

CREATIVE TERMS AND CONDITIONS

LAST UPDATED: 1 December 2009

1 INTRODUCTION

1.1. Please read the following terms and conditions before using BriefingRoom's services.

1.2. These terms and conditions are applicable to all briefs that you post on this site and in respect of all services provided by BriefingRoom through this site. Should you not agree to these terms and conditions, your brief shall not be considered for posting.

1.3. References in these "Terms and Conditions" to "we", "our" or "us" (including analogous terms) shall be references to BriefingRoom, a trading name of Mighty, a BVBA/SPRL in Belgium with company number BE 0876.927.510 whose registered office is at Lange Lozanastraat 260 / 72, 2018 Antwerpen, Belgium.

2 SUBMISSION OF IDEAS

2.1 Upon accepting these Terms and Conditions you shall be entitled to upload your "Ideas" (which refers exclusively to creative work, ideas and concepts, including written and visual submissions, produced and owned in every respect by you) in respect of active briefs that may appear on our website (www.briefingroom.eu, or "the Site") from time to time (each one being a "Brief" submitted by a "Client").

2.2 Each Idea must be made in accordance with any scope and specifications detailed in the relevant Brief and must be successfully uploaded before the date and time at which such Brief closes for submissions (the "Brief Deadline") in order for your Idea to be considered by us for allocation to such Brief.

2.3 You acknowledge that any Idea uploaded by you to the Site shall be subject to these Terms and Conditions, which we may revise from time to time in our sole discretion.

3 ASSESSMENT AND ACCEPTANCE

3.1 We shall assess each Idea prior to allocation thereof to a relevant Brief and we shall be entitled in our sole discretion to reject any Idea that doesn't meet our assessment criteria, which criteria we may determine in our sole discretion from time to time. We undertake to notify you in the event that we elect to accept an Idea, from which point forward such Idea shall be an "Accepted Idea" for purposes of these Terms and Conditions.

3.2 You acknowledge that we shall not be required to give reasons for our rejection of any Idea and that you will not be entitled to query or challenge any such rejection.

3.3 We may return an Idea to you for revision and may provide you with suggestions as to how your Idea should be revised to meet our assessment

criteria. You agree that the return by us of an Idea for revision shall not constitute an acceptance of the Idea by us, but you shall be entitled to re-submit the Idea in accordance with these Terms and Conditions.

3.4 Notwithstanding clause 3.3 above, you authorise us to make such minor amendments, be they grammatical, formatting, layout or otherwise, to an Idea that we may in our sole discretion deem desirable and/or necessary and you accept that the making of any amendment by us in terms of this clause 3.4 shall not in itself constitute an acceptance by us of such Idea.

3.5 You hereby fully and irrevocably waive all "Moral Rights" (including but not limited to the right of integrity, the right of paternity and all other rights of authors of copyright works customarily referred to as "moral rights" throughout the world) and all other intellectual property rights in respect of all Accepted Ideas and uses of Accepted Ideas by us, our clients or third parties pursuant to this Agreement and notwithstanding the remaining provisions of these Terms and Conditions you agree that third parties shall be entitled to enforce the waiver contained in this clause against you.

3.6 You further agree that no Idea submitted by you shall constitute or otherwise require, either directly or indirectly, any unauthorised breach of any Moral Rights, copyright, trade marks or any other intellectual property rights of any third party anywhere in the world and in the event that any such breach occurs, is threatened or is otherwise anticipated by us, we shall be entitled to immediately suspend any relevant Idea and to remove it from the Site.

3.7 You acknowledge and agree that from time to time we may not accept an Idea, or that we may suspend and/or remove an Accepted Idea from the Site, to the extent that such Idea is significantly similar to an idea that has been or is in the process of being developed by or for the relevant Client (a "Similar Idea"), but which may not have yet been publicly disclosed. For reasons of confidentiality, you agree that we shall be under no obligation to advise you of any details relating to any Similar Idea whatsoever and that neither us nor any relevant Client shall be liable for any claims, costs, expenses, losses, damages or demands whatsoever suffered or incurred by you relating to an unaccepted Idea and/or any Similar Idea.

3.8 In selecting a winner from ideas submitted in respect of the Brief, the Client shall disregard an Accepted Idea if it is identical in all material aspects (in the sole discretion of the Client, such discretion to be exercised reasonably) to an idea submitted earlier in time by another creative. In the event that an Accepted Idea is substantially similar (in the sole discretion of the Client, such discretion to be exercised reasonably) to one or more other ideas submitted in respect of the Brief, the Client shall be entitled to select a Winning Idea (see clause 4.1) from such ideas (including the Accepted Idea) which it considers (in its sole discretion) best answers the Brief.

