12th September 2023

To: …………………

[ESSENCEMEDIACOM ACCOUNT TEAMS – PLEASE ADD THE **COMPANY NAME** OF THE CLIENT E.G. COCA COLA UK LIMITED. THIS IS THE COMPANY NAME THAT APPEARS ON OUR USUAL INVOICES TO THE CLIENT AND SHOULD NOT JUST BE THE BRAND NAME “COKE”.]

**Re: The Breakthrough Idea Contest**

Two major media owners are running competitive opportunities for our account teams to win additional media value for the benefit of your company and our other clients depending on the winning team.

This is a great opportunity as it will enhance our account teams a greater knowledge of the products, technology and content opportunities that are available across our vendor network, there will be a high level of engagement across the teams with planners, strategists and creatives working collaboratively to produce a winning submission.

The total amount of media value available to be won is equivalent to **up to the equivalent of 1 million United States dollars per media owner**. The actual amount of media value available to win from the total amount depends on your market.

The 2 contests will open on 12th September 2023 and close on 27th October 2023.

**Your account team has indicated they wish to participate on your behalf, and we would like to ensure you are happy for us to do so.**

By agreeing that your account team can participate in this opportunity, you accept that:

* The account team will share information relating to your media and marketing strategy with the relevant media owners (under obligations of confidentiality as always).
* If your account team wins, your account team will be able to book and use the media value in your campaigns under the conditions in Schedule 1. There is of course no obligation to use the media value, but if it is not used within the qualifying period it will be forfeited and no alternatives will be made available.  In the event you elect not to use the value then the partner may make the value available to the second place idea.
* If your account team wins and for any reason our working relationship ends before the expiry of the qualifying period, the media value is non transferrable and any amount remaining would be forfeited.
* If your account team wins, we and the media owner may use the submission for promotional purposes e.g. as a case study or in awards. Your approval will always be sought prior to publication.
* Any fees and additional costs that are required for us to activate the additional media value will be confirmed with you and agreed in writing with us (e.g. on the media plan) prior to the media value being booked. The media value is exclusive of VAT and any similar sales tax, as are any other services we may provide.  If applicable such taxes will be payable by you.  If, for any reason we do not charge VAT or similar taxes and it later becomes evident that such taxes should have been charged, or if any such taxes are non-deductible, you agree to indemnify us from and against the amount of such taxes, and any related loss or damage, including without limitation interest or penalties levied by the relevant tax or government authorities, in relation to or connection with the same.  Equally, in the event that any such taxes are deemed to be chargeable on your actions or obligations in relation to the contest, we will require receipt of a valid tax invoice before making payment.
* In no circumstances will we retain the media value for our own benefit – there will always be a winning client.

If your account team does not win, then the media value will *not* be allocated to your account or campaigns. Of course, you can still use your submission by booking a “paid for” media campaign with the media owner in the usual way.

The media owners will be judging the submissions and have specific requirements and terms for participation and use of the media value once awarded.

Those terms are set out in Schedule 1 to this letter.

**Please ensure you read and are familiar with Schedule 1 before authorising your account team to participate.**

If you have any comments or would like to see or contribute to your account team’s submission, then please let us know. We would love to work together with you on this exciting opportunity.

Signed by

[ESSENCEMEDIACOM TEAMS, PLEASE DELETE AS APPROPRIATE}

In the UK, please use; EssenceMediacom Holdings Limited or Essence Global Limited t/a EssenceMediacom X

In the US, please use; EssenceMediacom Worldwide LLC

In Canada, please use; EssenceMediacom Canada

In Italy, please use; EssenceMediacom Italia srl

In Spain, please use; EssenceMediacom Iberia S.A.

In Germany, please use; EssenceMediacom Agentur für Mediaberatung GmbH.

In France, please use; EssenceMediacom Paris

NEXT STEPS?

Please email a scanned signed copy of this letter to your account team contact so they can participate\*. You may request that your account team only enters certain of the contests if you prefer. If you require an electronic version of this form, to sign via Adobe Sign, please contact thebreakthroughidea@essencemediacom.com.

|  |  |
| --- | --- |
| **Media Owner**  | **Consent to PARTICIPATE  - Yes or No**  |
| Amazon Advertising  |   |
| Reddit   |   |

\*If you do not reply, we will assume that you do **not** wish your account team to participate in this opportunity.

