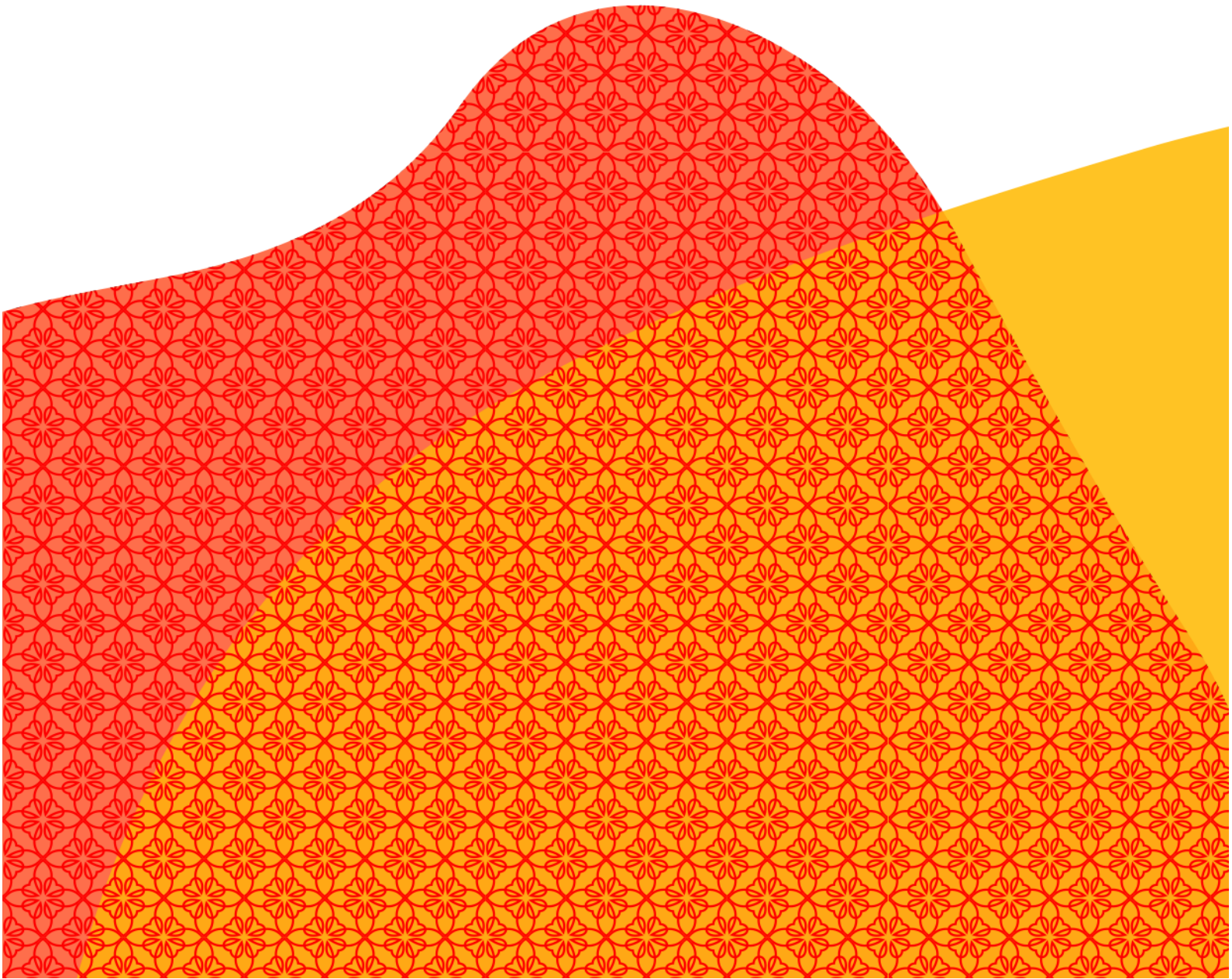


# ENTRY KIT 3

# 2023

The Rules



**PART A –  
GENERAL TERMS AND CONDITIONS THAT APPLY TO ALL SPIKES AND SPECIAL AWARDS**

**GENERAL**

1. By entering the Spikes Asia Awards at the Festival, Entrants agree to be bound, and abide, by the Rules. We may vary the Rules from time to time, in which case the variation will take effect from the date of publication of the new Rules on our website: [www.spikes.asia](http://www.spikes.asia). We have absolute discretion to determine the application of the Rules or to resolve any ambiguity in them as we see fit.
2. We may, in our absolute discretion, at any time refuse or withdraw Entries which, in our reasonable opinion:
  - 2.1. breach applicable laws, regulations or industry recognised codes of practice;
  - 2.2. offend national sentiments, religious sentiments or public taste;
  - 2.3. do not meet the Eligibility Requirements;
  - 2.4. in any other way conflict with the Rules or the spirit of the Guiding Principles; or
  - 2.5. if the Entrant has not paid the relevant Entry Fee.
3. Ascential is part of the Ascential Group, which pledges to trade legally and respect all laws including the trade sanctions imposed by UN, EU, UK and US Governments. We are unable to accept Entries from or with a connection to a country subject to UN, EU, UK and/or US government sanctions.
4. In these Rules, words and expressions shall have their ordinary meaning unless otherwise defined in the **Glossary**.

