

### TERMS AND CONDITIONS - AUSTRALIAN YOUNG LIONS COMPETITION 2026

Date: October 24 2025

These terms and conditions (**Terms**) are between Advertising Council Australia Ltd (ABN 84 140 893 152) (**ACA**) and you (**you or your**).

Ascential Events (Europe) Limited (**Cannes Lions**) is running a competition (**Young Lions Competition**) that will be held at the Cannes Lions International Festival of Creativity. To be considered to take part in the Young Lions Competition, you must first be selected by ACA as set out in these Terms.

These Terms are to be read together with the terms and conditions set out in the relevant entry form for each category (**Entry Form**). To the extent of any inconsistency, these Terms will prevail to the extent of that inconsistency.

You accept and agree to be bound by these Terms and the terms of the Entry Form by submitting an Entry.

## 1. Competition process

This competition is comprised of 3 stages:

- a) First Stage: You must submit an online registration form for your chosen category and pay the relevant non-refundable entry fee at the time of submitting the online registration form (Entry). ACA will provide you with a copy of the competition brief (Brief) at a later date specified on the Entry Form and on ACA's website. You must then submit the required competition deliverables (Deliverables) as described in the relevant Brief and in the terms of the Entry Form for the category in which you are entering. A panel of judges established by ACA (Panel) will judge the entries (without knowing who submitted the entries), and a shortlist of competitors will be selected by the Panel to go through to the second stage of the competition (Australian Finalists).
- b) **Second Stage**: Australian Finalists will present the Deliverables live to the Panel in Sydney.
- c) **Third Stage**: The Panel will select those of the Australian Finalists who are to compete in the Young Lions Competition as competitors (**Australian Winners**).



# 2. Applications

- a) Entries must be submitted to ACA by the specified method and within the specified timeframe as set out in the relevant Entry Form. Late or incomplete Entries may not be considered.
- b) You must provide accurate and true information in your Entry. ACA may request additional information from you to verify the information provided.

#### 3. Teams

a) Your team must consist of 2 people. Each team member must agree to these Terms and the Entry Form and must satisfy the Eligibility Criteria.

## 4. Eligibility and entry fee

- a) To be eligible for consideration, the Deliverables and the Entry must meet the eligibility criteria specified in the relevant Entry Form (**Eligibility Criteria**), and you must have paid the entry fee set out in the relevant Entry Form.
- b) Entry fees are not refundable once you have submitted an Entry. If you resign or are otherwise unable to participate in the Young Lions Competition, your company or team is responsible for nominating a replacement participant for you who meets the Eligibility Criteria, subject to ACA's approval and the replacement participant's acceptance of these Terms.
- c) ACA may disqualify any participant:
  - i) who does not, or whose Deliverables do not, meet the Eligibility Criteria;
  - ii) who provides false information in the Entry or Deliverables; or
  - iii) who breaches, or whose Deliverables breach, the obligations under these Terms relating to intellectual property.
- d) You may enter more than one category for the First Stage, but you will only be eligible to be selected for one category as an Australian Winner (at the discretion of the Panel).
- e) If AI is used in any generation of the Deliverables, entrants must disclose it and how it's used within the Deliverables.

## 6. Adjudication of Deliverables and selection

a) Deliverables will be adjudicated by the Panel. The judging criteria are set out in the Entry Form Terms and Brief.



- b) Individual aspects of the Deliverables may be automatically generated by computer or created by artificial intelligence (including but not limited to chatbots such as ChatGPT or similar software applications), however, if the majority or entire Deliverable is generated using such means, we reserve the right to disqualify the Entry from the Competition.
- c) Entrants will be notified if they are selected for participation in the Second Stage and/or the Third Stage of the competition. ACA is not required to otherwise contact entrants, or to provide further information or updates in respect of the competition.
- d) The names of Australian Finalists and Australian Winners may be publicised.
- e) The selected Australian Finalists and Australian Winners are at the sole discretion of ACA and the Panel.
- f) The judging criteria of the Young Lions Competition are at the sole discretion of Cannes Lions. ACA and the Panel have no input into the judging of the Third Stage.

## 7. Terms applicable to Australian Finalists

If you are selected as an Australian Finalist (i.e. to participate in the Second Stage) you:

- a) must be available and must attend the Second Stage in Sydney on Friday March
   27 2026 to present your Deliverables live to the Panel; and
- b) must confirm your acceptance and availability with ACA to attend the Second Stage within **1 business day** of being notified that you are an Australian Finalist;
- c) acknowledge that you will be responsible for all travel, accommodation and outof-pocket expenses incurred in connection with your participation in the Second Stage in Sydney; and
- d) must participate in ACA's marketing endeavours as reasonably required by ACA.

