change
 - Healthcare
 - Innovation
 - Integrated
 - Media
 - Mobile
 - PR
 - 5.3. For the following eurobest Awards, if your Entry is in relation to one or more elements from a wider Campaign, the individual element(s) being submitted for judging must have aired, launched or been released to the public for the first time within the Eligibility Period:
 - Film
 - Film Craft
 - Industry Craft
 - Print & Publishing
 - Outdoor
 - Radio & Audio

- 5.4. If you are entering a Campaign that has run over two or more years, the Campaign must have evolved sufficiently during the Eligibility Period to qualify as an Entry for the purposes of the Awards. At our request, you must provide evidence of the Campaign's evolution from year to year and we shall have absolute discretion in concluding whether or not an Entry has evolved sufficiently enough to satisfy this requirement;
- 5.5. If you are entering a continuation of a Campaign that was first aired, launched or released before the Eligibility Period and was submitted to a previous edition of the Awards, then the Campaign must have progressed significantly during the Eligibility Period to qualify as a new Entry for the purposes of the Awards. As our request, you must provide evidence of how the Campaign has progressed during the Eligibility Period and we shall have absolute discretion in concluding whether or not an Entry has evolved sufficiently enough to satisfy this requirement;
- 5.6. the Entry has been created within the context of a normal paying contract and genuine brief from a Client/Brand OR if it's a case of self-promotion or a non-profit organisation, the Client/Brand has approved all of the media/production/implementation;
- 5.7. you have permission to enter the Entry from the commissioning Client/Brand/brand-owning company (we may request proof of this permission directly from the Client/Brand or Client/Brand-owning company);
- 5.8. you have included the Client/Brand contact details in the Entry including name, position and full contact details;
- 5.9. the Entry has been submitted exactly as published/aired/released and has not been modified for entry into eurobest;
- 5.10. the Entry is not speculative or conceptual advertising, and has not been banned or withdrawn from airing;
- 5.11. the Entry does not relate to a product which is a prototype/not commercially available (save where otherwise stated in the relevant Additional Requirements, e.g. for Innovation);
- 5.12. a senior officer (CD, CEO or Chairman) from the Entrant company has given permission for this work to be entered;
- 5.13. the Entry was not entered into the same eurobest Award last year (the same piece of work cannot be submitted for the same eurobest Award in consecutive years but, providing the Entry meets the relevant Eligibility Requirements, including the Eligibility Period requirements, you may enter the work into an alternative eurobest Award);
- 5.14. there is no reference to your company or any contributing creative companies in any digital or physical materials (except in the case of self-promotion or if the reference existed in the original execution);
- 5.15. all supporting case films and materials are correct and final versions (these cannot be changed once your Entry has been submitted);
- 5.16. the work, and/or case film can be understood in English (for further details see Entry Kit 1 [here](#));
- 5.17. the Entrant is not based in, residing in or connected with a country subject to UN, EU, UK and/or US government sanctions;
- 5.18. the Entry is not in relation to a project based in, residing in or connected with a country subject to UN, EU, UK and/or US government sanctions;
- 5.19. the Entry is not a Scam Entry (as explained below);
- 5.20. it meets any relevant Additional Requirements; and
- 5.21. the Entry was designed:
 - 5.21.1. specifically for and to run in the European region and was created or produced by a Company in the European region;
 - 5.21.2. specifically for and to run in the European region and was created or produced by a Company outside the European region; or
 - 5.21.3. to run globally as long as it was created or produced by a Company in the European region.

GUIDING PRINCIPLES

6. The Guiding Principles indicate the spirit in which the Rules will be interpreted and in which they will be applied. Where Ascential determines, in its absolute discretion, that any Entrant has not behaved in accordance with the Guiding Principles, we may direct the Entrant to modify or remedy its behaviour (even where such behaviour is not an express breach of any particular rule), and any failure by that Entrant to modify or remedy its behaviour may lead to disqualification.
7. The Guiding Principles are as follows:

Fairness and Integrity. Entrants and Ascential must act fairly in their application of the Rules, without seeking to exploit the Rules to the unfair advantage, or disadvantage, of any given Entrant. Entrants must not undertake any activities which would bring the fairness of eurobest, the eurobest Awards or Special Awards into disrepute (including by collusion with any other Company for the maximisation of points).

Transparency and Accuracy. Entrants and Ascential should provide information to each other in a full, frank, and open manner, to maintain the transparency and accuracy of eurobest, the eurobest Awards and the Special Awards.

Ownership and Responsibility. Representatives have a special role to play in ensuring the accuracy of information provided by Entrants for the calculation of the Special Awards. Representatives must take full ownership of, and responsibility for, submitting only that information which they believe is accurate, and will be required to sign a Declaration Form accordingly.

Good Faith and Co-Operation. Ascential, under the assurance of PwC, will carry out the administration of the Special Awards in accordance with the Rules, using its discretion where necessary and in good faith, and relying on the information it receives from Companies and/or their Representatives. In turn, all Entrants and Representatives should cooperate in good faith with Ascential, including by providing information, and providing the necessary declarations, by the deadlines set in the Rules.

SCAM ENTRIES

8. eurobest represents the best in creative vision and achievement and we continually strive to protect the spirit and purity of eurobest. The issue of scam work is an important one which we take very seriously. The role of eurobest is to set the benchmark for creativity in communications, to celebrate creativity and to reward outstanding creative work. The best way to prove that creativity is a force for business, for change and for good in the world is to ensure that scam work is removed from eurobest. Where we, in our absolute discretion, consider that an Entry is a scam (a "Scam Entry") we may withdraw the Scam Entry or remove the Entrant's Award or Special Award (as applicable). Examples of a Scam Entry include, but are not limited to, work that hasn't aired, didn't run and/or hasn't been approved by the client.

CONDUCT

9. Entrants should not: (a) bring eurobest into disrepute; or (b) do anything which could be prejudicial to the image and/or reputation of eurobest, the eurobest Awards or Special Awards. Where we, in our absolute discretion, consider that an Entrant has not complied with this clause, we may withdraw their Entry or remove their Award or Special Award (as applicable).

CHECKS AND REQUESTS FOR FURTHER INFORMATION

10. We reserve the right to request additional information about your Entry, including for the purposes of verifying its eligibility or authenticity. For example, we may ask for media scheduling details, Client/Brand confirmation in writing or any other further information we need to verify the authenticity of your Entry. If you do not provide us with the requested information or if, in our absolute discretion, we determine that you have not provided us with adequate information, we may withdraw your Entry, Award or Special Award (as applicable).
11. We also reserve the right to carry out our own checks to make sure that the information you have provided about your Entry is correct, including but not limited to checking that: (i) your purported Client/Brand is legitimate; and (ii) that the product featured in the Entry corresponds with your Client/Brand's portfolio.

EFFECT OF NON-COMPLIANCE WITH THE RULES

12. We shall have the right to determine, in our absolute discretion, whether the Rules have been complied with. If we find that you have potentially breached the Rules, we will invite you to explain, including explaining any mitigating facts or circumstances. If we find that the Rules have been breached, we shall have the right to disqualify the relevant Entry and/or impose any other penalty specified in these Rules.
13. If you become aware that your Entry Materials do not comply with the Eligibility Requirements you must notify us in writing ((including by e-mail to awards@eurobest.com). If we find that the Entry Materials do not comply with the Eligibility Requirements we shall have the right to disqualify the relevant Entry and/or accept changes to the Entry Materials at our absolute discretion. No changes to Entry Materials will be accepted once such Entry Materials have been submitted to a judging panel. All changes to Entry Materials will incur the following administrative charges per entry:
 - 13.1. for changes notified to us prior to 20 September 2019, €130; and
 - 13.2. for changes notified to us on or after 20 September to 11 October 2019, €205; and
 - 13.3. for changes notified to us on or after 11 October, €255.
14. Where we deem that an Entrant has deliberately and knowingly contravened the Rules (including by entering an ineligible or Scam Entry), we may ban any or all of those individuals named on the relevant Entry's credit list from entering eurobest. Ascential will determine the appropriate length and nature of the ban based on the seriousness of the case involved. Not all situations are the same and each case will be dealt with on its own merits.
15. Our decisions in all matters relating to eurobest shall be final and binding.