**ELIGIBILITY REQUIREMENTS**

5. Each Entry must satisfy the following requirements (the “**Eligibility Requirements**”):
  - 5.1. The Entry must have aired, launched or been released to the relevant Audience for the first time during the period starting on 1 December 2021 and ending on 31 January 2023 (the “**Eligibility Period**”) provided that:
    - 5.1.1. notwithstanding Clause 5.1 above, if the work ran before the start of the Eligibility Period but a minimum of 50% of the implementation ran within the Eligibility Period, then it can still be entered into the following Spikes:
      - Brand Experience & Activation
      - Creative Commerce
      - Creative Data
      - Design
      - Digital Craft
      - Direct
      - Entertainment
      - Glass: The Award for Change
      - Healthcare
      - Innovation
      - Integrated
      - Media
      - Mobile
      - Music
      - PR
      - Social & Influencer
    - 5.1.2. notwithstanding Clause 5.1 above, the customer facing launch and/or the transition of internal systems/operations must have taken place between 1 December 2019 - 30 January 2023 for the following Spike:
      - Strategy & Effectiveness;
    - 5.1.3. for the following Spikes, all Executions being entered/judged must have aired, launched or been released to the relevant Audience for the first time within the Eligibility Period:
      - Film
      - Film Craft
      - Industry Craft
      - Print & Publishing
      - Outdoor
      - Radio & Audio;
    - 5.1.4. notwithstanding Clause 5.1, the Entry must have won or been shortlisted at the Spikes Asia Awards in 2019, 2020 or 2021 to be eligible in the following Spike:

## Creative Effectiveness.

- 5.2. If you are entering Work that has run over two or more years, the Work must have evolved sufficiently during the Eligibility Period to qualify as an Entry for the purposes of the 2023 Spikes Asia Awards. At our request, you must provide evidence of the Work's evolution from year to year and we shall have absolute discretion in concluding whether or not an Entry has evolved sufficiently enough to satisfy this requirement.
- 5.3. If you are entering a continuation of a Work that was first aired, launched or released before the Eligibility Period and was submitted to a previous edition of the Spikes Asia Awards, then the Work must have progressed significantly during the Eligibility Period to qualify as a new Entry for the purposes of the Spikes Asia Awards. At our request, you must provide evidence of how the Work has progressed during the Eligibility Period and we shall have absolute discretion in concluding whether or not an Entry has evolved sufficiently enough to satisfy this requirement.
- 5.4. The Entry has been created within the context of a normal paying contract and genuine brief from a Brand OR, if it's a case of self-promotion or a non-profit organisation, the Brand has approved all of the media/production/implementation.
- 5.5. You have permission to enter the Entry from the commissioning Brand/Brand-owning company (we may request proof of this permission directly from the Brand or Brand-owning company).
- 5.6. You have included the commissioning Brand contact details in the Entry including name, position and full contact details.
- 5.7. The Entry has been submitted exactly as published/aired/released and has not been modified for entry into the 2023 Spikes Asia Awards.
- 5.8. The Entry is not speculative or conceptual advertising and has not been banned or withdrawn from the market.
- 5.9. The Entry does not relate to a product which:
  - 5.9.1. is a prototype; or
  - 5.9.2. hasn't been made available to its intended Audience, save where otherwise stated in the relevant Additional Requirements, e.g. for Innovation Spikes.
- 5.10. A duly authorised senior officer (CD, CEO or Chairperson) from the Entrant has given permission for the work to be entered.
- 5.11. The Entry was not entered into the same Spike in the 2021 Spikes Asia Awards (the same piece of work cannot be submitted for the same Spike in consecutive Festivals but, providing the Entry meets the relevant Eligibility Requirements, including the Eligibility Period requirements, you may enter the Work into an alternative Spike).
- 5.12. There is no reference to your Company or any contributing creative Companies in any digital or physical materials (except in the case of self-promotion or if the reference existed in the original execution).
- 5.13. All supporting case films and materials are correct and final versions (these cannot be changed once your Entry has been submitted).
- 5.14. The Work can be understood in English (for further details see Entry Kit 1).
- 5.15. The Entrant is not based in, residing in or connected with a country subject to UN, EU, UK and/or US government sanctions.
- 5.16. The Entry is not in relation to a project based in, residing in or connected with a country subject to UN, EU, UK and/or US government sanctions.
- 5.17. The Entry is not a Scam Entry (as explained below).
- 5.18. The Entry meets any relevant Additional Requirements.
- 5.19. All relevant rights and consents required to allow us, and any third parties authorised by us, to use the Entry Materials as set out in these Rules including, but not limited to, submitting the Entry Materials to a jury for judging and screening the Entry Materials in public have been obtained prior to the Entry being submitted.
- 5.20. All fields in the written submissions are correct, complete and final and no amendments will be required following the Entry being submitted.
- 5.21. Notwithstanding Clause 5.20 above, if new results are collected after the Entry has been paid for, we will only accept additional written information in the results section of the entry form on or before 1 February 2023.
- 5.22. The Entry was designed:

- 5.22.1. specifically for and to run in the Asia Pacific region and was created or produced by a Company in the Asia Pacific region;
- 5.22.2. specifically for and to run in the Asia Pacific region and was created or produced by a Company outside the Asia Pacific region; or
- 5.22.3. to run outside of the region as long as it was created or produced by a Company in the Asia Pacific region.

