

# **Cannes Lions Press Terms and Conditions**

#### INTRODUCTION

- 1. LIONS is committed to providing an environment where members of the press can work efficiently and comfortably to provide commentary of the Cannes Lions International Festival of Creativity from 17 21 June 2024 (the "Festival").
- 2. These press terms and conditions ("Press Terms and Conditions") govern the use of press passes issued by LIONS to accredited members of the press in relation to the Festival ("Press Pass"), and access to LIONS 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 ("LIONS", "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 the worldwide media, solely for the purpose of enabling journalistic reporting and editorial coverage of the <a href="Festival">Festival</a> ("Permitted Purpose"). Press Passes are subject to approval by the LIONS Press Team in their sole discretion.
- 5. In becoming an accredited member of the press at the Festival (a Press Pass holder), you agree to comply with the Press Terms and Conditions set out herein, the Press Code of Conduct found <a href="https://example.com/here">here</a>, and the Press Kit provided to you by LIONS.
- 6. Press Pass holders attending the Festival are also Festival delegates, and the Delegate Terms and Conditions (found here <a href="https://www.canneslions.com/terms-and-conditions">https://www.canneslions.com/terms-and-conditions</a>) 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. LIONS expects all delegates and members of press attending the Festival or interacting with our brand, to behave in a decent, fair, responsible and reasonable way towards our colleagues, company property, customers and suppliers. LIONS reserves the right to deny access to the Festival, 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 Festival venue, and on every entry to the Press Centre.
- 9. The Press Centre is provided by the Cannes Lions Press Team as a dedicated facility at the Festival, 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 Festival 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 BST, 10 June 2024. We are unable to issue additional Press Passes at the Festival.
- 13. Press Pass holders are given access to certain LIONS content which may include LIONS Material (as defined in Clause 15 below) and Award Shows throughout the Festival 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 LIONS MATERIAL

- 14. Only accredited members of the press (Press Pass holders) are given access to the press portal found here <u>press.canneslions.com</u> ("Press Portal")
- 15. The Press Portal is password protected and contains key information (as updated by LIONS from time to time) about the Festival for accredited members of the press. Such information includes embargoed Awards Information including shortlists and winners lists, case studies, Festival photos and footage, press kits, press releases, Festival logos, a selection of daily press photos, statistics, images of the winning work, films, case study videos, and other Festival content, presentations, documentation and materials otherwise made available as part of the Festival (including but not limited to any audio or audio-visual recording of the Festival such as b-roll and Awards show footage) (together "LIONS Material"). All rights in LIONS Material are owned by us or included with the permission of the rights owner.
- 16. Your access to and use of any LIONS Material is strictly subject to these Press Terms and Conditions.
- 17. **Limited Licence**: LIONS makes the LIONS 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 LIONS Material accessed or downloaded from the Press Portal (or otherwise provided by LIONS) is limited to a reasonable amount required in order to independently report on



the Festival 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 LIONS Material for bona fide, independent news reporting of the Festival.

#### 19. You must not:

- a. upload any LIONS Material into any shared system, or include any LIONS 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 LIONS watermarks or logo displayed on LIONS Material (such as in the Awards videos):
- c. use LIONS 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 LIONS logo without the prior written consent of LIONS;
- e. use LIONS 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 Festival's daily events will be available for your editorial use. Photos will be updated regularly throughout the day and available for download from the <a href="Press Portal">Press Portal</a>. Any images used must be bylined with 'Cannes Lions International Festival of Creativity 2024, Getty Images'.
- 21. During the Festival and for a limited period following the Festival (usually up to one month post Festival, or such other timeframe as directed by LIONS), you will receive complimentary access to The Work, LIONS 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.lovethework.com/en-GB/terms-and-conditions.