4 LICENSE

4.1 You agree with effect from the date upon which we notify you of our acceptance of an Accepted Idea (the "Acceptance Date") that you grant us a full, worldwide, exclusive license (a "License") to use all copyright, trade mark and intellectual property rights throughout the world in such Accepted Idea ("the IP") to enable us to provide the services under these Terms and Conditions and on the Site until such time as the Client has notified us of the Idea that it has selected as the winning Idea ("the Winning Idea"). You accordingly acknowledge that, with effect from the Acceptance Date, you shall not be entitled to exhibit, use, sell, license, assign, dispose of or otherwise exploit or encumber the IP (in whole or in part) in any manner whatsoever for the duration of the "Acceptance Term" (being the period between the Acceptance Date and the time at which the Client notifies us of its selection of the Winning Idea).

4.2 In consideration of your granting the License to us under clause 4.1 above, we undertake:

4.2.1 to allocate the Accepted Idea to the relevant Brief only for the Acceptance Term;

4.2.2 not to sub-license or otherwise compromise the IP for the duration of the Acceptance Term.

4.3 Once an Accepted Idea has been allocated to the relevant Brief in accordance with clause 4.2, only you, us and the relevant Client will be entitled to access and view the Accepted Idea.

4.4 The license granted in terms of clause 4.1 above shall terminate upon the expiry of the Acceptance Term.

4.5 You further agree that at our request and expense, subject to clause 12.1 below, you shall execute all such further documents and do all such further acts as we may require in order to protect and enforce against third parties the license granted in terms of clause 4.1 above.

5 ASSIGNMENT OF IDEA

5.1 Should your Idea be a Winning Idea, we shall send you an assignment agreement in terms of which you will be required, amongst others, to assign to the relevant Client all right, title and interest in and to, and all IP relating to, the Winning Idea. A pro forma copy of the assignment agreement may be viewed [here](#). You acknowledge that the Client shall not be required to make any payment in terms of clause 6 below unless and until the assignment agreement has been concluded between you and the Client.

6 PAYMENT

6.1 In the event that you submit a Winning Idea, you authorise us to act as collection agent on your behalf and to accept payment of the prize attached to the Brief (the "Prize") for you and to do all things and execute any documents that we may consider (in our sole discretion) to be reasonably necessary or

desirable in exercising your authority. Pursuant to this authority, we undertake to remit to you an amount equal to the relevant Prize, less any taxes (including VAT and any other tax payable under any competent jurisdiction) or other charges that BriefingRoom shall be required by law to deduct, within 14 days following the announcement of your win on the Site.

6.2 Any remittance by us of payments to you in accordance with clause 6.1 shall be paid in Euro and may be made at our election and in our discretion into your banking account.

6.3 You acknowledge that any remittance made to you shall be inclusive of withholding tax and any similar or other taxes levied on a payer or otherwise required under local law in your jurisdiction.

6.4 You accept that we shall be entitled to set off any amount owing at any time from you to us against any amount payable by us to you under these Terms and Conditions.

6.5 Except as otherwise provided, you agree to bear your own costs and expenses incurred in respect of compliance with your obligations under these terms and conditions.

7 WARRANTIES

7.1 You warrant with effect from the date upon which you submit your Idea that:

7.1.1 all aspects of your Idea are original and produced solely by you and no part of the Idea has been previously and publicly displayed, exhibited or otherwise used by any person, company or other entity in any country in the world;

7.1.2 you are the sole owner of all copyright, intellectual property rights, Moral Rights and all other rights in and to your Idea;

7.1.3 you have the requisite legal capacity and competency (and, if acting on behalf of a company or entity which is not a natural person, i.e. a company, close corporation, limited liability partnership or any other corporate entity, the requisite authority) to enter into this agreement with us on these Terms and Conditions;

7.1.4 the submission, use on the Site and subsequent potential licensing, assignment, transfer or disposal otherwise of your Idea does not infringe any copyright, intellectual property rights, Moral Rights or any other rights of any other person;

7.1.5 by submitting your Idea, making your Idea available for potential licensing, assignment, transfer or disposal otherwise or by entering into or exercising or granting any rights or performing any obligations under these Terms and Conditions, you are not acting in breach of any applicable law, contract or any other obligations of whatsoever nature to any third party;

7.1.6 you do not currently and will not in future use, exploit, submit or authorise or cause any other person to use for any purposes, material which is the same as or substantially similar to your Idea; and

7.1.7 you will not in any manner willfully or negligently misuse the Site or the

services provided by us for any reason whatsoever.

7.2 Except as expressly provided in these Terms and Conditions, all warranties (including, without limitation, warranties of fitness, merchantability, non-infringement or any implied warranties arising out of a course of performance, dealing, or trade usage), conditions and guarantees relating to the Site, our services and these Terms and Conditions whether express or implied by statute, law, custom or otherwise are, to the fullest extent permitted by law, excluded from these Terms and Conditions.