## GUIDING PRINCIPLES

6. The Guiding Principles indicate the spirit in which the Rules will be interpreted and in which they will be applied. Where Ascential determines, in our absolute discretion, that any Entrant has not behaved in accordance with the Guiding Principles, we may direct the Entrant to modify or remedy its behaviour (even where such behaviour is not an express breach of any particular rule), and any failure by that Entrant to modify or remedy its behaviour may lead to disqualification.
7. The Guiding Principles are as follows:

**Fairness and Integrity.** Entrants and Ascential must act fairly in their application of the Rules, without seeking to exploit the Rules to the unfair advantage, or disadvantage, of any given Entrant. Entrants must not undertake any activities which would bring the fairness of the Festival or the Spikes Asia Awards into disrepute (including by collusion with any other Company for the maximisation of points).

**Transparency and Accuracy.** Entrants and Ascential should provide information to each other in a full, frank, and open manner, to maintain the transparency and accuracy of the Festival or the Spikes Asia Awards.

**Ownership and Responsibility.** Representatives have a special role to play in ensuring the accuracy of information provided by Entrants for the calculation of the Special Awards. Representatives must take full ownership of, and responsibility for, submitting only that information which they believe is accurate, and will be required to sign the Declaration Form(s) accordingly.

**Good Faith and Cooperation.** Ascential will carry out the administration of the Special Awards in accordance with the Rules, using our discretion where necessary and in good faith, and relying on the information we receive from Companies and/or their Representatives. In turn, all Entrants and Representatives should cooperate in good faith with us, including by providing information, and providing the necessary declarations, by the deadlines set in the Rules.

## SCAM ENTRIES

8. The Festival represents the best in creative vision and achievement and we continually strive to protect the spirit and purity of the Spikes Asia Awards. The issue of scam work is an important one which we take very seriously. The role of the Festival is to set the benchmark for creativity in communications, to celebrate creativity and to reward outstanding creative work. The best way to prove that creativity is a force for business, for change and for good in the world is to ensure that scam work is removed from the Festival. Where we, in our absolute discretion, consider that an Entry is a scam (a "**Scam Entry**") we may withdraw the Scam Entry or remove the Entrant's Spikes Award or Special Award (as applicable). Examples of a Scam Entry include, but are not limited to, work that hasn't aired, didn't run and/or hasn't been approved by the Brand.

## CONDUCT

9. Entrants should not: (a) bring the Festival into disrepute; or (b) do anything which could be prejudicial to the image and/or reputation of the Festival or the Spikes Asia Awards. Where we, in our absolute discretion, consider that an Entrant has not complied with this clause, we may withdraw their Entry or remove their Spikes Award or Special Award (as applicable).

## CHECKS AND REQUESTS FOR FURTHER INFORMATION

10. We reserve the right to request additional information about your Entry, including for the purposes of verifying its eligibility or authenticity. For example, we may ask for media scheduling details, Brand confirmation in writing or any other further information we need to verify the authenticity of your Entry. If you do not provide us with the requested information or if, in our absolute discretion, we determine that you have not provided us with adequate information, we may withdraw your Entry, Spikes Award or Special Award (as applicable).
11. We also reserve the right to carry out our own checks to make sure that the information you have provided about your Entry is correct, for example the purported Brand is legitimate.

## EFFECT OF NON-COMPLIANCE WITH THE RULES

12. We shall have the right to determine, in our absolute discretion, whether the Rules have been complied with. If we find that you have potentially breached the Rules, we will invite you to explain, including explaining any mitigating facts or circumstances. If we find that the Rules have been breached, we shall have the right to disqualify the relevant Entry and/or impose any other penalty specified in these Rules.



13. If you become aware that your Entry Materials do not comply with the Eligibility Requirements you must notify us in writing (including by e-mail to awards@spikes.asia). If we find that the Entry Materials do not comply with the Eligibility Requirements, we shall have the right to disqualify the relevant Entry and/or accept changes to the Entry Materials at our absolute discretion. No changes to Entry Materials will be accepted once such Entry Materials have been submitted to a judging panel. All changes to Entry Materials will incur the following administrative charges per entry:
  - 13.1. for changes notified to us prior to **10 December 2022**: \$150; and
  - 13.2. for changes notified to us on or after **10 December 2022**: \$150, plus an amount equal to the difference between the Entry fees due on the date of original submission and the fees which would have been due had the Entry been submitted on the date on which you notified us that the Entry Materials did not comply with the Eligibility Requirements.
14. Where we deem that an Entrant has deliberately and knowingly contravened the Rules (including by entering an ineligible or Scam Entry), we may ban any or all those individuals or Companies named on the relevant Entry's credit list from entering the 2023 Festival, the 2023 Spikes Asia Awards or future versions of the Festival or the Spikes Asia Awards. We will determine the appropriate length and nature of the ban based on the seriousness of the case involved. Not all situations are the same and each case will be dealt with on its own merits.
15. Our decisions in all matters relating to the Festival and the Spikes Asia Awards shall be final and binding.

