



## Spikes Asia Press Terms and Conditions

### INTRODUCTION

1. Ascential and its affiliates are committed to providing an environment where members of the press can work efficiently and comfortably to provide commentary of Spikes Asia from 13 - 14 March 2024 (the "**Event**").
2. These press terms and conditions ("**Press Terms and Conditions**") govern the use of press passes issued by Ascential to accredited members of the press in relation to the Event ("**Press Pass**"), and access to Ascential Material (defined below at Clause 15) in such capacity.
3. Each Press Pass is made available by Ascential Events (Europe) Limited, a company incorporated in England and Wales with registration number 07814172 and whose registered office is at 33 Kingsway, London, WC2B 6UF, United Kingdom ("**Ascential**", "**Spikes Asia**", "**us**", "**we**").
4. Press Passes are only granted to members of the press actively covering legitimate media, such as professional journalists, photographers and film crews from APAC (Asia Pacific) media, solely for the purpose of enabling journalistic reporting and editorial coverage of the Event ("**Permitted Purpose**"). Press Passes are subject to approval by the Ascential Press Team in their sole discretion.
5. In becoming an accredited member of the press at the Event (a Press Pass holder), you agree to comply with the Press Terms and Conditions set out herein, the Press Code of Conduct found [here](#), and the Press Kit provided to you by Ascential.
6. Press Pass holders attending the Event are also delegates, and the Delegate Terms and Conditions (found [here](#)) shall also apply to the extent that such terms do not conflict with the Press Terms and Conditions contained herein. In the event of conflict or inconsistency between these Press Terms and Conditions and the Delegate Terms and Conditions, the Press Terms and Conditions shall prevail to the extent of the inconsistency.
7. Ascential expects all delegates and members of the press attending the Event or interacting with our brand, to behave in a decent, fair, responsible and reasonable way towards our colleagues, company property, customers, suppliers and affiliates. Ascential reserves the right to deny access to the Event, confiscate or cancel a Press Pass where it considers there

has been any inappropriate behaviour, or a breach of these Press Terms and Conditions, the Press Code of Conduct or the Delegate Terms and Conditions.

## GENERAL PROVISIONS APPLYING TO A PRESS PASS

8. Your Press Pass is complementary and is valid for the named accredited member of press only and must not be misused or transferred. Press Passes will be checked regularly in and around the venue, and on every entry to the Press Centre.
9. The Press Centre is provided by the Spikes Asia Press Team as a dedicated facility at the Event, accessible only by those with a Press Pass.
10. A Press Pass may only be used by the named holder. Any Press Pass used by somebody other than the named holder will be confiscated, and access to the Event may be denied.
11. Defacing and/or creating copies of a Press Pass is a breach of these Press Terms and Conditions and will be treated as fraud.
12. We encourage applying for a Press Pass early. The deadline for registering for a Press Pass is **11.59pm SGT 8 March 2024**. We are unable to issue additional Press Passes at the Event.
13. Press Pass holders are given access to certain Ascential content which may include Ascential Material (as defined in Clause 15 below) and Award Shows throughout the Event week, such access is given only for the Permitted Purpose and strictly in accordance with the Press Terms and Conditions.

## ACCESS TO THE PRESS PORTAL AND USE OF ASCENTIAL MATERIAL

14. Only accredited members of the press (Press Pass holders) are given access to the press portal found here [press.canneslions.com](https://press.canneslions.com) ("**Press Portal**")
15. The Press Portal is password protected and contains key information (as updated by Ascential from time to time) about the Event for accredited members of the press. Such information includes embargoed Awards Information including shortlists and winners lists, case studies, Event photos and footage, press kits, press releases, Event logos, a selection of press photos, statistics, images of the winning work, films, case study videos, and other Event content, presentations, documentation and materials otherwise made available as part of the Event (including but not limited to any audio or audio-visual recording of the Event such as b-roll and Awards show footage) (together "**Ascential Material**"). All rights in Ascential Material are owned by us or included with the permission of the rights owner.
16. Your access to and use of any Ascential Material is strictly subject to these Press Terms and Conditions.
17. **Limited Licence:** Ascential makes the Ascential Material available (through the Press Portal or otherwise) to access and download by accredited press on a non-exclusive, non-transferable, limited basis for the Permitted Purpose only. Any use outside the scope of this licence is strictly prohibited and requires our prior written permission.
18. Any Ascential Material accessed or downloaded from the Press Portal (or otherwise provided by Ascential) is limited to a reasonable amount required in order to independently report on the Event for the Permitted Purpose and may only be used as support material

and without substantial alteration or amendment. The foregoing is not intended to impact upon your ability to use the Ascential Material for bona fide, independent news reporting of the Event.