INTELLECTUAL PROPERTY RIGHTS: TREATMENT, USE AND PUBLICATION OF ENTRIES

16. By submitting your Entry, you must ensure that you have all the relevant rights and consents required to allow us, and any third parties authorised by us, to use the Entry Materials as set out in these Rules including, but not limited to, submitting the Entry Materials to a jury for judging and screening the Entry Materials in public.
17. By submitting an Entry, you:
 - 17.1. warrant to us that
 - 17.1.1. you have the legal right to submit the Entry Materials into eurobest; and
 - 17.1.2. the use of the Entry Materials in accordance with the Rules and the exercise of the eurobest Purposes by us or third parties authorised by us shall not infringe the rights of any third party, nor breach any applicable laws; and
 - 17.2. grant us an exclusive licence to use the Entry Materials in accordance with the Rules and for the eurobest Purposes.
18. The "eurobest Purposes" which we may, but are not obliged to, carry out are as follows:
 - 18.1. screening or publishing Entry Materials with or without charge at public or private presentations, in such manner and form as we reasonably think fit;
 - 18.2. reproducing Entry Materials in 'The Cannes Lions Archive', 'The eurobest Winners Site', www.warc.com and 'The Work' (and any future iterations of 'The Cannes Lions Archive', 'The eurobest Winners Site', www.warc.com and 'The Work') and offline;
 - 18.3. permitting third parties to use Entry Materials, directly or indirectly, to promote eurobest;
 - 18.4. reproducing any Entry in a collection of advertisements which may be offered for sale anywhere in the world, including in 'The Cannes Lions Archive', 'The eurobest Winners Site', www.warc.com and 'The Work'. Such a collection may not, nor may any extracts of it, be copied, marketed or sold by a third party other than Ascential or any organisation authorised to do so by us. This may include adaptation/translation by a third party; and
 - 18.5. analysing or reproducing Entry Materials, to create reports or commentaries on particular types or categories of Entry, for ourselves or third parties.

19. You must notify us in writing (including by e-mail) of any restriction placed on the use of the Entry by any applicable law or its legal owner, a permitted licensee or a third party whose property is included in the Entry Materials (a "Restriction") as soon as reasonably possible on becoming aware of it in accordance with Clause 13 above.
20. You must immediately inform us if you become aware that an unauthorised collection or compilation including your Entry is available for sale or distribution.
21. If any legal action is started against us in relation to your Entry then, without prejudice to any other rights or remedies available to us, you shall promptly assist us in dealing with the claim (including, without limitation, by providing all documentation establishing ownership of rights in the Entry at our request).

DATA PROTECTION

22. We will use any personal data included in your Entry Materials to process your Entry, contact you about enquiries, to further the eurobest Purposes and to announce and promote winners. Further details can be found in our privacy policy on our website, which can be found [here](#).

ADMINISTRATION OF THE FESTIVAL

23. We have absolute discretion to change the Category or eurobest Award that an Entry is entered in to at any time (including, but without limitation, where we believe that such changes are necessary to ensure that all Entries are showcased in their best light). We will inform Entrants if we make any changes to their Categories or eurobest Award.

COMPLAINTS PROCEDURE

24. If there is a complaint about any Award-winning or shortlisted Entry or the award of a Special Award we may, at our absolute discretion, choose to investigate the complaint. If we choose to investigate a complaint, you must cooperate fully with us in relation to that investigation, including by providing us with any information we request from you.
25. If we uphold a complaint and find that the winning or shortlisting of any Entry was unfair or incorrect, we may withdraw the relevant Entry, Award or Special Award, as applicable.

CANCELLATIONS AND REFUNDS

26. If you wish to withdraw your Entry, you must notify us:
 - 26.1. by email to awards@eurobest.com; or
 - 26.2. through your account at www.eurobest.com
27. We reserve the right to disregard any other form of notification.
28. Subject to clause 37 (Entries withdrawn by us) of Part A of these Rules, if you withdraw your Entry on or before **19 September 2019** for any reason, you will be eligible for a refund of your Entry Fee
29. We will process refunds and credits after the Festival on receipt of a request to finance@eurobest.com. If requesting a credit, please specify if this is for Entry Fees or delegate passes and the year you would like to use the credit for within your request.
30. If you withdraw your Entry after **19 September 2019**, you will not receive a refund or a credit. Any Entry Fees due but unpaid at the time of withdrawal are immediately due and payable.

DUPLICATE ENTRIES FROM DIFFERENT ENTRANTS

31. If we receive two Entries for the same piece of work, in the same Category, in the same eurobest Award from different Entrants (e.g. if a Production Company enters a piece of work that has already been submitted by an Agency), the Entry Fee paid by the second Entrant (i.e. the Entrant which submitted its Entry later in time) may be used by that Entrant to: (i) move the Entry to another eurobest Award or Category; (ii) enter a new Entry in its place; or (iii) receive a credit note for next year's eurobest.

32. If we receive Entries for the same piece of work that exceed the maximum number of times a piece of work can be entered into a eurobest Award (e.g. if a Production Company enters a piece of work that has already submitted by one or more other entrants whose entries together total the maximum number of times a piece of work can be entered into a eurobest Award the Entry Fee paid by each subsequent Entrant (i.e. any Entrant which submitted its Entry after the maximum number of entries were submitted) may be used by that Entrant to: (i) move the Entry to another eurobest Award or Category; (ii) enter a new Entry in its place; or (iii) receive a credit note for next year's eurobest.

ENTRIES WITHDRAWN BY US

33. We will not refund your Entry Fee where we have withdrawn your Entry because it:
- 33.1. does not comply with the Rules (including the Eligibility Requirements); or
 - 33.2. is missing required media/results/information and you have failed to provide the information within a reasonable period (where reasonable period is to be determined by us in our absolute discretion).

CHANGING YOUR CATEGORY/SECTION

34. Before **1 August 2019** you may change the Category or eurobest Award that your Entry has been entered into.
35. If the Category or eurobest Award that your Entry has been entered into changes, you will:
- 35.1. not be eligible for any refund in respect of any price difference between the Entry Fee payable for the original Category or eurobest Award and the new Category or eurobest Award; and
 - 35.2. be required to pay any additional amount in respect of any price difference between the Entry Fee payable for the original eurobest Award or Category and the new Category or eurobest Award.
36. Where you have entered a piece of work into the same Category or eurobest Award more times than permitted (please check the Additional Requirements for each Category or Section for details), you will not be eligible to receive any refund. However, you will be able to use the funds paid for that Entry Fee:
- 36.1. to move the work to another Category or eurobest Award;
 - 36.2. to enter a new piece of work in its place; or
 - 36.3. against payment for the Entry Fee for other Entries in the same year's eurobest.

MISCELLANEOUS

37. If you win an Award or Special Award, any duties, fees and charges accrued from the transporting of the trophy must be covered by the recipient, not by us.
38. The eurobest trophy and all eurobest branding is the intellectual property, including copyright, design rights and trademark rights, of Ascential and/or its group companies. We have the exclusive right to and not limited to, reproduce, manufacture, copy, and sell the eurobest trophy in any size or medium, and to distribute or exploit the design of the eurobest trophy or reproductions of the same by gift, sale, re-sale or licence. No reproduction, replica or other copy of the eurobest trophy or the eurobest branding may be made or used by any manufacturer, advertiser, organisation or individual except in accordance with these terms unless you have our prior express written consent or a license from us.
39. Where we Display an Entry we are doing so for the purpose of criticism and review only. Displaying an Entry does not constitute any recommendation, endorsement or promotion of the products or services featured in the Entry by us or any of our affiliates. Subsequent Displays do not represent the views or opinions of us or our affiliates. Ascential and its affiliates do not accept any liability of any kind in respect of any Display or any product or service referred to in any Display.

ENTIRE AGREEMENT

40. Each Entrant acknowledges and agrees that the Rules constitute the entire and only agreement between the Entrant and Ascential. No Entrant has relied upon, nor has been given by Ascential, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as expressly set out in the Rules. In the event of any clash between these Rules and any other material published by us, these Rules shall take precedence.

INVALIDITY

41. If any provision of the Rules is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision shall not be affected or impaired in any way.

LIABILITY

42. Ascential does not accept any responsibility for any damage, loss, injury or disappointment suffered by any Entrant.
43. Ascential's liability to any Entrant, whether in contract or tort (including negligence), shall be limited to the amount of the Entry Fee. For the avoidance of doubt, Ascential shall not be liable to any Entrant for any indirect, consequential or special loss arising out of, or in connection with, eurobest, nor for any loss of profits or business (save that nothing shall exclude Ascential's liability for death or personal injury as a result of its negligence).

GOVERNING LAW AND JURISDICTION

44. The Rules shall be governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the English courts.
45. In the event of any dispute, controversy or claim between an Entrant and Ascential, arising out of or relating to the Rules, including without limitation regarding its existence, validity or termination (a "Dispute"), the parties shall first seek settlement of that Dispute in accordance with the following procedure:
- 45.1. any party alleging a Dispute shall send to the other party a written notice setting out the material particulars of the Dispute ("Notice of Dispute"), which must state that it is sent pursuant to this clause; and
- 45.2. thereafter, the parties shall use reasonable endeavours to resolve the Dispute by good faith negotiations between them for a period of four weeks from the date that the Notice of Dispute has been deemed to have been duly served.
46. In the event that the parties cannot settle the Dispute in accordance with clause 49 of Part A of these Rules (and within the time period stipulated under clause 49.2 of Part A of these Rules), the Dispute shall be referred to and finally resolved by mediation under CEDR or the parties may mutually agree to arbitration under the LCIA Rules, which LCIA Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London and the language of the arbitration shall be English.