#### **INTELLECTUAL PROPERTY RIGHTS: TREATMENT, USE AND PUBLICATION OF ENTRIES**

16. By submitting your Entry, you must ensure that you have all the relevant rights and consents required to allow us, and any third parties authorised by us, to use the Entry Materials as set out in these Rules including, but not limited to, submitting the Entry Materials to a jury for judging and screening the Entry Materials in public.
17. By submitting an Entry, you:
  - 17.1. warrant to us that:
    - 17.1.1. you have the legal right to submit the Entry Materials into the Spikes Asia Awards; and
    - 17.1.2. the use of the Entry Materials in accordance with the Rules and the exercise of the Festival Purposes by us or third parties authorised by us shall not infringe the rights of any third party, nor breach any applicable laws; and
  - 17.2. you grant us an exclusive licence to use the Entry Materials in accordance with the Rules and for the Festival Purposes.
18. The "**Festival Purposes**" which we may, but are not obliged to, carry out are as follows:
  - 18.1. screening or publishing Entry Materials with or without charge at public or private presentations, in such manner and form as we reasonably think fit;
  - 18.2. reproducing Entry Materials on 'The Spikes Asia Winners Site', the 'LIONS Membership platform', 'www.warc.com', 'www.lovethe-work.com', and 'The Work', and on any future iterations, replacements, extensions or similar associated or affiliated products or services provided by us or our Affiliates (together the "**Platforms**"), on social media platforms via social media accounts controlled by us, and/or offline;
  - 18.3. permitting third parties to use Entry Materials, directly or indirectly, to promote the Festival;
  - 18.4. reproducing any Entry in a collection of advertisements which may be offered for sale anywhere in the world, including on the Platforms. Such a collection may not, nor may any extracts of it, be copied, marketed or sold by a third party other than Ascential or any organisation authorised to do so by us. This may include adaptation/translation by a third party; and
  - 18.5. analysing or reproducing Entry Materials either directly or together with any organisation authorised by us, to create reports or commentaries on particular types or categories of Entry, for ourselves or third parties.
19. You must notify us in writing (including by e-mail) of any restriction placed on the use of the Entry by any applicable law or its legal owner, a permitted licensee or a third party whose property is included in the Entry Materials (a "**Restriction**") as soon as reasonably possible on becoming aware of it in accordance with Clause 18 above.
20. You must immediately inform us if you become aware that an unauthorised collection or compilation including your Entry is available for sale or distribution.
21. If any legal action is started against us in relation to your Entry then, without prejudice to any other rights or remedies available to us, you shall promptly assist us in dealing with the claim (including, without limitation, by providing all documentation establishing ownership of rights in the Entry at our request).

#### **DATA PROTECTION**

22. We will use any personal data included in your Entry Materials to process your Entry, contact you about enquiries, to further the Festival Purposes and to announce and promote winners. Further details can be found in our privacy policy on our website, which can be found [here](#).

## ADMINISTRATION OF THE FESTIVAL

23. We have absolute discretion to change the Category or Spike that an Entry is entered into at any time (including, but without limitation, where we believe that such changes are necessary to ensure that all Entries are showcased in their best light). We will inform Entrants if we make any changes to their Categories or Spike.

## COMPLAINTS PROCEDURE

24. If there is a complaint about any Spikes Award-winning or shortlisted Entry or the award of a Special Award we may, at our absolute discretion, choose to investigate the complaint. If we choose to investigate a complaint, you must cooperate fully with us in relation to that investigation, including by providing us with any information we request from you.
25. If we uphold a complaint and find that the winning or shortlisting of any Entry was unfair or incorrect, we may withdraw the relevant Entry, Spikes Award or Special Award, as applicable.

## CANCELLATIONS AND REFUNDS

26. If you wish to withdraw your Entry, you must notify us:
- 26.1. by email to [awards@spikes.asia](mailto:awards@spikes.asia); or
  - 26.2. through your account at [www.spikes.asia](http://www.spikes.asia).
27. We reserve the right to disregard any other form of notification.
28. Subject to clause 35 of Part A of these Rules (Entries withdrawn by us), if you withdraw your Entry on or before **9 December 2022** for any reason, you will be eligible for a refund of your Entry Fee less a processing fee of \$150 OR a credit to use against Entry Fees or Delegate Passes for the 2023 Spikes Asia Awards or Festival OR a credit to use against Entry Fees or Delegate Passes for the 2024 Spikes Asia Awards or Festival.
29. We will process refunds and credits after the Festival on receipt of a request to [awards@spikes.asia](mailto:awards@spikes.asia). If requesting a credit, please specify if this is for Entry Fees or delegate passes and the year you would like to use the credit for within your request.
30. If you withdraw your Entry after **9 December 2023**, you will not receive a refund or a credit. Any Entry Fees due but unpaid at the time of withdrawal are immediately due and payable.

## CHANGING YOUR CATEGORY/SPIKE

31. Before **1 February 2023** you may change the Category or Spike that your Entry has been entered into provided that you will:
- 31.1. not be eligible for any refund in respect of any price difference between the Entry Fee payable for the original Category or Spike and the new Category or Spike; and
  - 31.2. be required to pay any additional amount in respect of any price difference between the Entry Fee payable for the original Spike or Category and the new Category or Spike.
32. If we receive Entries for the same piece of work that exceed the maximum number of times a piece of work can be entered into the Spikes Asia Awards, Spike, Section or Category before **1 February 2023** if it is possible for us to do so we will move the Entry into a new eligible Category or Spike provided that if the Category or Spike that your Entry has been entered into changes, you will:
- 32.1. not be eligible for any refund in respect of any price difference between the Entry Fee payable for the original Category or Spike and the new Category or Spike; and
  - 32.2. be required to pay any additional amount in respect of any price difference between the Entry Fee payable for the original Spike or Category and the new Category or Spike or, at your option, withdraw your Entry without refund.
33. If the same piece of work exceeds the maximum number of times a piece of work can be entered into the Spikes Asia Awards, Spike, Section or Category on or after **1 February 2023**, any move of the Entry into a new Category or Spike will be at our absolute discretion and provided that if the Category or Spike that your Entry has been entered into changes, you will:
- 33.1. not be eligible for any refund in respect of any price difference between the Entry Fee payable for the original Category or Spike and the new Category or Spike; and
  - 33.2. be required to pay any additional amount in respect of any price difference between the Entry Fee payable for the original Spike or Category and the new Category or Spike or, at your option, withdraw your Entry without refund.