# FILMING AT THE FESTIVAL

- 22. Filming, photography and recording at the Festival 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 LIONS Press Team about any restrictions on filming certain Festival content. Changes to seminars and sessions can be made at short notice and photographers may be restricted from entering.
  - b. Filming of the Awards Shows or content sessions is strictly prohibited.
  - c. You must cooperate with Festival officials and LIONS staff. Some seminars and sessions may not permit access to official / accredited photographers. In these circumstances, photographers must follow the instructions of LIONS 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 Festival 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 Festival from any applicable government or local authority such as the the City of Cannes or the Port of Cannes, and complying with any conditions that may be imposed by such authority,
- g. You must comply with all laws and government regulations, including those enacted by the City of Cannes or the Port of Cannes applicable to your recording/filming at the Festival. This includes (without limitation) submitting any required Filming Authorization/Request with the City of Cannes currently available here.
- h. You must respect the delegates' Festival experience. Photographers who attend seminars and sessions must respect the speakers on stage at all times.

#### ACCESS TO EMBARGOED INFORMATION

- 23. LIONS provides you (Press Pass holders) with privileged, confidential and commercially sensitive information (the "Information") about the Cannes Lions 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 Festival, and future Festivals owned and operated by LIONS 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 from a particular Awards Show will be under embargo until the end of the relevant Awards Show (approx 21:30 CEST Central European Summer Time).
- 28. You acknowledge that individual Award winners will be released on the Cannes Lions official social media channels throughout the evening.



#### CONDUCT

- 29. We require all accredited press to behave respectfully towards fellow delegates, Festival and Venue staff.
- 30. Accredited press must:
  - a. comply at all times with the <u>Press Code of Conduct</u>, the <u>delegate Code of Conduct</u> any entry requirements specified by us from time to time;
  - b. comply with all reasonable instructions given by Festival staff, including without limitation in relation to health and safety;
  - c. not do anything that would or is likely to endanger other delegates, Festival 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 Festival; and
  - e. comply with all local laws, rules and regulations.

# OTHER PROHIBITED CONDUCT

- 31. In support of the sustainability principles of the Festival 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 Festival featuring any LIONS Material without the prior written permission of LIONS.
- 32. Any use of LIONS Material to promote your own personal commercial activities (including without limitation posting any LIONS 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,
- 33. Hosting hospitality events and activities during/around the Festival:
  - a. you shall not organise, fund or sponsor any conflicting or competing activities during or around the Festival unless your company/organisation is permitted to do so with our prior written approval;
  - b. you shall not engage in activities that are identical or similar to those conducted by us during or around the Festival, or that otherwise takes commercial advantage, or is parasitic of the Festival, its brand, trademark or goodwill;
  - c. you shall not offer live content during the Festival unless such content is available exclusively to Festival delegates and is with our prior written consent or licence;
  - d. you shall not entice Festival delegates, sponsors or speakers away from the Festival with the intention of presenting your own competitive commercial activities which run contrary to the Festival or are to their detriment, or engage them to participate



- in or support your event or competitive commercial activity which undermines or damages the Festival;
- e. you shall not use the name, trademarks or logos of LIONS or the Festival to promote your event or competitive commercial activity without our prior written consent or licence; and
- f. you shall not engage in promotional or branding activities, including but not limited to the distribution of leaflets, brochures or flyers whether before, during or Festival unless agreed in writing with us.

#### LIMITATION OF LIABILITY

- 34. LIONS 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 LIONS or its employees, contractors or agents or otherwise).
- 35. LIONS' 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 Festival, howsoever arising and whether in contract, negligence or other tortious action or otherwise, will not exceed £500.
- 36. 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 LIONS' negligence or liability for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or restricted by law.
- 37. 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 Festival.

#### **GENERAL**

- 38. These Press Terms and Conditions shall be governed by, and construed in accordance with, the laws of England and Wales and the courts of England shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the Press Terms and Conditions.
- 39. The Press Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.
- 40. 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.



- 41. 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.
- 42. LIONS 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.
- 43. 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 43 shall prevent either party from seeking interim or injunctive relief.
- 44. 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.
- 45. 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.
- 46. No failure or delay by LIONS 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.
- 47. Nothing in the Press Terms and Conditions restricts the user's statutory rights as a consumer (where applicable).