PART B – ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO SPECIAL AWARDS ONLY

INTRODUCTION

1. The Special Awards, to each of which Special Awards Rules apply, are as follows:
 - 1.1. Network of the Year Award;
 - 1.2. Agency of the Year Award;
 - 1.3. Media Network of the Year Award;
 - 1.4. Independent Agency of the Year Award;
 - 1.5. eurobest Palm Award;
 - 1.6. Country Agency of the Year Award;
2. The entry into, and awarding of, the Special Awards is governed by the Rules. In the event of any discrepancy between any of the different Parts of the Rules applying to Special Awards (i.e. Parts A, B and/or C), the order of precedence for Special Awards shall be as follows:
 - 2.1. Part B (Additional Terms and Conditions that apply to Special Awards only); then
 - 2.2. Part C (Special Awards Rules); then
 - 2.3. Part A (General Terms and Conditions that apply to all Awards).
3. Certain Entries will be shortlisted for or win Awards. Those Companies which are shortlisted for or win Awards will be given points which will count for all Special Awards for which those Companies are eligible, as set out in Part C of these Rules.

COMPANY CREDITING RULES (NB THESE APPLY TO ROLES ONLY)

4. Each Company credit on your Entry must constitute one geographical office and business. For example, you cannot credit 'Company, United Kingdom', you must credit 'Company, London' or 'Company, New Manchester'. If two Companies both worked Significantly, they must both be credited.
5. Each separate Company must be credited if they worked Significantly, even if they are geographically based in the same place. For example, if 'Company Health, Bristol' and 'Company, Bristol' both worked on an Entry they must both be credited, you cannot just credit 'Company Group, Bristol'.
6. The credited Company name must exactly match the Legal/Trading Name of the Company.
7. For all roles excluding Entrant Company the credited Company must be credited as they were branded/owned at the time of the execution of the Entry. For example, Company A and Company B have merged during the Eligibility Period to create Company C. If the campaign took place before the merger date the credited Company must be Company A or Company B, not the new Company C.

CREATIVE TEAM CREDITING

8. You may submit creative credits up to and including **11 December 2019**. No further additions will be accepted after this time.

LIST OF CURRENT HOLDING COMPANIES AND NETWORKS

9. At time of writing, we consider the Holding Companies to be: BlueFocus Communication Group; Deloitte; Dentsu Group; Enero; Hakuhodo DY Holdings; Havas Group; Interpublic Group; MDC Partners; Omnicom; Publicis Groupe; S4 Capital; and WPP.
10. At time of writing, we consider the Networks to be: Accenture Interactive; Asatsu-DK; Bartle Bogle Hegarty; BBDO Worldwide; BETC; BlueFocus; Cheil Worldwide; Chime Communication; Daiko; DDB Worldwide; Dentsu; Deloitte Digital; FCB; Geometry Global; Grey; Gyro; Innocean; Havas; Hill + Knowlton; J. Walter Thompson; Leo Burnett; KYU; M&C Saatchi; McCann Worldgroup; mcgarrybowen; MDC Partners; Mullenlowe Group; Ogilvy; Possible Worldwide; Publicis Worldwide; R/GA; Saatchi & Saatchi; Publicis Sapient; Scholz & Friends; SuperUnion; TBWA Worldwide; The Brand Union; The North Alliance; The Stagwell Group; The United Network; The & Partnership; VMLY&R; Wunderman; Wunderman Thompson; and Yomiko.
11. At the time of writing, we consider the Healthcare Networks to be: CDM Group; DDB Health Group; FCB Health; ghg | greyhealth group; Havas Health & You; McCann Health; Ogilvy Health; Publicis Health; Syneos Health; Sudler & Hennessey; TBWA\Worldhealth; The Bloc Partners; VMLY&R Health; and Wunderman Health, Wunderman Thompson Health.
12. At the time of writing, we consider the Media Networks to be: Blue 449; Carat; Dentsu X; Digitas; Essence; Havas Media Group; Initiative; Hakuhodo DY Media Partners; Hearts & Science; iProspect; Mediacom; Mindshare; OMD Worldwide; Posterscope; PHD Worldwide; Starcom; The Spark Foundry; UM; Vizeum; Wavemaker; and Zenith.
13. At the time of writing, we consider the Independent Networks to be: Droga5, Edelman; Fred & Farid; Jung von Matt; Serviceplan; and Wieden & Kennedy.
14. We may update the lists of Holding Companies and Networks set out in clauses 9 to 13 inclusive of Part B of these Rules at our absolute discretion. For example, if we become aware that one of the Networks is involved in a sale, merger or acquisition that means that it is no longer a Network, we may remove it from the list. We will notify any Holding Company or Network that is added to or removed from the relevant list.
15. If you wish to propose any change to the lists of Holding Companies and Networks set out in clauses 9 to 13 inclusive of Part B of these Rules, please contact us by no later than **30 September**. We shall have ultimate discretion to decide the status of any particular entity and our decision shall be final and binding.

VALIDATION PROCESS AND PROCEDURE FOR SPECIAL AWARDS

16. Companies must declare, at the time of entry into eurobest, which, if any, Network, Independent Network, Healthcare Network, Media Network and/or Holding Company each credited Company is Owned by or Affiliated with.
17. All Companies are required to make due and careful enquiry of their legal counsel, company secretary, or Chief Financial Officer to establish ownership and/or affiliation, in accordance with the applicable Ownership and/or Affiliation Tests.

VALIDATION PROCESS

18. Stage 1: Up to and including, **30 September 2019**:

- 18.1. During Stage 1 of the Validation Process, Ascential will, in its absolute discretion, mandate that certain Holding Companies, Networks, Independent Networks, Media Networks and Healthcare Networks must nominate an authorised Representative of sufficient seniority to validate the information provided to Ascential during the Validation Process (the "Representative").
- 18.2. The relevant Holding Companies, Networks, Independent Networks, Media Networks and Healthcare Networks which must nominate a Representative will be informed by Ascential of this requirement by **01 September 2019** and will have until **30 September 2019** to inform Ascential of the identity of the Representative.
- 18.3. The Representative must be an individual of sufficient seniority, to enable him or her to carry out the required function of verifying information. By way of example only, individuals will be deemed to be of sufficient seniority if they occupy the role of Chief Creative Officer, Chief Financial Officer or Chief Executive Officer, their direct reports or someone who is authorised to act by them.

- 18.4. Ascential reserves the right to reject the nominated Representative as being of insufficient seniority, and to request an alternative nominee. Ascential will, in its absolute discretion, consider allowing more than one Representative to be nominated for each Holding Company, Network, Independent Network, Media Network or Healthcare Network.
- 18.5. Once nominated, the Representatives cannot be changed by request of the relevant Holding Company, Network, Independent Network, Media Network and/or Healthcare Network save in exceptional circumstances (for example, death, termination of employment, or incapacity).

19. Stage 2: 31 October 2019 to 5pm GMT, [] 2019

- 19.1. On **31 October 2019**, Ascential will make available online to all Representatives the full list of all Companies credited to eurobest 2019 (the "Preliminary Published Data").
- 19.2. During this Stage 2 only, Representatives may submit to Ascential any comments, corrections, or challenges to the Preliminary Published Data. Such submissions will not be considered by Ascential unless they are accompanied by appropriate evidence (whether through invoices, terms and conditions, contracts, or website branding).

20. Stage 3: [] 2019 to 5pm GMT, 21 November 2019

- 20.1. Following conclusion of Stage 2 above, Ascential will re-publish the Preliminary Published Data to include the results of an comments, corrections, or challenges to the Preliminary Published Data (the "Published Data").
- 20.2. By 5pm GMT on 21 November 2019** (the "Final Deadline"), each Representative must submit a signed Declaration Form to Ascential. The failure by a Representative (or Representatives, as the case may be) to submit a signed Declaration Form by the Final Deadline will result in the automatic exclusion from the calculation of the Special Awards of the relevant Holding Company, Network, Independent Network, Media Network or Healthcare Network.
- 20.3. Ascential may, in exceptional circumstances (and in Ascential's absolute discretion), stipulate an extension to the Final Deadline for a given Representative if strictly necessary to uphold the Guiding Principles. For the avoidance of doubt, Ascential will not consider the disadvantage of the Representative's represented entity in itself as an exceptional circumstance.
21. Subject to clause 19.4 of this Part B of these Rules, after the Final Deadline, all information regarding Companies will be considered 'locked in' and no further information or requests for amendments to Company data will be considered for the purposes of calculations for Special Awards.
22. If a Company is not listed in the Published Data, and Ascential does not receive a request before the Final Deadline to include that Company in the Published Data, Ascential shall have no obligation to include that Company in calculation of the Special Awards.