## DUPLICATE ENTRIES FROM DIFFERENT ENTRANTS

34. If we receive Entries for the same piece of work that exceed the maximum number of times a piece of work can be entered into the Spikes Asia Awards, Spike, Section or Category from different Entrants (e.g. if a Production Company enters a piece of work that has already been submitted by an Agency), the Entry Fee paid by the subsequent Entrants (i.e. the Entrants which submitted its Entry later in time) may be used by that Entrant:
- 34.1. to move the Entry to another Spike, Section or Category provided that the second Entrant will:
- 34.1.1. not be eligible for any refund in respect of any price difference between the Entry Fee payable for the original Category or Spike and the new Category or Spike; and
  - 34.1.2. be required to pay any additional amount in respect of any price difference between the Entry Fee payable for the original Spike or Category and the new Category or Spike or, at your option, withdraw your Entry without refund; or
- 34.2. to enter a new Entry in its place; provided that the second Entrant will:
- 34.2.1. not be eligible for any refund in respect of any price difference between the Entry Fee payable for the original Category or Spike and the new Category or Spike; and
  - 34.2.2. be required to pay any additional amount in respect of any price difference between the Entry Fee payable for the original Spike or Category and the new Category or Spike or, at your option, withdraw your Entry without refund; or
- 34.3. as credit to use against delegate passes for the 2023 Festival; or
- 34.4. as credit to use against Entry Fees or delegate passes for the 2024 Spikes Asia Awards or Festival.

## ENTRIES WITHDRAWN BY US

35. We will not refund your Entry Fee where we have withdrawn your Entry because it:
- 35.1. does not comply with the Rules (including the Eligibility Requirements); or
  - 35.2. is missing required media/results/information and you have failed to provide the information within a reasonable period (where reasonable period is to be determined by us in our absolute discretion).

## MISCELLANEOUS

36. Juries will award Spikes Awards in the following rankings: Grand Prix, Gold, Silver, Bronze or an individual award. It may be necessary to ensure the integrity of the Spikes Asia Awards, Festival or our role in the same to instruct a jury to withdraw or not award all rankings on some occasions including to reflect the number of entries received in a Category or Spike and the size of the shortlist. Any decision to instruct a jury to withdraw or not award one or more rankings shall be in our absolute discretion.
37. If you are shortlisted, win a Spikes Award or Special Award, any duties, fees and charges accrued from the transporting of any trophies or certificates must be covered by the recipient, not by us.
38. The Festival trophy and all the Festival branding are the intellectual property, including copyright, design rights and trademark rights, of Ascential and/or our group companies. We have the exclusive right to and not limited to, reproduce, manufacture, copy, and sell the Festival trophy in any size or medium, and to distribute or exploit the design of the Festival trophy or reproductions of the same by gift, sale, re-sale or licence. No reproduction, replica or other copy of the Festival trophy or the Festival branding may be made or used by any manufacturer, advertiser, organisation or individual except in accordance with these terms unless you have our prior express written consent or a license from us.
39. Where we Display an Entry, we are doing so for the purpose of criticism and review only. Displaying an Entry does not constitute any recommendation, endorsement or promotion of the products or services featured in the Entry by us or any of our affiliates. Subsequent Displays do not represent the views or opinions of us or our affiliates. Ascential and our affiliates do not accept any liability of any kind in respect of any Display or any product or service referred to in any Display.

## ENTIRE AGREEMENT

40. Each Entrant acknowledges and agrees that the Rules constitute the entire and only agreement between the Entrant and Ascential. No Entrant has relied upon, nor has been given by Ascential, any warranty, representation, statement, assurance, covenant, agreement, undertaking, indemnity or commitment of any nature whatsoever other than as expressly set out in the Rules. In the event of any clash between these Rules and any other material published by us, these Rules shall take precedence.

## INVALIDITY

41. If any provision of the Rules is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision shall not be affected or impaired in any way.

## LIABILITY

42. Ascential does not accept any responsibility for any damage, loss, injury or disappointment suffered by any Entrant.
43. Ascential's liability to any Entrant, whether in contract or tort (including negligence), shall be limited to the amount of the Entry Fee. For the avoidance of doubt, we shall not be liable to any Entrant for any indirect, consequential or special loss arising out of, or in connection with, the Festival, nor for any loss of profits or business (save that nothing shall exclude our liability for death or personal injury as a result of our negligence or any matters for which liability cannot be excluded or limited under applicable law)..

## GOVERNING LAW AND JURISDICTION

44. The Rules shall be governed by and construed according to English law and the parties submit to the exclusive jurisdiction of the English courts.
45. In the event of any dispute, controversy or claim between an Entrant and Ascential, arising out of or relating to the Rules, including without limitation regarding its existence, validity or termination (a "**Dispute**"), the parties shall first seek settlement of that Dispute in accordance with the following procedure:
- 45.1. any party alleging a Dispute shall send to the other party a written notice setting out the material particulars of the Dispute ("**Notice of Dispute**"), which must state that it is sent pursuant to this clause; and
- 45.2. thereafter, the parties shall use reasonable endeavours to resolve the Dispute by good faith negotiations between them for a period of four weeks from the date that the Notice of Dispute has been deemed to have been duly served.
46. In the event that the parties cannot settle the Dispute in accordance with Clause 45 of Part A of these Rules (and within the time period stipulated under Clause 45.2 of Part A of these Rules), the Dispute shall be referred to and finally resolved by mediation under CEDR or the parties may mutually agree to arbitration under the LCIA Rules, which LCIA Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London and the language of the arbitration shall be English.