## 8. Terms applicable to Australian Winners

If you are selected as an Australian Winner (i.e. to participate in the Third Stage) you:

- a) must be available to attend and travel to the Young Lions Competition for the period of 21 June 2026 to 26 June 2026 inclusive;
- b) must confirm your acceptance and availability with ACA to attend the Third Stage within 1 business day of being notified that you are an Australian Winner;
- c) must be available to attend all briefings relevant to the Young Lions Competition and as reasonably required by ACA;



- d) must participate fully in the Young Lions Competition, including by endeavouring to be a winner in your category in the Young Lions Competition;
- e) must comply with all Young Lions Competition requirements as notified to you;
- f) must participate in ACA's marketing endeavours as reasonably required by ACA;
- g) must book all of your flights in good time and ensure that you arrive in time for the Young Lions Competition and ensure your attendance at and participation in the Young Lions Competition; and
- h) acknowledge that you may be required to enter into a further agreement with ACA and/or Cannes Lions which includes additional terms.

## 9. Travel to Cannes and accommodation for Third Stage

- a) Australian Winners' accommodation will be provided and paid for the nights of 21 June 2026 to 26 June 2026 inclusive, in Cannes, at accommodation of ACA's choosing. Accommodation details including location, check-in/check-out times, and amenities will be communicated prior to Australian Winners' departure.
- b) Australian Winners will be responsible for arranging and paying for their own visas and travel and transportation to and from the Young Lions Competition. Australian Winners will receive from ACA a contribution of AU\$3,000 per person towards air travel (which may be paid to your employer as ACA in its discretion determines) and a contribution of \$150 towards transfers between Nice and Cannes.
- c) You will otherwise be responsible for all travel, accommodation and out-of-pocket expenses while at the Young Lions Competition.
- d) Australian Winners must, at all times, be in possession of a valid passport.

## 10. Prize for Australian Winners

Subject to Australian Winners entering into a further agreement with Cannes Lions in respect of the Young Lions Competition, in addition to the accommodation and travel prizes set out above, Australian Winners will receive:

- a) a full-week pass to the Cannes Lions International Festival of Creativity
- b) digital on-demand access to post-Young Lions Competition talks;
- c) access to all Young Lions Competition talks and award shows;
- d) access to the closing party of the Young Lions Competition;
- e) access to select sponsored lounges and fringe Young Lions Competitions within the Young Lions Competition;



- f) access to the Young Lions Competition app; and
- g) access to "The Work" for the duration of the Festival

### 11. Warranties

- a) The information contained in the Eligibility Criteria is subject to change. ACA makes no representations or warranties regarding the accuracy or completeness of the information in the Eligibility Criteria.
- b) In submitting an Entry, you represent, warrant and agree that:
  - you will comply with all reasonable directions from ACA and Cannes Lions, including in relation to the use of third-party intellectual property included in the competition brief;
  - ii. you have all necessary rights, authorities and permissions to disclose to ACA all personal information disclosed by you in submitting an Entry and to permit and authorise ACA and Cannes Lions to collect and use that personal information in accordance with these Terms and the Entry Form Terms;
  - iii. all information provided by you is accurate, up to date and complete, and is not misleading or deceptive;
  - iv. you will comply with all applicable laws, both local and international, and you will not breach the conditions of any visa that you may hold in relation to the Young Lions Competition;
  - the Deliverables do not contain any material that is obscene, threatening, abusive, harassing, derogatory, discriminatory, defamatory, or otherwise inappropriate as reasonably determined by ACA;
  - vi. the Deliverables do not contain or facilitate spam, unsolicited communications, or material that:
    - a. could reasonably be interpreted as harassment or being offensive in nature (including innuendo or suggestive content); or
    - b. is in breach of any applicable law, or encourages or facilitates conduct that could be in breach of any law;
  - vii. the Deliverables will not contain any malware and will not contain any material that you are not entitled to use, disclose and licence as provided for under these Terms, and that the Deliverables comprise solely your own original work;



- viii. you have accurately declared and described any use of Artificial
  Intelligence in designing, creating, modifying, developing or delivering the
  Deliverables;
- ix. your disclosure of information and data including personal information and the Deliverables, and ACA's use and disclosure of that information, does not and will not infringe any third party's rights, including intellectual property rights;
- x. you will comply with all Young Lions Competition requirements as notified to you;
- xi. the Deliverables and your conduct will not bring ACA, Cannes Lions or its affiliates or any third party named in a brief into disrepute; and
- xii. to the extent permitted by law, you release and hold harmless ACA, Cannes Lions, its officers, employees and Related Entities as defined in the *Corporations Act 2001* (Cth) from and against all loss and damage suffered by you in relation to your participation in the Young Lions Competition which is caused or contributed to by you.

# 12. Intellectual property

- a) All intellectual property rights in the Deliverables vest in you, and all Deliverables must be your original work.
- b) Any images, music, lyrics, scripts, film, or other creative material used in the Deliverables must:
  - i) be created entirely by you; or
  - ii) not contain any third-party intellectual property rights (**Third Party Content**) without the prior written consent of the owner of the Third Party

    Content to your use of the Third Party Content for the purposes of the Young

    Lions Competition (including a licence which permits the licence granted to

    ACA in clause 12d) and a moral rights consent from all relevant creators of
    the Third Party Content which aligns with that set out in clause 12e)).

This requirement includes (but is not limited to) melodies, sound recordings, lyrics, dialogue, and visual or design elements.

c) You must ensure your Deliverables do not infringe the copyright or other intellectual property rights of any third party.