DISQUALIFICATION AND DISCRETION

23. Companies must cooperate with Ascential and Representatives must provide Ascential with:
- 23.1. accurate information;
- 23.2. sufficient evidence to enable Ascential to determine whether a Company is Affiliated with or Owned by a Network, Independent Network, Holding Company, Media Network and/or Healthcare Network (examples of appropriate information may include contracts, ownership documents or change of branding on websites); and
- 23.3. a signed Declaration Form in each case, by the Final Deadline.

24. Ascential shall have absolute discretion in determining:
 - 24.1. a Company's eligibility for a Special Award;
 - 24.2. whether a Company falls within a Network, Holding Company, Independent Network, Media Network and/or Healthcare Network;
 - 24.3. whether a Company has submitted false, deliberately misleading or fraudulent information; and
 - 24.4. whether any correction is necessary to ensure the accuracy and integrity of the Special Awards or Ascential's role in the same.
25. Further to clause 23.4 above, we reserve the right to amend Entrant company details, at our absolute discretion, where in our reasonable opinion the Entrant company details are incorrect, due to an administrative error on the part of the Entrant.
26. Ascential will not be responsible for omissions or wrongful inclusions caused by it being provided with inaccurate or insufficient information.
27. Ascential shall have the right to disqualify at any time any Company which has submitted false, deliberately misleading or fraudulent information.

CONFIDENTIALITY

28. Ascential will not divulge to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any information received during the Validation Process or otherwise which is identified by the Representative, at the time of provision, as confidential.
29. For the avoidance of doubt, if information is provided to Ascential without being identified as confidential, Ascential shall not treat that information as confidential.

PART C – SPECIAL AWARDS RULES

NETWORK OF THE YEAR AWARD

1. Overview and Criteria: The Network of the Year Special Award is given to the Network Parent Company of the Network or Independent Network whose members are the most successful overall for Entries in the Awards (in accordance with the below allocation of points).

1.1. If a Network or Independent Network owns by a Health Network or affiliated with a Health Network through its Legal/Trading Name, the Network or Independent Network will include the Health Network points in their total. For example, any points accumulated by Ogilvy CommonHealth will be added to the Ogilvy & Mather Network points total.

1.2. Members of a Network or Independent Network for the Network of the Year Award shall be those Companies which satisfy either:

- 1.2.1. the Network Ownership Test; or
- 1.2.2. the Network Affiliation Test.

2. Points: Members of a Network or Independent Network will be allocated the following number of points for each of the following Awards:

- 35 points for a Creative Effectiveness Grand Prix
- 30 points for all other Grand Prix, including Grand Prix for Good
- 15 points for an Innovation Award
- 15 points for a Creative Effectiveness Award
- 15 points for an eCommerce Award
- 15 Points for a Creative Strategy Award
- 15 points for a Gold Award
- 7 points for a Silver Award
- 3 points for a Bronze Award
- 1 point for a shortlist position

Companies credited with an Idea Creation Role on all shortlisted or winning Awards are eligible to accrue points towards the Network of the Year Special Award. Points accrued by Companies credited are only assigned to a Network or Independent Network if the company satisfies the Network Ownership Test or the Network Affiliation Test.

3. Calculation: The winner of the Network of the Year Special Award will be the Network or Independent Network whose members obtain the most points for shortlisted and awarded Entries in aggregate in accordance with the above allocation of points.

3.1. The total is calculated by adding:

- 3.1.1. the total points from Awards won by members of a Network or Independent Network; and
- 3.1.2. the total points from the remaining shortlisted Entries of members of a Network or Independent Network, save that a Network or Independent Network member's points will only count towards the Network's overall total if the Company in question was a Network or Independent Network member on the date that its award-winning or shortlisted Entry or Campaign was initially launched, released, published or aired.

3.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.

4. Shared Points: If a shortlisted or winning Entry has been credited to more than one Company in the Idea Creation Role, the points awarded to the Entry will be divided equally among the Companies credited.

4.1. If a shortlisted or winning Entry has been credited in the Idea Creation Role to more than one Company:

- 4.1.1. from the same Network or Independent Network, the full points awarded to the Entry will go to that Network or Independent Network;
- 4.1.2. from different Networks or Independent Networks, the points awarded to the Entry will be shared equally between both Networks or Independent Networks (for example, if Agency A belonging to Network A wins a Gold Award co-credited with Agency B, which belongs to Network B, then the points will be shared equally between both Networks); and

- 4.1.3. if one Company is not affiliated to a Network or Independent Network, then only half of the points awarded to the Entry (or the relevant equal proportion associated with the Company that is from a Network or Independent Network) will count for the purposes of the Network of the Year Award and will be awarded to the relevant Network or Independent Network (for example, if Agency A belonging to Network A wins a Gold Award and is co-credited with Independent Agency B, then only half of the total points will count for the purposes of the Network of the Year Award and will be given to Network A).
- 4.2. In the event of a Mixed Ownership Company winning or being shortlisted for an Award, the points which accrue by reason of that Award or shortlist position will be split equally between all constituent entities which own at least 20% or more of the Mixed Ownership Company (for example, if a Mixed Ownership Company is owned in equal proportions by three Companies, each of those three Companies will receive one-third of the points which accrue).
5. **Campaign Points:** If a Campaign of Executions wins an Award, Entries will also be awarded Campaign Points.
 - 5.1. In the case of a tie between Networks/Independent Networks, the Campaign Points from a winning Campaign are valued higher than regular shortlist points.
 - 5.2. Where different Companies have been credited to separate Executions of an awarded Campaign of Executions, the points will be divided pro rata. For example, if Agency A is credited with only 1 Execution of a 4-part Campaign of Executions that wins a Silver Campaign Award, then Agency A will receive 2.5 points (7 points for the Silver Award + 3 Campaign Points = 10 points divided by 4).
6. **Total Tied Points:** In the case of a tie between Networks/Independent Networks in the number of points won by their respective Companies, the winner will be determined in accordance with the following formula:
 - 6.1. the Network or Independent Network with the highest overall number of Awards is the winner. If there is still a tie between Networks/Independent Networks, then;
 - 6.2. the Network or Independent Network with the highest number of highest ranking Awards is the winner. If there is still a tie between Networks/Independent Networks, then;
 - 6.3. the Network or Independent Network with the most shortlist and Campaign Points is the winner.
 - 6.4. The formula is applied in the following practical examples. In both examples, Network A beats Network B based on the number and rank of Awards won:

MEDIA NETWORK OF THE YEAR AWARD

1. **Overview and Criteria:** The Media Network of the Year Award is given to the Network Parent Company of the Media Network whose members are the most successful overall for Entries in the Awards for Entries in Media Awards (in accordance with the below allocation of points).
 - 1.1. Members of a Media Network for the purposes of the Media Network of the Year Award shall be those Companies which satisfy either:
 - 1.1.1. the Media Network Ownership Test; or
 - 1.1.2. the Media Network Affiliation Test.
 - 1.2. All Entries in Media Awards with a credited Media Agency in the Media Placement Role are eligible to accrue points, regardless of the Entrant Company.
 - 1.3. Any company submitting an Entry to Media Awards where the services of an external media Agency were used MUST credit that Media Agency in the Entry submission.
 - 1.4. Notwithstanding this, Ascential shall have absolute discretion in determining a Media Network's eligibility for this Special Award.

2. **Points:** The allocation of points used to calculate the Media Network of the Year Special Award is as follows:

30 points for a Grand Prix
 15 points for a Gold Award
 7 points for a Silver Award
 3 points for a Bronze Award
 1 point for a shortlist position

Media Agencies credited with a Media Placement Role on all shortlisted or winning Media Awards are eligible to accrue points towards the Media Network of the Year Award. Points accrued by Companies credited are only assigned to a Media Network if the company satisfies the Media Network Ownership Test or the Media Network Affiliation Test.

3. **Calculation:** The winner of the Media Network of the Year Award will be the Media Network whose members accrue the most points for shortlisted and awarded Entries in Media Awards, in accordance with the above allocation of points.

3.1. The total points accrued by each Media Network is calculated by adding:

- 3.1.1. the total points from Media Awards awarded to members of a Media Network; and
- 3.1.2. the total points from the remaining shortlisted Entries of members of a Media Network, save that a Media Network member's points will only count towards the Media Network's overall total if the Company in question was a Network member on the date that its award-winning or shortlisted Entry was initially launched, released, published or aired.

3.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.

4. **Shared Points:** If a shortlisted or winning Entry has been credited to more than one Company in the Media Placement Role, the points awarded to the Entry will be divided equally among the Agencies and Companies.

4.1. If a shortlisted or winning Entry has been credited in the Media Placement Role to more than one Company:

- 4.1.1. from the same Media Network, the full points awarded to the Entry will go to that Media Network;
- 4.1.2. from different Media Networks, the points awarded to the Entry will be shared equally between both Media Networks (for example, if Media Agency A belonging to Media Network A wins a Gold Award credited with Media Agency B, which belongs to Media Network B, then the points will be shared equally between both Networks); and
- 4.1.3. if one Company is not affiliated to a Media Network, then only half of the points awarded to the Entry (or the relevant equal proportion associated with the Company that is from a Media Network) will count for the purposes of the Media Network of the Year Award and will be awarded to the relevant Network (for example, if Media Agency A belonging to Media Network A wins a Gold Award and is co-credited with Independent Media Agency B, then only half of the total points will count for the purposes of the Media Network of the Year Award and will be given to Media Network A).