## **PART B – ADDITIONAL TERMS AND CONDITIONS THAT APPLY TO SPECIAL AWARDS ONLY**

### **INTRODUCTION**

1. The Special Awards, to which these additional terms and conditions apply, are as follows:
  - 1.1. Network of the Year Special Award;
  - 1.2. Media Network of the Year Special Award;
  - 1.3. Asia-Pacific Agency of the Year Special Award;
  - 1.4. Agency of the Year by Market Special Award;
  - 1.5. Spikes Palm Special Award;
  - 1.6. Strategy & Effectiveness Agency of the Year Special Award.
2. The entry into, and awarding of, the Special Awards is governed by the Rules. In the event of any discrepancy between any of the different Parts of the Rules applying to Special Awards (i.e. Parts A, B and/or C), the order of precedence for Special Awards shall be as follows:
  - 2.1. Part B (Additional Terms and Conditions that apply to Special Awards only); then
  - 2.2. Part C (Special Awards Rules); then
  - 2.3. Part A (General Terms and Conditions that apply to all Spikes and Special Awards).
3. Certain Entries will be shortlisted for or win Spikes Awards. Those Companies which are shortlisted for or win Spikes Awards will be given points which will count for all Special Awards for which those Companies are eligible, as set out in Part C of these Rules.
4. To ensure the integrity of the Special Awards, the Festival and/or Ascential's role in the same it may be necessary for one or more Special Awards to be withdrawn or not awarded. Any such decision shall be at Ascential's absolute discretion.

### **COMPANY CREDITING RULES**

5. All Companies that worked Significantly on an Entry must be credited in the appropriate role.
6. Each Company credit on your Entry must constitute one geographical office and business. For example, you cannot credit 'Company, United Kingdom', you must credit 'Company, London' or 'Company, Manchester'. If two Companies both worked Significantly, they must both be credited.
7. Each separate Company must be credited if they worked Significantly, even if they are geographically based in the same place. For example, if 'Company Health, Bristol' and 'Company, Bristol' both worked on an Entry they must both be credited, you cannot just credit 'Company Group, Bristol'.
8. The credited Company name must exactly match the Legal/Trading Name of the Company.
9. For all roles excluding Entrant the credited Company must be credited as they were branded/owned at the time of the execution of the Entry. For example, Company A and Company B have merged during the Eligibility Period to create Company C. If the campaign took place before the merger date the credited Company must be Company A or Company B, not the new Company C.

## CREATIVE TEAM CREDITING

10. Each Entry must credit the creative team.
11. You may submit creative credits up to and including the **22 March 2023**. No further additions will be accepted after this date.

## LIST OF CURRENT HOLDING COMPANIES AND NETWORKS

12. At time of writing, we consider the Holding Companies to be: BlueFocus Communication Group; Deloitte; Dentsu Group; Enero; Hakuhodo DY Holdings; Havas Group; Interpublic Group; Omnicom; Publicis Groupe; S4 Capital, Stagwell Inc.; and WPP
13. At time of writing, we consider the Networks to be: 72andSunny, Accenture Interactive; AKQA; Anomaly; Asatsu-DK; Bartle Bogle Hegarty; BBDO Worldwide; BETC; Cheil Worldwide; Chime Communication; CPB+; Daiko; DDB Worldwide; Dentsu; Deloitte Digital; FCB; Forsman & Bodenfors; Grey; Gyro; Innocean; Havas; Hill + Knowlton; Landor + Fitch, Leo Burnett; KYU; M&C Saatchi; McCann Worldgroup; Mullenlowe Group; Ogilvy; Possible Worldwide; Publicis Worldwide; R/GA; Saatchi & Saatchi; Publicis Sapient; Scholz & Friends; SuperUnion; TBWA Worldwide; The Brandtech Group; The Brand Union; The North Alliance; The Stagwell Group; The United Network; The&Partnership; VMLY&R; Wunderman Thompson; and Yomiko.
14. At the time of writing, we consider the Healthcare Networks to be: CDM Group; DDB Health Group; FCB Health, Havas Health & You; McCann Health, Ogilvy Health; Publicis Health; TBWA\Worldhealth; VMLY&R Health; and Wunderman Thompson Health.
15. At the time of writing, we consider the Media Networks to be: Blue 449; Carat; Dentsu X; Digitas; Essence; Havas Media Group; Initiative; Hakuhodo DY Media Partners; Hearts & Science; iProspect; Mediacom; Mindshare; OMD Worldwide; Posterscope; PHD Worldwide; Starcom; The Spark Foundry; UM; Vizeum; Wavemaker; and Zenith.
16. At the time of writing, we consider the Independent Networks to be: Edelman; Fred & Farid; Gut, Jung von Matt; Mother, Rethink, Serviceplan; Special Group and Wieden & Kennedy.
17. At the time of writing, we consider the Independent Healthcare Networks to be: The Bloc Partners & Syneos Health.
18. We may update the lists of Holding Companies and Networks set out in Clauses 12 to 17 inclusive of Part B of these Rules at our absolute discretion. For example, if we become aware that one of the Networks is involved in a sale, merger or acquisition that means that it is no longer a Network, we may remove it from the list. We will notify any Holding Company or Network that is added to or removed from the relevant list.
19. If you wish to propose any change to the lists of Holding Companies and Networks set out in Clauses 12 to 17 inclusive of Part B of these Rules, please contact us by no later than **31 December 2022**. We shall have ultimate discretion to decide the status of any particular entity and our decision shall be final and binding.