7.3 In the event that you are not a natural person, you undertake to:

7.3.1 procure that your directors, employees and other representatives comply with your obligations under these Terms and Conditions as if they were party to them themselves; and

7.3.2 provide us on request with satisfactory evidence (to be determined in our absolute discretion) that you are legally and duly constituted and/or registered and that any person acting on your behalf in accepting, and acting in accordance with, these Terms and Conditions is duly authorised to do so.

8 INTELLECTUAL PROPERTY

8.1 You acknowledge and agree that: The "BriefingRoom" name, style and trade marks, as well as all rights in the design, layout, copy and source code displayed, embedded in or otherwise published on the Site belong exclusively to us and that nothing in these Terms and Conditions shall confer upon you any rights whatsoever in respect of any of these; and

8.2 all right, title and interest (including without limitation all copyright, trade marks and other intellectual property rights) in a Brief, as well as in the content, design, layout and copy of such Brief, belong exclusively to the relevant Client and that nothing contained in these Terms and Conditions or in your use of the Site shall confer upon you any rights whatsoever in respect of any of these.

9. CONFIDENTIALITY

9.1 You undertake to keep confidential all "Confidential Information", which includes for the purpose of these Terms and Conditions all information:

9.1.1 relating to any Brief (including but not limited to the content of such Brief)

9.1.2 relating to your BriefingRoom account and your Ideas;

9.1.3 disclosed to you by us or a Client in any manner whatsoever and relating directly or indirectly to your use of the Site or your access to any Brief; and

9.1.4 relating to any correspondence between you, us and/or a Client.

9.2 You further undertake:

9.2.1 not to disclose Confidential Information without our or the relevant Client's (as the case may be) prior written consent in whole or in part to any other person; and

9.2.2 to use the Confidential Information solely in connection with your preparation and submission of Ideas.

9.3 The provisions of this clause shall not apply to any Confidential Information that can be shown by you to be:

9.3.1 disclosed as a requirement of law or any regulatory body to whose rule you are subject;

9.3.2 known to you prior to the date on which a relevant Brief is uploaded otherwise than as a result of being obtained directly or indirectly from the person disclosing such Confidential Information;

9.3.3 obtained from a third party who lawfully possessed such Confidential Information and which has not been obtained in a breach of a duty of confidence owed to either us or a Client; or

9.3.4 is in the public domain in the form in which it is possessed by us or the relevant Client (as the case may be) other than as a result of a breach of confidence owed to us or such Client (as the case may be).

9.4 To the extent applicable, you undertake to make all of your directors, employees, agents and professional advisers aware of the confidentiality of the Confidential Information pursuant to the provisions of this clause and to use best efforts to ensure compliance by your directors, employees, agents and professional advisers with the provisions of this clause.

9.5 You shall not make use of or any reference to BriefingRoom or any Client for any advertisement, announcement, marketing or publicity without the prior written consent of either us or the relevant Client (as the case may be).

9.6 You agree that you shall not copy or reproduce, in any form, location or medium whatsoever, and whether in whole or in part, any Brief, nor shall you reference or disclose the content of any Brief otherwise than as permitted under these Terms and Conditions.

9.7 The provisions of this clause shall survive of our contractual relationship with you under these Terms and Conditions for any reason. The term "Client" as used in this clause shall refer to any past or current Client (whether or not they have an active Brief on BriefingRoom).

10 RESTRAINT

10.1 You undertake not to engage in any action or activity intended to circumvent the Site or the services provided by us on the Site and pursuant to these Terms and Conditions and in particular you agree not to engage in activities including (but not limited to):

10.1.1 offering or otherwise attempting to directly or indirectly sell, assign, licensee or otherwise dispose of your Idea (or any rights therein or thereto) to a Client otherwise than through the Site and in reliance on the services provided by us pursuant to these Terms and Conditions; or

10.1.2 contacting a Client directly or indirectly in any manner whatsoever in connection with a Brief or Idea other than through the facilities provided by BriefingRoom on the Site and subject to these Terms and Conditions.

10.2 You further agree that you shall not at any time during the continuance of this agreement or for a period of 6 months commencing from the date at which this agreement terminates or expires, however that may occur:

10.2.1 either solely or jointly with or on behalf of any person, carry on or be engaged or interested in any business competing anywhere in the world with the business conducted by us under the name "BriefingRoom";

10.2.2 offer or provide (or attempt to offer or provide) anywhere in the world any products or services similar to those provided by us on the Site and/or under the name "BriefingRoom"; or

10.2.3 cause or permit any person directly or indirectly under your control to do any of the acts or things specified above.