4.2. In the event of a Mixed Ownership Company winning or being shortlisted for an Award, the points which accrue by reason of that Award or shortlist position will be split equally between all constituent entities which own at least 20% or more of the Mixed Ownership Company (for example, if a Mixed Ownership Company is owned in equal proportions by three Companies, each of those three Companies will receive one-third of the points which accrue).

5. **Total Tied points:** In the case of a tie between Media Networks in the number of points won by their respective members, the winner will be determined in accordance with the following formula:

5.1. the Media Network with the highest overall number of Awards is the winner. If there is still a tie between Networks, then;

5.2. the Media Network with the highest number of highest ranking Awards is the winner. If there is still a tie between Networks, then;

5.3. the Media Network with the most shortlist points is the winner.

5.4. The formula is applied in the following practical examples. In both examples, Network A beats Network B based on the number and rank of Awards won:

AGENCY OF THE YEAR AWARD

1. **Overview and Criteria:** The Asia-Pacific Agency of the Year Award is given to the Agency that obtains the most points overall for Entries in the Awards, according to the below allocation of points.

2. **Points:** The allocation of points used to calculate the Asia-Pacific Agency of the Year Award is as follows:

- 35 points for a Creative Effectiveness Grand Prix
- 30 points for all other Grand Prix, including Grand Prix for Good
- 15 points for an Innovation Award
- 15 points for a Creative Effectiveness Award
- 15 points for an eCommerce Award
- 15 Points for a Creative Strategy Award
- 15 points for a Gold Award
- 7 points for a Silver Award
- 3 points for a Bronze Award
- 1 point for a shortlist position

Companies credited in an Idea Creation Role on all shortlisted or winning Awards are eligible to accrue points towards the Asia-Pacific Agency of the Year Award. The exact method for points calculation is outlined in the calculation section below.

3. **Calculation:** The winner of the Asia-Pacific Agency of the Year Award will be the Agency from the Asia-Pacific that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.

3.1. The total is calculated by adding:

- 3.1.1. the total points from Awards that have been awarded to Agencies; and
- 3.1.2. the total points from the remaining shortlisted Entries of Agencies.

3.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.

3.3. The maximum number of points awarded to an Agency for shortlisted Entries is 10. This does not include Campaign Points, as these are linked to Campaigns of Execution that win an Award.

4. **Multiple Entries:** If the same Campaign or Execution is entered more than once within one Award and is shortlisted and/or wins more than one Award, only the points for the highest Awards or the highest points scoring Campaign of Executions are counted.

4.1. For example, if a Campaign wins an Award and the same Campaign also wins another Award within that Award, only the highest scoring Award counts. This rule is applied only within each Award; that is, if a Campaign wins a Silver Award and a Gold Award in Direct Award, only the Gold points are counted. However, if the same Campaign wins a Silver Award in Direct Awards and a Gold Award in PR Awards, both the Silver and Gold points are counted.

4.2. In the Healthcare Award, If the same Campaign or Execution is entered more than once within one Medium and is shortlisted and/or wins more than one Award, only the points for the highest Award or the highest points scoring Campaign of Executions are counted.

4.3. For the avoidance of doubt the Medium groupings within Healthcare Award are classed as:

- Brand Experience & Activation and Direct
- Branded Content & Entertainment
- Digital Craft
- Digital
- Film Craft
- Film
- Integrated
- Mobile
- Print & Publishing, Outdoor and Industry Craft
- PR
- Product Innovation
- Radio & Audio
- Use of Technology

5. **Shared Points:** If a shortlisted or winning Entry has been credited to more than Company with an Idea Creation Role, the points awarded to the Entry will be divided equally among the Companies credited.
6. **Campaign Points:** If a **Campaign** of Executions wins an Award, Entries will also be awarded Campaign Points.
 - 6.1. In the case of a tie between Agencies, the Campaign Points from the winning Campaign are valued higher than regular shortlist points.
 - 6.2. Where different Companies have been credited to separate Executions of an awarded Campaign of Executions, the points will be divided pro rata. For example, if Agency A is credited with only 1 Execution of a 4-part Campaign of Executions that wins a Silver Campaign Award, then Agency A will receive 2.5 points (7 points for the Silver Award + 3 Campaign Points = 10 points divided by 4).
7. **Total Tied Points:** In the case of a tie between the total number of points won by Agencies, the winner will be determined in accordance with the following formula:
 - 7.1. the Agency with the highest overall number of Awards, excluding the shortlist points and Campaign Points, is the winner. If there is still a tie between Agencies, then;
 - 7.2. the Agency with the highest number of highest ranking Awards is the winner. If there is still a tie between Agencies, then;
 - 7.3. the Agency with the most points, taking into consideration all duplicated Entries is the winner. If there is still a tie between Agencies, then;
 - 7.4. the Agency with the highest overall number of Awards, including the shortlist points and Campaign Points, is the winner. If there is still a tie between Agencies, then;
 - 7.5. the Agency with the most shortlist points and Campaign Points, disregarding the cap of 10, is the winner.
 - 7.6. The formula is applied in the following practical examples. In both examples, Agency A beats Agency B based on the number and rank of Awards won:

INDEPENDENT AGENCY OF THE YEAR AWARD

1. **Overview and Criteria:** The Independent Agency of the Year Award is given to the Independent Agency that obtains the most points overall for Entries in the Awards, according to the below allocation of points.
2. **Points:** The allocation of points used to calculate the Independent Agency of the Year Award is as follows:

35 points for a Creative Effectiveness Grand Prix
 30 points for all other Grand Prix, including Grand Prix for Good
 15 points for an Innovation Award
 15 points for a Creative Effectiveness Award
 15 points for an eCommerce Award
 15 Points for a Creative Strategy Award
 15 points for a Gold Award
 7 points for a Silver Award
 3 points for a Bronze Award
 1 point for a shortlist position

Companies credited with an Idea Creation Role on all shortlisted or winning Awards are eligible to accrue points towards the Independent Agency of the Year Award. Only independent agencies as outlined in the Rules for Special Awards are eligible to accrue points towards the Independent Agency of the Year Award.

- 3. Calculation:** The winner of the Independent Agency of the Year Award will be the Independent Agency that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.

3.1. The total is calculated by adding:

- 3.1.1. the total points from Awards that have been won by Independent Agencies; and
- 3.1.2. the total points from the remaining shortlisted Entries of Independent Agencies.

3.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.

- 4. Shared Points:** If a shortlisted or winning Entry has been credited to more than one Company in the Idea Creation Role the points awarded to the Entry will be divided equally among the Companies eligible. For the avoidance of doubt Independent PR Agencies and Independent Media Agencies are eligible to receive points for Independent Agency of the Year Award.

If a shortlisted or winning Entry has been credited to more than one Company and one is not an Independent Agency, then only half of the points awarded to the Entry (or the relevant equal proportion associated with the Independent Agency) will count for the purposes of the Independent Agency of the Year Award and will be awarded to the relevant Independent Agency (for example, if Independent Agency A wins a Gold Award and is co-credited with non-independent Company B, then only half of the total points will count for the purposes of the Independent Agency of the Year Award and will be given to Independent Agency A).

- 5. Campaign Points:** If a Campaign of Executions wins an Award, Entries will also be awarded Campaign Points.

5.1. In the case of a tie between Independent Agencies, the Campaign Points from the winning Campaign are valued higher than regular shortlist points.

5.2. Where different Companies have been credited to separate Executions of an awarded Campaign of Executions, the points will be divided pro rata. For example, if Agency A is credited with only 1 Execution of a 4-part Campaign of Executions that wins a Silver Campaign Award, then Agency A will receive 2.5 points (7 points for the Silver Award + 3 Campaign Points = 10 points divided by 4).

- 6. Total Tied Points:** In the case of a tie between the total number of points won by Independent Agencies, the winner will be determined in accordance with the following formula:

6.1. the Independent Agency with the highest overall number of Awards, excluding the shortlist points and Campaign Points, is the winner. If there is still a tie between Independent Agencies, then;

6.2. the Independent Agency with the highest number of highest ranking Awards is the winner. If there is still a tie between Independent Agencies, then;

6.3. the Independent Agency with the most Entry points, taking into consideration all duplicated Entries is the winner. If there is still a tie between Independent Agencies, then;

6.4. the Independent Agency with the most shortlist and Campaign Points is the winner;

6.5. the Independent Agency with the highest overall number of Awards, including the shortlist points and Campaign Points, is the winner. If there is still a tie between Independent Agencies, then;

6.6. the Independent Agency with the most shortlist points and Campaign Points, disregarding the cap of 10, is the winner.