## VALIDATION PROCESS AND PROCEDURE FOR SPECIAL AWARDS

20. Companies must declare, at the time of entry into the Spikes Asia Awards, which, if any, Network, Independent Network, Healthcare Network, Media Network and/or Holding Company each credited Company is Owned by or Affiliated with.
21. All Companies are required to make due and careful enquiry of their legal counsel, company secretary, or Chief Financial Officer to establish ownership and/or affiliation, in accordance with the applicable Ownership and/or Affiliation Tests.

## VALIDATION PROCESS

### 22. **Stage 1: Up to and including, 6 January 2023:**

- 22.1. During stage 1 of the Validation Process, Ascential will, in its absolute discretion, mandate that certain Holding Companies, Networks, Independent Networks, Media Networks and Healthcare Networks nominate an authorised Representative of sufficient seniority to validate the information provided to Ascential during the Validation Process (the “**Representative**”).
- 22.2. The relevant Holding Companies, Networks, Independent Networks, Media Networks and Healthcare Networks which must nominate a Representative will be informed by Ascential of this requirement by **31 December 2023** and will have until **6 January 2023** to inform Ascential of the identity of the Representative.
- 22.3. The Representative must be an individual of sufficient seniority to enable them to carry out the required function of verifying information. By way of example only, individuals will be deemed to be of sufficient seniority if they occupy the role of Chief Creative Officer, Chief Financial Officer or Chief Executive Officer, their direct reports or someone who is authorised to act by them.
- 22.4. Ascential reserves the right to reject the nominated Representative as being of insufficient seniority, and to request an alternative nominee.
- 22.5. Ascential will, in its absolute discretion, consider allowing more than one Representative to be nominated for each Holding Company, Network, Independent Network, Independent Healthcare Network, Media Network or Healthcare Network.
- 22.6. Once nominated, the Representatives cannot be changed by request of the relevant Holding Company, Network, Independent Network, Media Network and/or Healthcare Network save in exceptional circumstances (for example, death, termination of employment, or incapacity).

### 23. **Stage 5: 02 February 2023 to 21 February 2023:**

- 23.1. Ascential will make available online to all Representatives the full available list of Companies credited to the 2023 Festival (the “**2023 Festival Companies List**”).
- 23.2. During this stage 5 only, Representatives may submit to Ascential any comments, corrections, or challenges to the 2023 Festival Companies List. Such submissions will not be considered by Ascential unless they are accompanied by appropriate evidence (whether through invoices, terms and conditions, contracts, or website branding).

### 24. **Stage 6: 21 February 2023 to 5pm GMT, 23 February 2023:**

- 24.1. **By 5pm GMT on 23 February 2023** (the “**Final Deadline**”), each Representative must submit the relevant, signed Declaration Form(s) to Ascential. The failure by a Representative (or Representatives, as the case may be) to submit a signed Declaration Form by the Final Deadline will result in the automatic exclusion from the calculation of the Special Awards of the relevant Holding Company, Network, Independent Network, Independent Healthcare Network, Media Network or Healthcare Network.
  - 24.2. Ascential may, in exceptional circumstances (and in Ascential’s absolute discretion), stipulate an extension to the Final Deadline for a given Representative if strictly necessary to uphold the Guiding Principles. For the avoidance of doubt, Ascential will not consider the disadvantage of the Representative’s represented entity in itself as an exceptional circumstance.
25. Subject to Clause 28 of this Part B of these Rules, after the Final Deadline, all information regarding Companies will be considered ‘locked in’ and no further information or requests for amendments to Company data will be considered for the purposes of calculations for Special Awards.
  26. If a Company is not listed in the 2023 Festival Companies List, and Ascential does not receive a request before the Final Deadline to include that Company in the 2023 Festival Companies List, Ascential shall have no obligation to include that Company in calculation of the Special Awards.

## DISQUALIFICATION AND DISCRETION

27. Companies must cooperate with Ascential and Representatives must provide Ascential with:

- 27.1. accurate information;

- 27.2. sufficient evidence to enable Ascential to determine whether a Company is Affiliated with or Owned by a Network, Independent Network, Independent Healthcare Network, Holding Company, Media Network and/or Healthcare Network (examples of appropriate information may include contracts, ownership documents or change of branding on websites); and
- 27.3. the relevant, signed Declaration Form(s) in each case, by the Final Deadline.
28. Ascential shall have absolute discretion in determining:
- 28.1. a Company's eligibility for a Special Award;
- 28.2. whether a Company falls within a Network, Holding Company, Independent Healthcare Network, Independent Network, Media Network and/or Healthcare Network;
- 28.3. whether a Company has submitted false, deliberately misleading or fraudulent information; and
- 28.4. whether any correction is necessary to ensure the accuracy and integrity of the Special Awards or Ascential's role in the same.
29. Further to Clause 28.4 above, we reserve the right to amend Entrant details, at our absolute discretion, where in our reasonable opinion the Entrant details are incorrect, due to an administrative error on the part of the Entrant.
30. Ascential will not be responsible for omissions or wrongful inclusions caused by it being provided with inaccurate or insufficient information.
31. Ascential shall have the right to disqualify at any time any Company which has submitted false, deliberately misleading or fraudulent information.

