

## Terms and Conditions

In these terms and conditions (“Terms and Conditions”) “Ascential”, “we”, “us” or “our” shall refer to Asian Advertising Festival (Spikes Asia) Pte Ltd, a company registered in Singapore with registration number 20090677 and registered office at 21 Media Circle #05-05, Infinite Studios, Singapore 138562. “Your” and “your” shall refer to speakers (“Speaker(s)”) at Spikes Asia (the “Festival”).

1. By agreeing to participate in and/or contribute to the Festival you hereby grant us an exclusive worldwide, in perpetuity, royalty-free, transferable licence to record, broadcast, publicise, publish or photograph your participation in/contribution to the Festival (your “Contribution”). You grant us all rights and consents necessary to enable us to make the fullest use of your Contribution by any and all means and in all media, without payment, liability or acknowledgement to you, for commercial purposes.
2. You agree that we may publish your name and any likeness, photograph and/or relevant details of your professional biography as provided by you (your “Publicity Materials”) in connection with your Contribution.
3. You acknowledge and agree that we shall be entitled to edit, copy, adapt or translate your Contribution and/or Publicity Materials at our discretion and you hereby irrevocably waive in favour of us, our assignees and licensees all moral rights and performers' rights arising under copyright, or any similar rights arising under the laws of any jurisdiction.
4. You consent to undertake reasonable marketing activities at the Festival, as required by us.
5. You acknowledge that the grants, licences, consents and waivers set out above are made in consideration of any publicity and the notoriety which may occur as a result of your participating and/or contributing to the Festival. We will provide you with free access to the Festival on the day of your appearance and the day before. You may be also entitled to purchase a speaker pass, at our discretion. Please note that we reserve the right to deny access to the Festival to your staff or other representatives.
6. You acknowledge and understand that the Festival does not undertake to broadcast, exhibit or otherwise exploit your Contribution in anyway.
7. Unless otherwise agreed between us, we will not pay your costs or expenses in relation to your Contribution or your attendance at the Festival.
8. Unless otherwise agreed between us, you are responsible for obtaining any third-party consents or clearances needed to allow your Contribution to be used for the purposes set out in these Terms and Conditions. You agree and acknowledge that where you intend to use music as part of your Contribution, you must get clearances for such music directly from the owner thereof. You will provide us with confirmation of these clearances on request.
9. Unless otherwise agreed between us, you agree that your Contribution will premiere at the Festival (e.g. you will not present the same or materially similar content at a non-authorized fringe event prior to your appearance at the Festival without our consent).
10. We ask that you behave respectfully towards your fellow Speakers, delegates and Festival staff. You must not do anything which: (a) may bring the Festival or Ascential into disrepute; or (b) be prejudicial to the image and/or reputation of the Festival or Ascential. You must: (i) comply with all reasonable instructions given by Festival staff, including without limitation in relation to health and safety; (ii) not do anything that would or is likely to endanger other Speakers, delegates, Festival staff or the general public; and (iii) comply with all local laws.
11. Your Contribution must not contain any material that is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate or that would constitute a contempt of court or expose us to any civil or criminal proceedings. Your Contribution must not contain anything

that may have the effect of being harassing, threatening, abusive or hateful or which degrades, discriminates against or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability or any other legally protected characteristic.

12. We shall have the right to determine, in our absolute discretion, whether these Terms and Conditions have been complied with. If we think that you may have breached them, we will invite you to explain, including explaining any mitigating facts or circumstances. If we find that you have breached them, we may take any action in relation to your participation or Contribution that we consider to be reasonable. This could include withdrawing your invitation to speak at the Festival or removing your Contribution and/or Publicity Materials from our platforms.
13. Please [click here](#) for our privacy policy. We will use any personal data that you give us to process your application, to contact you about participating in future festivals (e.g. calls for content), to send you speaker surveys post-Festival and to let you know about our products and services. All Speakers will have the option to opt out of marketing communications. Please note that we may use positive responses to speaker surveys in future marketing.
14. Subject to clause 15 below, we accept no liability whatsoever for any loss or damage suffered by you in connection with the Festival and will not be liable to you for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity.
15. Nothing contained in these Terms or Conditions shall be read or construed as excluding any liability for death or personal injury caused by our negligence or liability for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded or restricted by law.
16. You agree to indemnify us and our assigns and licensees against all claims, losses and/or damages suffered directly or indirectly by us as a result of the breach, non-performance or non-observance by you of any of your obligations, as set out in these Terms and Conditions.
17. These Terms and Conditions (together with any documents referred to herein) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions.
18. You acknowledge that in agreeing to participate in or contribute to the Festival you have not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person other than as expressly set out in these Terms and Conditions.
19. These Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.
20. These Terms and Conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of England and Wales and both parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute which arises hereunder.