6.7. The formula is applied in the following practical examples. In both examples, Independent Agency A beats Independent Agency B based on the number and rank of Awards won:

EUROBEST GOLDEN PALM AWARD

1. **Overview and Criteria:** The eurobest Golden Palm honours the Production Company that obtains the most points overall for Entries in the Digital Craft, Entertainment (Section A), Film, Film Craft, Mobile and Digital Award as well as Branded Content, Digital, Digital Craft, Film, Film Craft & Mobile Mediums in Healthcare Award in the Awards according to the below allocation of points.

If a Production Company has more than one office in a country, points from those offices will be aggregated. Points will be aggregated where: (a) the offices share a Legal/Trading Name (e.g. 'Production Company A, New York' and 'Production Company A, Chicago'); or (b) the offices share the same owner and are different branches of the same company.

2. **Points:** The allocation of points used to calculate the eurobest Golden Palm Award is as follows:

30 points for a Grand Prix, including Grand Prix for Good
 15 points for a Gold Award
 7 points for a Silver Award
 3 points for a Bronze Award
 1 point for a shortlist position

Production Companies credited in Digital Craft, Entertainment (Section A), Film, Film Craft, Mobile and Social & Influencer Award will automatically contribute to the eurobest Golden Palm Award. Productions Companies credited in the Branded Content, Digital, Digital Craft, Film, Film Craft & Mobile Mediums within Healthcare Award will also automatically contribute to the eurobest Golden Palm Award.

3. **Calculation:** The winner of the eurobest Golden Palm Award will be the Production Company that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.

3.1. The total is calculated by adding:

- 3.1.1. the total points from Awards that have been won by Production Companies; and
- 3.1.2. the total points from the remaining shortlisted Entries of Production Companies.

3.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.

3.3. The maximum number of points awarded to a Production Company for shortlisted Entries is 10. This does not include Campaign

Points, as these are linked to Campaigns of Execution that win an Award.

4. **Multiple Entries:** If the same Campaign or Execution is entered more than once within one Award and is shortlisted and/or wins more than one Award, only the points for the highest Award or the highest points scoring Campaign of Executions Award are counted.

4.1. For example, if a Campaign wins an Award and the same Campaign also wins within that Award, only the highest scoring Award counts. This rule is applied only within each Award; that is, if a Campaign wins a Silver Award and a Gold Award in Film Award, only the Gold points are counted. However, if the same Campaign wins a Silver Award in Film Award and a Gold Award in Social & Influencer Award, both the Silver and Gold points are counted.

4.2. In Healthcare Award, if the same Campaign or Execution is entered more than once within one Medium and is shortlisted and/or wins more than one Award, only the points for the highest Award or the highest points scoring Campaign of Executions are counted.

4.3. For the avoidance of doubt the Medium groupings for the purpose of the eurobest Golden Palm Awards Calculations within Healthcare Award are classed as:

- Branded Content & Entertainment
- Digital Craft
- Digital
- Film Craft
- Film
- Mobile

5. **Shared Points:** If a shortlisted or winning Entry has been credited to more than one Production Company the points awarded to the Entry will be divided equally among the Companies credited.
6. **Campaign Points:** If a Campaign of Executions wins an Award, Entries will also be awarded Campaign Points.
 - 6.1. Shortlist points awarded to Campaign Entries that win an Award will be converted into Campaign Points and will still be counted towards the eurobest Golden Palm Award total.
 - 6.2. In the case of a tie between Productions Companies, the Campaign Points from the winning Campaign are valued higher than regular shortlist points.
 - 6.3. Where different Production Companies have been credited to separate Executions of an awarded Campaign of Executions, the points will be divided pro rata. For example, if Production Company A is credited with only 1 Execution of a 4-part Campaign of Executions that wins a Silver Campaign Award, then Production Company A will receive 2.5 points (7 points for the Silver Award + 3 Campaign Points = 10 points divided by 4).
7. **Total Tied Points:** In the case of a tie between the total number of points won by Production Companies, the winner will be determined in accordance with the following formula:
 - 7.1. the Production Company with the highest overall number of Awards, excluding the shortlist points and Campaign points, is the winner. If there is still a tie between Production Companies, then;
 - 7.2. the Production Company with the highest number of highest ranking Awards is the winner. If there is still a tie between Production Companies, then;
 - 7.3. the Production Company with the most Entry points, taking into consideration all duplicated Entries is the winner. If there is still a tie between Production Companies, then;
 - 7.4. the Production Company with the highest overall number of Awards, including the shortlist and Campaign Points is the winner. If there is still a tie between Production Companies, then;
 - 7.5. the Production Company with the most shortlist and Campaign Points, disregarding the cap of 10, is the winner.
 - 7.6. The formula is applied in the following practical examples. In both examples, Production Company A beats Production Company B based on the number and rank of Awards won:

COUNTRY AGENCY OF THE YEAR AWARD

1. **Overview and Criteria:** The Country Agency of the Year Award is given to the Agency from an individual country that obtains the most points overall for Entries in the Awards, according to the below allocation of points
2. For a country to qualify for Country Agency of the Year there must be a minimum of five different Entrant Companies from that country.
3. For an Agency to qualify to be awarded or placed in Country Agency of the Year, they must obtain a minimum of 15 points as calculated in section 3 below.
4. **Points:** The allocation of points used to calculate the Asia-Pacific Agency of the Year Award is as follows:

35 points for a Creative Effectiveness Grand Prix
 30 points for all other Grand Prix, including Grand Prix for Good
 15 points for an Innovation Award
 15 points for a Creative Effectiveness Award
 15 points for an eCommerce Award
 15 Points for a Creative Strategy Award
 15 points for a Gold Award
 7 points for a Silver Award
 3 points for a Bronze Award
 1 point for a shortlist position

Companies credited in an Idea Creation Role on all shortlisted or winning Awards are eligible to accrue points towards the Country Agency of the Year Award. The exact method for points calculation is outlined in the calculation section below.

5. **Calculation:** The winner of the Country Agency of the Year Award will be the Agency from that Country that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.
 - 5.1. The total is calculated by adding:
 - 5.1.1. the total points from Awards that have been awarded to Agencies; and
 - 5.1.2. the total points from the remaining shortlisted Entries of Agencies.
 - 5.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.
 - 5.3. The maximum number of points awarded to an Agency for shortlisted Entries is 10. This does not include Campaign Points, as these are linked to Campaigns of Execution that win an Award.
6. **Multiple Entries:** If the same Campaign or Execution is entered more than once within one Award and is shortlisted and/or wins more than one Award, only the points for the highest Award or the highest points scoring Campaign of Executions are counted.
 - 6.1. For example, if a Campaign wins an Award and the same Campaign also wins another Award within that Award, only the highest scoring Award counts. This rule is applied only within each Award; that is, if a Campaign wins a Silver Award and a Gold Award in Direct Award, only the Gold points are counted. However, if the same Campaign wins a Silver Award in Direct Award and a Gold Award in PR Award, both the Silver and Gold points are counted.
 - 6.2. In Healthcare Award, If the same Campaign or Execution is entered more than once within one Medium and is shortlisted and/or wins more than one Award, only the points for the highest Award or the highest points scoring Campaign of Executions are counted.
 - 6.3. For the avoidance of doubt the Medium groupings within Healthcare Award are classed as:
 - Brand Experience & Activation and Direct
 - Branded Content & Entertainment
 - Digital Craft
 - Digital
 - Film Craft
 - Film
 - Integrated
 - Mobile
 - Print & Publishing, Outdoor and Print & Outdoor Craft
 - PR
 - Product Innovation
 - Radio & Audio
 - Use of Technology
7. **Shared Points:** If a shortlisted or winning Entry has been credited to more than Company with an Idea Creation Role, the points awarded to the Entry will be divided equally among the Companies credited.
8. **Campaign Points:** If a **Campaign** of Executions wins an Award, Entries will also be awarded Campaign Points.
 - 8.1. In the case of a tie between Agencies, the Campaign Points from the winning Campaign are valued higher than regular shortlist points.
 - 8.2. Where different Companies have been credited to separate Executions of an awarded Campaign of Executions, the points will be divided pro rata. For example, if Agency A is credited with only 1 Execution of a 4-part Campaign of Executions that wins a Silver Campaign Award, then Agency A will receive 2.5 points (7 points for the Silver Award + 3 Campaign Points = 10 points divided by 4).