19. You must not:
  - a. upload any Ascential Material into any shared system, or include any Ascential Material in a database or in a website or on any intranet, for any purpose other than the Permitted Purpose, without our prior written consent;
  - b. remove any Ascential watermarks or logo displayed on Ascential Material (such as in the Awards videos);
  - c. Use Ascential Material in any way that might infringe third party rights;
  - d. unless expressly permitted in these Press Terms and Conditions, make any use of any Ascential logo without the prior written consent of Ascential;
  - e. Use Ascential Material to promote your own personal commercial activities without our prior written permission or licence.
20. **Ambient Photographs:** A number of high resolution JPEG digital photographs of the event will be available for your editorial use. Photos will be uploaded in a timely manner and available for download from the [Press Portal](#). Any images used must be bylined with "Spikes Asia 2024"
21. During the Event and for a limited period following the Event (usually up to one month post Event or such other timeframe as directed by Ascential), you will receive complimentary access to The Work, Ascential' intelligence platform where all Cannes Lions winning and shortlisted work, including the original entry papers, are made available. Your access to The Work is governed by The Work terms and conditions found here <https://www.lovethe.com/en-GB/terms-and-conditions>.

## FILMING AT THE EVENT

22. Filming, photography and recording at the Event by accredited members of the press is permissible only for the Permitted Purpose and strictly in accordance with the following conditions.
  - a. You must check with the Ascential Press Team about any restrictions on filming certain Event content. Changes to seminars and sessions can be made at short notice and photographers may be restricted from entering.
  - b. Filming of the Awards Show or content sessions is strictly prohibited.
  - c. You must cooperate with Event officials and Ascential staff. Some seminars and sessions may not permit access to official / accredited photographers. In these circumstances, photographers must follow the instructions of Ascential staff and leave auditoriums if asked.
  - d. You are responsible for obtaining all permits, consents, permissions and licences necessary for your filming/recording at the Event from individuals or other brands that may be featured (e.g. you must obtain the relevant owner or rights holder's permission where, filming or taking photographs of any content or materials of any description is produced by any third parties).

- e. You must not release images, videos, names or any other personal information about participants without their approval.
- f. You are responsible for obtaining all permits, consents, permissions and licences necessary for your filming/recording at the Event from any applicable government or local authority and complying with any conditions that may be imposed by such authority,
- g. You must comply with all laws and government regulations applicable to your recording/filming at the Event.
- h. You must respect the delegates' experience. Photographers who attend seminars and sessions must respect the speakers on stage at all times.

## ACCESS TO EMBARGOED INFORMATION

- 23. Ascential provides you (Press Pass holders) with privileged, confidential and commercially sensitive information (the “**Information**”) about the Spikes Asia Awards (the “**Awards**”) under strict embargo and in return you must respect all restrictions placed on the Information.
- 24. You agree that the Information shall not be disclosed, published or shared in any way – verbally or in writing through any channel, including digital and social media – before the stated embargo expiry time (see below) or as otherwise notified by us.
- 25. In addition, you agree that you will not publicly disclose any information obtained from any other source which would undermine the embargo.
- 26. In the event of any breach of the embargo we may, at our sole discretion, take any steps necessary to protect the Information including, without limitation: (i) issuing a formal warning; (ii) immediate withdrawal of access to further Information for the remainder of the Event, and future Events owned and operated by Ascential or its affiliates, or its parent company Ascential plc; and/or (iii) revocation of your press accreditation and cancellation of your Press Pass.
- 27. **Embargo expiry times:** The winner(s) of each Award may only be disclosed, published or broadcast (in any physical, digital or other medium including blogs, twitter, newsletter, website, radio, print, TV, etc.) once they have been announced on stage at the relevant Awards Show and not before. The full list of winners will be under embargo until the end of the Awards Show (approx 11pm SGT).
- 28. You acknowledge that individual Award winners will be released on the Spikes Asia official social media channels throughout the evening.