- d) You grant to ACA a non-exclusive, worldwide, perpetual, royalty-free, sublicensable, transferable right and license to use the Deliverables for marketing and promotional purposes and for such other purposes as ACA sees fit.
- e) ACA, its successors, assignees and licensees may do or omit to do anything to the Deliverables which may infringe your moral rights in the Deliverables, including editing, altering and reproducing the Deliverables in any manner or context, in perpetuity throughout the world.

### 13. Insurance

a) You must ensure that you have your own insurance in relation to any relevant aspect of the competition, including in relation to your travelling to and from and attendance at the Second Stage and Third Stage. You must provide proof of such insurance to ACA on request.

## 14. Privacy and Collection Notice

- a) ACA collects personal information as defined in the Privacy Act 1988 (Cth) (Personal Information) at the time that you submit an Entry and if you are chosen as an Australian Finalist or an Australian Winner, including an individual's first name, surname, photograph, date of birth, job title, passport number, passport date and country of issue, visa information, name of your employer, gender, email address, work experience, information contained on an individual's LinkedIn profile and sensitive information including details of a participant's professional associations or memberships.
- b) Personal Information is collected in order to allow ACA and Cannes Lions:
  - i. to contact you;
  - ii. to provide you with a pass to the Young Lions Competition and the Cannes Lions International Festival of Creativity if you are an Australian Winner;
  - iii. to publicise the ACA competition and the Young Lions Competition;
  - iv. for internal record keeping and administrative purposes; and
  - v. to comply with ACA's legal obligations.
- c) Failure by you to provide all Personal Information requested by ACA may result in ACA and Cannes Lions being unable to contact you, or in disqualifying you as an Australian Finalist or an Australian Winner if ACA is unable to contact you.
- d) Personal Information will be disclosed to:
  - i. Cannes Lions;



- ii. ACA's employees and third-party service providers, including IT service providers and professional advisors;
- iii. Courts, tribunals, regulatory authorities and law enforcement officers, as required or authorised by law, in connection with any actual or prospective legal proceedings, or in order to establish, exercise or defend ACA's legal rights; and
- iv. Any other third parties as required or permitted by law, such as where ACA receives a subpoena.
- e) Overseas disclosure of Personal Information will include disclosure to Cannes Lions, which is located in London in the United Kingdom. ACA will only disclose your Personal Information overseas if it reasonably believes that the recipient is subject to laws that are at least substantially similar to, and afford similar protection to the Personal Information, as the Australian privacy laws.
- f) ACA implements what it determines to be reasonable physical, technical and administrative security standards designed to protect Personal Information from loss, misuse, alteration, destruction or damage.
- g) ACA's <u>Privacy Policy</u> contains further information about how you may access and correct the Personal Information that is held about you, how to complain about a breach by ACA of Australia's privacy laws and how such a complaint is dealt with by ACA.

## 15. Exclusion of liability and indemnity

- a) To the extent permitted by law, ACA accepts no liability whatsoever for any loss, damage or costs incurred or suffered by an Australian Finalist or an Australian Winner in connection with the accommodation or travel of an Australian Finalist or an Australian Winner, including without limitation any loss, damage or costs to any property left in any accommodation.
- b) ACA is not liable for any loss, damage or expense suffered by you as a result of any inaccuracy or inadequacy in any information you provide to ACA.
- c) You indemnify and hold harmless ACA, its officers, employees and Related Entities as defined in the *Corporations Act 2001* (Cth) against any liability, loss, damage, cost, compensation or expense sustained or incurred by ACA arising in connection with a breach by you of your obligations under these Terms relating to privacy, intellectual property and confidentiality.
- d) ACA's aggregate liability for any loss or damage arising under these Terms is limited to the Entry Fee paid by you.



## 16. Jurisdiction and dispute resolution

a) These Terms, the Entry Form, competition participation and all aspects of the competition are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts in the jurisdiction named above in relation to any dispute arising from these Terms, the Entry Form or participation in the competition.

# 17. Confidentiality

a) All documentation and information disclosed during your participation in the competition by ACA to you and any related discussions, meetings, presentations and communications are "Confidential Information". You must treat all Confidential Information as confidential. You must not disclose any Confidential Information without the express written approval of ACA, save where you are obliged to disclose the Confidential Information under subpoena or pursuant to an Order of Court of relevant jurisdiction.

### 18. Amendments

ACA reserves the right to:

- a) to extend, vary, suspend terminate or abandon the competition; and
- b) to vary these Terms and the Entry Form,

subject to it providing notice to you.

## 19. Relationship of parties

Unless otherwise stated:

- a) nothing in these Terms or the Entry Form create a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.



#### 20. Severance

a) If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from these Terms or the Entry Form, as applicable, without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

## 21. Survival

- a) Each indemnity in these Terms is a continuing obligation, separate and independent from the other obligations in these Terms and survives the termination of these Terms.
- b) The clauses of these Terms that by their nature are intended to survive the expiration or termination of these Terms, will survive the expiration or termination of these Terms.