9. **Total Tied Points:** In the case of a tie between the total number of points won by Agencies, the winner will be determined in accordance with the following formula:
- 9.1. the Agency with the highest overall number of Awards, excluding the shortlist points and Campaign Points, is the winner. If there is still a tie between Agencies, then;
 - 9.2. the Agency with the highest number of highest ranking Awards is the winner. If there is still a tie between Agencies, then;
 - 9.3. the Agency with the most points, taking into consideration all duplicated Entries is the winner. If there is still a tie between Agencies, then;
 - 9.4. the Agency with the highest overall number of Awards, including the shortlist points and Campaign Points, is the winner. If there is still a tie between Agencies, then;
 - 9.5. the Agency with the most shortlist points and Campaign Points, disregarding the cap of 10, is the winner.
 - 9.6. The formula is applied in the following practical examples. In both examples, Agency A beats Agency B based on the number and rank of Awards won:

PART D – GRAND PRIX FOR GOOD RULES

We recognise that it is difficult to judge work created for charities, not-for-profits or NGOs against for-profit work.

1. The eurobest Grand Prix for Good is a specialist Award. Work cannot be entered directly but becomes eligible if it is awarded a Gold Award in any Award.

GRAND PRIX FOR GOOD ELIGIBILITY

What is eligible for a Grand Prix?

An Entry that was produced for:

- a commercial Client/Brand, regardless of the message in the Entry;
- a company that sells products or services for commercial gain, regardless of the use of the product;
- the purposes of paid recruitment, even if it is for a charity, not-for-profit or NGO Client/Brand (e.g. recruitment for the charities, medical establishments etc.); or
- any company that sells items not-for-profit, where this results in a corporate image or PR benefit for a company that sells products or services for commercial gain.

What is eligible for a Grand Prix for Good?

An Entry that was produced for:

- one or more charities, not-for-profits or NGO Client/Brands only;
- any event put on by charity, not-for-profit or NGO Client/Brand where the profits are used for charitable aims only; or
- any public awareness message or health message commissioned by a charity, not-for-profit or NGO. The message must not be associated with a commercial Client/Brand.

Examples of Entries that may be eligible for a Grand Prix for Good include work created for the following: charities; charitable funds; charitable foundations; appeals; donations; NGOs; not-for-profit unions & associations; and not-for-profit facilities such as libraries and museums (Entrants must provide evidence that the library or museum is not-for-profit).

Government messages such as army recruitment, road safety, public health etc. are judged to be branded, not charity, work and are therefore ineligible for a Grand Prix for Good.

If the Client/Brand creates profits for individuals or shareholders, or creates a PR or corporate image benefit for a company that creates profits for individuals or shareholders, the Entry will be ineligible for a Grand Prix for Good.

If a piece of work wins a Creative Effectiveness Gold in 2019 it will only be eligible for a Grand Prix for Good if it was only awarded a Silver or Bronze Award or was shortlisted in 2018, 2017 or 2016.

An Entry that is eligible for a Grand Prix for Good is not eligible for any other Grand Prix.

INTERPRETATION

We have absolute discretion to decide if an Entry is eligible for a Grand Prix or a Grand Prix for Good. We retain the right to contact Client/Brands or other interested parties to get any information we need to make that decision. Our decision shall be final and binding.

GLOSSARY

In these Rules, unless otherwise stated, the following words shall have the following meanings:

“Additional Company”	means a single office of any Company credited within an Entry as having held a non-Significant Role in relation to that Entry, which does not attract any points towards any Special Awards;
“Additional Company Role”	means any Company who contributed a non-Significant Role in relation to that Entry;
“Additional Requirements”	means any additional Eligibility Requirements set out on our website https://www.eurobest.com/ (e.g. in an entry kit)
“Affiliated”	means a Company that satisfies the applicable Affiliation Test, in relation to the relevant Special Award for which it is eligible;
“Affiliation Test”	means one of: the Healthcare Network Affiliation Test; the Media Network Affiliation Test; or the Network Affiliation Test (together being the “Affiliation Tests”);
“Agency”	means a single office of an advertising, communications, PR, design or other agency that is a service-based business dedicated to creating advertising and other forms of promotional marketing and communications in any media for its Client/Brands;
“Ascential” (also “we”, “us”, “our”)	means Ascential Events (Europe) Limited, a company registered under company number 07814172, which has its registered address at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP, United Kingdom;
“Campaign”	means a coordinated series of linked, single or multi-channel Executions with a single idea or theme;
“Campaign of Executions”	means a series of two or more Executions of the same creative idea, advertising the same product/service, via the same medium;
“Campaign Points”	means those points which are awarded when a Campaign of Executions is awarded an Award. For the purpose of calculating Campaign Points, a Campaign of Executions as a whole will be considered as one Award. The Entry’s shortlist points will be converted into a combination of points attributable to winning the Award and Campaign Points corresponding to the number of Executions within the Campaign of Executions. For example, where a Campaign of Executions, featuring three Executions, wins a Gold Award, the Campaign of Executions will be awarded fifteen points for the Award, plus two Campaign Points for the remaining Executions;
“Category”	means a constituent category within a Section, e.g. A05. Automotive;
“Client/Brand”	means the organisation whose products or services are being communicated in the Entry;
“Company” (plural “Companies”)	means an Agency, Additional Company, Client/Brand or Production Company (whether incorporated or not, and in any corporate form);
“Declaration Form”	means the form submitted by each Representative confirming that they have been authorised to validate the ownership or affiliation of Companies on behalf of their Network and/or Holding Company and that the information submitted is correct and true;

“Display”	means a feature, display, exhibition or presentation of an Entry or Entries;
“Dispute”	has the meaning given to it in clause 49 of Part A of these Rules;
“Eligibility Requirements”	has the meaning given to it in clause 5 of Part A of these Rules;
“Eligibility Period”	means 1 July 2018 to 31 August 2019 inclusive;
“Entrants” (also “you”, “your”)	means the person, company or other legal entity that submits an Entry for consideration in eurobest. If an Entry is shortlisted for or wins an Award, the Entrant is the entity which receives any trophies or certificates awarded. However, the Entrant will not receive any points towards Special Awards unless they are also credited in one of the point-winning fields in the Entry form. The point-winning fields are as follows: Idea Creation, Media Placement, Production, and PR;
“Entry”	means the work submitted by an Entrant for consideration in eurobest (an Entry occurs when you submit an Entries Payment Form to us);
“Entry Fee”	means the amount paid by an Entrant to Ascential, at the time of entry into eurobest and submission of the Entries Payment Form;
“Entry Materials”	means all materials you provide to us, including your Entry;
“Entries Payment Form”	means the online entry form required for the submission process (Entries are only accepted once this online payment form has been completed);
“eurobest”	means the eurobest festival of creativity comprising the Awards and the Special Awards;
“Award”	means an award which is determined by jury, and awarded during eurobest, given to an Entrant as a result of an Entry winning within a Category. References to types of Awards (e.g. Gold Award, Silver Award) are references to the specific rankings of the Awards;
“eurobest Purposes”	has the meaning given to it in clause 20 of Part A of these Rules;
“eurobest Award”	means a grouping of Sections, which are as follows: (a) Brand Experience & Activation, (b) Creative Ecommerce, (c) Creative Effectiveness, (d) Design, (e) Digital (f) Digital Craft, (g) Direct, (h) Entertainment, (i) Film, (j) Film Craft, (k) Glass: The Award for Change, (l) Healthcare, (m) Innovation, (n) Integrated (o) Media, (p) Mobile, (q) Music, (r) Outdoor, (w) PR, (t) Print & Publishing, (u) Print & Outdoor Craft, (v) Radio & Audio,