11 REMEDIES

11.1 Without limiting any other rights or remedies that we may have under any applicable law or under these Terms and Conditions, we may issue a warning, temporarily or indefinitely suspend or terminate your registration and may withhold provision of any services to you:

11.1.1 should you breach any of these Terms and Conditions or any of our policies which we may publish on the Site from time to time or should you contravene any applicable law or regulation;

11.1.2 should we in our sole discretion determine that your conduct may result in legal liability for yourself, us, a Client or any user of the Site; or

11.1.3 should we be unable to verify any information provided by you.

11.2 We may suspend or discontinue providing the Services to you without notice and pursue any other remedy legally available if you fail to comply with any of your obligations under these Terms and Conditions or in the event that you contravene any applicable law or regulation.

12 INDEMNITY AND LIABILITY

12.1 You agree that your use of the Site shall be at your sole risk and you hereby indemnify and keep indemnified us, our employees, directors, representatives and our Clients from and against all costs, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with:

12.1.1 your breach of these Terms and Conditions; or

12.1.2 any Idea and/or the IP; or

12.1.3 your unauthorised or improper use of the Site and our services.

12.2 We shall not be liable for any costs, claims, actions, demands, liabilities, expenses, damages (whether special or general, direct or consequential) or losses instituted against or suffered or incurred by you arising out of or in connection with:

12.2.1 these Terms and Conditions, the Site or our services except where any such costs, claims, actions, demands, liabilities, expenses or damages arise as a result of our fraudulent, dishonest or grossly negligent conduct; or

12.2.2 any act or omission of a Client or any other third party howsoever arising, whether related to these Terms and Conditions, the Site, our services or otherwise, including but not limited to any misuse or otherwise unauthorised use by a Client or Third party of the Site, our services, any Idea or the IP or any failure by a Client for whatever reason to pay a Prize and/or any other monies due and owing by it;

12.2.3 errors, mistakes or inaccuracies of content, personal injury or property damages, of any nature whatsoever, resulting from your access to and use of the Site; or

12.2.4 any unauthorised access to or use of our secure servers and/or any and all personal information stored therein; or

12.2.5 any interruption or cessation of transmission to or from the Site; or

12.2.6 any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Site by any third party; or

12.2.7 any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of our services or of any content posted, emailed, transmitted, or otherwise made available via the Site; or

12.2.8 any cause affecting the performance by us of our obligations under these terms and conditions arising from acts, events, omissions or non-events beyond our reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster.

12.3 The Site is controlled and offered by us from our facilities in Belgium. We make no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law.

13 TERMINATION

13.1 We shall be entitled to terminate our contractual relationship with you immediately upon notice at any time in which event any license granted to us by you under these Terms and Conditions shall likewise be terminated forthwith.

14 MISCELLANEOUS

14.1 We may amend these Terms and Conditions from time to time without the requirement of prior notice. However, no changes to the Terms and Conditions shall be effective until we have posted the revised Terms and Conditions on the Site or have made them available to you otherwise.

14.2 Except to the extent expressly provided herein (and in particular in clause 6.1), nothing in this agreement shall be construed as constituting a relationship of agency between you and us.

14.3 Except as otherwise provided herein, all notices and other communications to you shall be in writing or displayed electronically through the Site. Notices to you shall be deemed to have been properly given on the date of display on the Site, posting to your BriefingRoom account or emailing, or on the date received if

delivered in any other manner.

14.4 Our failure to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

14.5 You may not assign your rights or delegate your duties under these Terms and Conditions without our prior written consent.

14.6 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Belgium and you consent to the exclusive jurisdiction of the magistrates' courts in Belgium in respect of any disputes arising out of these Terms or Conditions or in respect of any breach or threatened breach hereof.

14.7 We will use personal information collected about you for purposes of (a) providing access to and use of the Site and services to you, (b) providing customer support, billing and other similar activities related to the Site and services, and (c) keeping you informed about products, services, offers and upcoming events and to improve our services. We may also provide personal information about you to third parties for the purpose of providing you with direct marketing offers which we think may be of interest. Should you not wish to receive such information, kindly notify us in writing.

14.8 We may provide and export personal information about you to other members of our group for the purposes of (a) providing access to and use of the Site and the services to you, and (b) providing customer support, billing and other similar activities related to the Site and the Services.

14.9 If any provision of these Terms and Conditions (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

14.10 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

14.11 These Terms and Conditions, and any documents referred to herein, constitute the whole agreement between you and us and any previous arrangement, understanding or agreement between you and us relating to the subject matter they cover. You acknowledge that, in agreeing to these Terms and Conditions, you have not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in these Terms and Conditions.