## CONDUCT

- 29. We require all accredited press to behave respectfully towards fellow delegates, Event and Venue staff.
- 30. Accredited press must:
  - a. comply at all times with the [Press Code of Conduct](#), the [delegate Code of Conduct](#) any entry requirements specified by us from time to time;

- b. comply with all reasonable instructions given by Event staff, including without limitation in relation to health and safety;
- c. not do anything that would or is likely to endanger other delegates, Event staff or the general public;
- d. not do anything that would, or is likely to, cause damage, disturbance, disruption or inconvenience at, or in relation to the physical location and surrounding area of, the Event; and
- e. comply with all local laws, rules and regulations.

## OTHER PROHIBITED CONDUCT

- 31. In support of the sustainability principles of the Event we do not permit Press Pass holders to distribute physical materials (including but not limited to the distribution of leaflets, brochures, flyers, magazines or newspapers) at the Event featuring any Ascential Material without the prior written permission of Ascential.
- 32. Any use of Ascential Material to promote your own personal commercial activities (including without limitation posting any Ascential Material on social media platforms or channels such as Youtube), or for purposes other than the Permitted Purpose, without our prior written permission, is strictly prohibited,

## LIMITATION OF LIABILITY

- 33. Ascential and its affiliates will not be liable for any indirect, consequential or economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of Ascential or its employees, contractors or agents or otherwise).
- 34. Ascential and its affiliates' aggregate liability to you in respect of all losses, liabilities or damage suffered by you arising out of or in connection with these Press Terms and Conditions or your attendance as accredited press at the Event, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed £500.
- 35. Nothing contained in these Press Terms and Conditions or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by Ascential or its affiliates' negligence or liability for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or restricted by law.
- 36. You will ensure that we, our staff and our affiliates will not suffer or incur any loss, costs, claims or expenses of any kind arising from or in connection with any act or omission by you (including anyone acting on your behalf) during or otherwise in relation to the Event.

## GENERAL

- 37. These Press Terms and Conditions shall be governed by, and construed in accordance with the laws of England or Wales, and the courts of England or Wales shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the

Press Terms and Conditions. As a member of the Press attending the Event, you and we are subject to the local laws and regulations of Singapore.

38. The Press Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.
39. You accept that communication with us may be electronic. We may contact you by e-mail. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.
40. Save as set out expressly in these Press Terms and Conditions you are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Press Terms and Conditions. We may assign, sub-licence or otherwise transfer to any affiliate the benefit of our rights associated with your Press Pass if we give you reasonable prior written notice. We may sub-contract our performance of any obligation associated with Press Pass to any of our affiliates without notice. This will not affect our performance obligations, nor liability to you in relation to the Press Pass issued.
41. Ascential may update these Press Terms and Conditions at any time without prior notice. We will post any changes on the website. It is the user's responsibility to ensure they review these Press Terms and Conditions regularly to familiarise themselves with any changes. Continued use of a Press Pass shall constitute acceptance of the new terms and conditions.
42. If there is a dispute between you and us concerning these Press Terms and Conditions, the parties will use all reasonable endeavours to act reasonably and settle the matter as appropriate. Nothing in this Clause 42 shall prevent either party from seeking interim or injunctive relief.
43. If any provision of the Press Terms and Conditions is found to be invalid the invalidity of that provision shall not affect the validity of the remaining provisions of it, which shall remain valid and enforceable.
44. No person who is not a party to the Press Terms and Conditions, shall have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Press Terms and Conditions shall not be subject to the consent of any third party.
45. No failure or delay by Ascential to exercise any right or remedy provided under the Press Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
46. Nothing in the Press Terms and Conditions restricts the user's statutory rights as a consumer (where applicable).