………………………………..

Name:

Position:

Signed with authority for and on behalf of [add client entity name]

**SCHEDULE 1**

**GENERAL CONDITIONS FOR ALL 3 CONTESTS**

* All contests open on 12th September 2023 and close on 27th October 2023
* Value, if won, can only be booked by the winning account team for the winning client entity that signed the letter. The client will need to approve a media plan if their account team wins.
* Value may not be used in conjunction with any other discount or incentives available from the media owner.
* Value is based on a “use it or lose it” principle. If the client does not ask the agency to book a campaign to fully run within the relevant qualifying period, the value is lost and maybe awarded to the second place entrant.
* Value will be booked in accordance with the vendor’s standard booking terms and media owner’s target rates, market rates or rates for comparable campaigns in 2023 as applicable.
* Where the local market currency is not US dollars, value will be converted to local currency equivalent.
* Value cannot be converted or redeemed for credit, bonus added value, cash or cash equivalent.
* Value is non-transferrable.
* Value, once booked, will be lost if client decides to cancel campaign.
* No other costs are covered. Client is responsible for all other costs e.g. taxes, data, measurement, tech, talent, ad serving, ad verification, research, dynamic creative optimisation costs, production, management fees.

For any value won in France, value will be booked directly in the name of advertiser client, to comply with local laws.

**SPECIFIC CONDITIONS FROM MEDIA OWNERS**

**Reddit**

* Accepts submissions from account teams (acting on behalf of their advertiser clients) based in US, UK, Canada (excluding Quebec), France, Germany, Italy and Spain only.
* For the avoidance of doubt, where a local market declines to enter the global team may enter on behalf of client in that market and Media Investment would be for use in that market only.

Qualifying period is: 1st of Jan 2024 – 30th of June 2024.

Within 21 days of the Closing Date, Publisher will notify Agency in writing of the winning Submissions (the “Notification Date”). Publisher will make the Media Investment available to the account team working for the advertiser client whose Submission won. Split of value across markets:

* US $350k
* UK: $150k
* Canada, Germany, France, Italy, Spain: $100k per country

Additional Terms & Conditions

* All Media Investment will immediately and automatically expire with or without notice at the end of the Qualifying Period.
* All Media Investment is subject to Reddit’s Advertising Policy.
* All campaigns utilizing Media Investment shall be governed by mutually agreed Insertion Orders.
* The Media Investment may only be used in Reddit’s ads auction during the Qualifying Period.

**Amazon Advertising**

* Accepts submissions from account teams (acting on behalf of their advertiser clients) based in US, UK, Canada (excluding Quebec), France, Germany, Italy and Spain only.
* For the avoidance of doubt, where a local market declines to enter the global team may enter on behalf of client in that market and Media Investment would be for use in that market only.
* Qualifying period is: 1 January 2024 to 31st December 2024,
* Twitch Media
* limited to max $10K per month per locale
* limited to EU5, US, and CA only, and to be split equally between these seven markets
* EU5 Amazon O&O inventory
* For existing clients, the AV can only be used with paid media campaigns
* For new clients, we will endeavour to use it with paid media campaigns
* Paid media minimum is LC 30K UK/DE and LC 20K for FR/IT/ES
* AV only available to be used on DSP O&O (and not during Prime Day, Prime Early Access Sale (PEAS), Black Friday Cyber Monday (BFCM) or Nov-Dec)
* $200K in US Amazon STV inventory
* Split of value across markets:

|  |  |  |  |
| --- | --- | --- | --- |
| **Geo** | **Value Component** | **AV** | **Total AV by Geo** |
| US | Twitch Media | $50,000 | $250,000 |
| US | Amazon STV | $200,000 |
| CA | Twitch Media | $50,000 | $50,000 |
| UK | Twitch Media | $50,000 | $140,000 |
| UK | Amazon O&O | $90,000 |
| DE | Twitch Media | $50,000 | $140,000 |
| DE | Amazon O&O | $90,000 |
| IT | Twitch Media | $50,000 | $140,000 |
| IT | Amazon O&O | $90,000 |
| ES | Twitch Media | $50,000 | $140,000 |
| ES | Amazon O&O | $90,000 |
| FR | Twitch Media | $50,000 | $140,000 |
| FR | Amazon O&O | $90,000 |
| **Total** | **$1,000,000** | **$1,000,000** |

END -