<p>“European”</p>	<p>means the region that includes the following countries:</p> <table border="0"> <tr> <td>Albania</td> <td>Germany</td> <td>Montenegro</td> </tr> <tr> <td>Andorra</td> <td>Gibraltar</td> <td>Netherlands</td> </tr> <tr> <td>Armenia</td> <td>Greece</td> <td>Norway</td> </tr> <tr> <td>Austria</td> <td>Hungary</td> <td>Poland</td> </tr> <tr> <td>Azerbaijan</td> <td>Iceland</td> <td>Portugal</td> </tr> <tr> <td>Belarus</td> <td>Ireland</td> <td>Romania</td> </tr> <tr> <td>Belgium</td> <td>Israel</td> <td>Russia</td> </tr> <tr> <td>Bosnia & Herzegovina</td> <td>Italy</td> <td>San Marino</td> </tr> <tr> <td>Bulgaria</td> <td>Kazakhstan</td> <td>Serbia</td> </tr> <tr> <td>Croatia</td> <td>Kosovo</td> <td>Slovak Republic</td> </tr> <tr> <td>Cyprus</td> <td>Latvia</td> <td>Slovenia</td> </tr> <tr> <td>Czech Republic</td> <td>Liechtenstein</td> <td>Spain</td> </tr> <tr> <td>Denmark</td> <td>Lithuania</td> <td>Sweden</td> </tr> <tr> <td>Estonia</td> <td>Luxembourg</td> <td>Switzerland</td> </tr> <tr> <td>Finland</td> <td>Macedonia</td> <td>Turkey</td> </tr> <tr> <td>France</td> <td>Malta</td> <td>Ukraine</td> </tr> <tr> <td>Georgia</td> <td>Moldova</td> <td>United Kingdom</td> </tr> <tr> <td></td> <td>Monaco</td> <td>Vatican City</td> </tr> </table>	Albania	Germany	Montenegro	Andorra	Gibraltar	Netherlands	Armenia	Greece	Norway	Austria	Hungary	Poland	Azerbaijan	Iceland	Portugal	Belarus	Ireland	Romania	Belgium	Israel	Russia	Bosnia & Herzegovina	Italy	San Marino	Bulgaria	Kazakhstan	Serbia	Croatia	Kosovo	Slovak Republic	Cyprus	Latvia	Slovenia	Czech Republic	Liechtenstein	Spain	Denmark	Lithuania	Sweden	Estonia	Luxembourg	Switzerland	Finland	Macedonia	Turkey	France	Malta	Ukraine	Georgia	Moldova	United Kingdom		Monaco	Vatican City
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<p>“Execution”</p>	<p>means a specific advertisement or instance of branded communication, e.g. a particular Coca-Cola TV spot, poster or branded event;</p>																																																						
<p>“Final Deadline”</p>	<p>means the deadline for each Representative to submit a signed Declaration Form and for: (a) providing information regarding ownership and/or affiliation of Agencies and Companies (in accordance with the relevant Affiliation Test or Ownership Test) for the purposes of calculations for Special Awards, which information must be verified by way of the Declaration Form; and (b) requesting any amendments to the credits in the Published Data. The Final Deadline for eurobest 2019 shall be 5pm GMT on 20 September 2019, and references to expiry of the Final Deadline shall mean any point in time after 5pm GMT on 20 September 2019;</p>																																																						
<p>“Guiding Principles”</p>	<p>means the guiding principles set out in Part A of these Rules which indicate the spirit in which Ascential will interpret and apply all the Rules;</p>																																																						
<p>“Grand Prix for Good Rules”</p>	<p>means the rules for Grand Prix for Good Awards which are set out in Part D of these Rules;</p>																																																						
<p>“Healthcare Agency”</p>	<p>means an Agency where more than 50% of the Agency turnover is attributable to health and wellness, pharma or RX Client/Brands, products, services or messages and/or those products, services or messages associated with these sectors;</p>																																																						
<p>“Healthcare Network”</p>	<p>means one of the Healthcare Networks included in the list of Healthcare Networks set out in clause 13 of Part B of these Rules (as amended from time to time);</p>																																																						
<p>“Healthcare Network Affiliation Test”</p>	<p>means a test that will be satisfied by Companies if they: (a) include the Healthcare Network’s name in their Legal/Trading Name; or (b) are owned by an entity that shares the same Legal/Trading Name as the Healthcare Network;</p>																																																						
<p>“Healthcare Network Ownership Test”</p>	<p>means a test that will be satisfied by Companies if they are 51% or more owned by: (a) the Healthcare Network Parent Company; or (b) a Subsidiary Company of the Healthcare Network Parent Company which is itself 51% or more owned by the Health Network Parent Company;</p>																																																						

“Healthcare Network Parent Company”	means the parent company of the Healthcare Network;
“Holding Company”	means one of the Holding Companies included in the list of Holding Companies set out in clause 11 of Part B of these Rules (as amended from time to time);
“Holding Company Ownership Test”	means a test that will be satisfied by Companies if they are 20% or more owned by: (a) the Holding Company; or (b) a Subsidiary Company of the Holding Company which is itself 20% or more owned by the Holding Company;
“Idea Creation Role”	means any Company that was Significantly involved in the creation of the idea at the core of an Entry;
“Independent Agency”	means an Agency that is: (a) majority (51% or more) owned by its management or independent shareholders; and (b) not associated with any Holding Company or Network (excluding Independent Networks). For the avoidance of doubt, Agencies that are not part of a Network but which are owned more than 20% by a Holding Company are not considered to be an Independent Agency. The number of offices an Agency has and the number of countries in which an Agency is located is irrelevant as to whether an Agency is an Independent Agency;
“Independent Network”	means one of the Independent Networks included in the list of Independent Networks set out in clause 12 of Part B of these Rules (as amended from time to time);
“Legal/Trading Name”	means either: (a) the legal name of the Company (e.g. as registered with the relevant authority); or (b) the trading name of the Company, where the Company is able to demonstrate to our satisfaction use of this name in the ordinary course of business (e.g. by reference to invoices, contracts, terms and conditions, or the Company’s website);
“Media Agency”	means an Agency that advises brand owners and advertising agencies on a brand’s position, messaging and creative communications;
“Media Network”	means one of the media networks included in the list of media networks set out in clause 14 of Part B of these Rules (as amended from time to time);
“Media Network Affiliation Test”	means a test that will be satisfied by Companies if they: (a) include the Media Network’s name in their Legal/Trading Name; or (b) are owned by an entity that shares the same Legal/Trading Name as the Media Network;
“Media Network Ownership Test”	means a test that will be satisfied by Companies if they are 51% or more owned by: (a) the Network Parent Company; or (b) a Subsidiary Company of the Network Parent Company which is 51% or more owned by the Network Parent Company;
“Media Placement Role”	means a Media Agency that worked Significantly or solely on the media strategy of the work being submitted or any other type of Company who worked Significantly on the media strategy;
“Medium”	means a single channel or branded messaging platform;
“Mixed Ownership Companies”	means any entity which is owned by two or more Companies;

“Mixed Ownership Test”	means a test that will be satisfied by each Company providing evidence of a minimum of 20% or more ownership in the Mixed Ownership Company that has been entered for an Award. Companies with less than 20% will not be treated as an owner unless they can evidence control over management, key decisions or hold voting rights;
“Network”	means one of the networks included in the list of networks set out in clause 12 of Part B of these Rules (as amended from time to time);
“Network Affiliation Test”	means a test that will be satisfied by Companies if they: (a) include the Network’s name in their Legal/Trading Name; or (b) are owned by an entity that shares the same Legal/Trading Name as the Network;
“Network Ownership Test”	means a test that will be satisfied by Companies if they are 51% or more owned by: (a) the Network Parent Company; or (b) a Subsidiary Company of the Network Parent Company which is itself 51% or more owned by the Network Parent Company;
“Network Parent Company”	means the ultimate, and common, parent company of a Network or Independent Network;
“Notice of Dispute”	has the meaning given to it in clause 47.1 of Part A of these Rules;
“Owned”	means a Company that satisfies the applicable Ownership Test, in relation to the relevant Special Award for which it is eligible;
“Ownership Test”	is the collective term used to describe one of: (a) the Healthcare Network Ownership Test; (b) the Media Network Ownership Test; (c) the Network Ownership Test; or (d) the Mixed Ownership Test (together being the “Ownership Tests”);
“Position Field”	means the job title specified in the “Position Field” section of an Entry for creative credits;
“Production Company”	means a single office of a Production Company which is responsible for the creation, realisation and/or filming of content;
“Production Role”	means a Production Company that had a Significant role in the production of the Entry being submitted. This can be any type of Company who worked Significantly on the production. This does not refer to Companies who solely produced the ‘case film’ for the Entry;
“PR Role”	means the Company which worked Significantly on the public relations (“PR”) Campaign for the Entry being submitted. This can be any type of Company which worked on the PR Campaign;
“Published Data”	means the information in respect of the 2019 Entries which Ascential makes available online to Representatives, as set out in clause 24.1 of Part B of these Rules, including all Companies credited in Entries to eurobest 2019;
“Representative”	has the meaning given in clause 20.1 of Part B of these Rules;
“Restriction”	has the meaning set out in clause 19 of Part A of these Rules;

“Rules”	means: (a) Part A of these Rules (General Terms and Conditions that apply to all eurobest Awards); (b) Part B of these Rules (Additional Terms and Conditions that apply to Special Awards only); and (c) Part C of these Rules (Special Awards Rules); and (d) Part D of these Rules (Grand Prix for Good Rules); as applicable and as amended from time to time;
“Scam Entry”	has the meaning given in clause 9 of Part A of these Rules;
“Section”	means a constituent Section of the Awards;
“Special Award”	means an award that is won by the calculation of points rather than being awarded by a jury. Points accrue upon Entries winning or being shortlisted for eurobest Awards (as further specified in these Rules); and
“Special Awards Rules”	means the award-specific rules applying to each Special Award which can be found in Part C of these Rules.
“Significant” or “Significantly”	when used in reference to a Company’s Role in relation to an Entry, shall mean the Company or Companies which contributed to the particular Role. At least one Company must be credited with the Role if there is any Company which meets at least one of the following criteria: (a) The Company contributed 20% or more of the key team members involved in carrying out the Role; (b) The Company contributed 20% or more of the total hours expended for that Role in relation to the particular Entry; (c) The Company received 20% or more of the billings/fees for that Role in relation to the particular Entry; (d) The Company was named on the contract with the advertiser and was clearly visible to the advertiser as having performed the relevant Role in relation to the particular Entry; and
“Validation Process”	means the validation process set out in clauses 20 to 26 inclusive of Part B of these Rules.