#### **CONFIDENTIALITY**

32. Ascential will not divulge to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any information received during the Validation Process or otherwise which is identified by the Representative, at the time of provision, as confidential.
33. For the avoidance of doubt, if information is provided to Ascential without being identified as confidential, Ascential shall not treat that information as confidential.

**NETWORK OF THE YEAR SPECIAL AWARD**

1. **Overview and Criteria:** The Network of the Year Special Award is given to the Network Parent Company of the Network, Healthcare Network, Independent Network or Independent Healthcare Network whose members are the most successful overall for Entries in the 2023 Spikes Asia Awards (in accordance with the below allocation of points).
  - 1.1. If a Network or Independent Network owns a Healthcare Network or Independent Healthcare Network or is affiliated with a Healthcare Network or Agency or Independent Healthcare Network or Agency through its Legal/Trading Name, the Network or Independent Network will include the Healthcare Network or Independent Healthcare Network points in their total. For example, any points accumulated by Havas Health & You will be added to the havas Creative points total.
  - 1.2. Members of a Network, Healthcare Network, Independent Network or Independent Healthcare Network for the Network of the Year Special Award shall be those Companies which satisfy either:
    - 1.2.1. the Ownership Test; or
    - 1.2.2. the Affiliation Test.
2. **Points:** Members of a Network, Healthcare Network, Independent Network or Independent Healthcare Network will be allocated the following number of points for each of the following Spikes Awards:

35 points for a Creative Effectiveness Grand Prix Spikes Award  
30 points for all other Grand Prix Spikes Awards, including Grand Prix for Good Spikes Award  
15 points for all other Spikes Awards  
15 points for a Gold Spikes Award  
7 points for a Silver Spikes Award  
3 points for a Bronze Spikes Award  
1 point for a shortlist position

  - 2.1. All Companies credited with an Idea Creation Role on all shortlisted or winning Spikes Awards are eligible to accrue points towards the Network of the Year Special Award. Points accrued by Companies credited are only assigned to a Network, Healthcare Networks, Independent Network or Independent Healthcare Network if the company satisfies the Ownership Test or the Affiliation Test.
3. **Calculation:** The winner of the Network of the Year Special Award will be the Network, Healthcare Network, Independent Network or Independent Healthcare Network whose members obtain the most points for shortlisted and awarded Entries in aggregate in accordance with the above allocation of points.
  - 3.1. The total is calculated by adding:
    - 3.1.1. the total points from Spikes Awards won by members of a Network, Healthcare Network, Independent Network or Independent Healthcare Network; and
    - 3.1.2. the total points from the remaining shortlisted Entries of members of a Network, Healthcare Network, Independent Healthcare Network or Independent Network, save that a Network, Healthcare Network, Independent Healthcare Network or Independent Network member's points will only count towards the overall total if the Company in question was a Network, Healthcare Network, Independent Healthcare Network or Independent Network member on the date that its Spikes Award-winning or shortlisted Entry or Campaign was initially launched, released, published or aired.
  - 3.2. If an Entry is shortlisted and then goes on to win a Spikes Award, the shortlist point is no longer counted.
4. **Shared Points:** If a shortlisted or winning Entry has been credited to more than one Company in the Idea Creation Role, the points awarded to the Entry will be divided equally among the Companies credited.
  - 4.1. If a shortlisted or winning Entry has been credited in the Idea Creation Role to more than one Company:
    - 4.1.1. from the same Network, Healthcare Network, Independent Healthcare Network or Independent Network, the full points awarded to the Entry will go to that Network, Healthcare Network, Independent Healthcare Network or Independent Network;
    - 4.1.2. from different Network, Healthcare Network, Independent Healthcare Network or Independent Network, the points awarded to the Entry will be shared equally between both Network, Healthcare Network, Independent Healthcare Network or Independent Network (for example, if Agency A belonging to Network A wins a Gold Spikes Award co-credited with Agency B, which belongs to Network B, then the points will be shared equally between both Networks); and
    - 4.1.3. if one Company is not affiliated to a Network, Healthcare Network, Independent Healthcare Network or Independent Network, then only half of the points awarded to the Entry (or the relevant equal proportion associated with the Company that is from a Network, Healthcare Network, Independent Healthcare Network



or Independent Network) will count for the purposes of the Network of the Year Special Award and will be awarded to the relevant Network, Healthcare Network, Independent Healthcare Network or Independent Network (for example, if Agency A belonging to Network A wins a Gold Spikes Award and is co-credited with Independent Agency B, then only half of the total points will count for the purposes of the Network of the Year Special Award and will be given to Network A).

- 4.2. In the event of a Mixed Ownership Company winning or being shortlisted for a Spikes Award, the points which accrue by reason of that Spikes Award or shortlist position will be split equally between all constituent entities which own at least 20% or more of the Mixed Ownership Company (for example, if a Mixed Ownership Company is owned in equal proportions by three Companies, each of those three Companies will receive one-third of the points which accrue).

## 5. Campaign Points

- 5.1. If an entry is awarded a Campaign Spikes Award, Entries will also be awarded Campaign Points.
- 5.2. Where different Companies have been credited to separate Executions of an awarded Campaign Spikes Award, the points will be divided pro-rata. For example, if Agency A is credited with only 1 Execution of a 4-part Execution of Work that wins a Silver Campaign Spikes Award, then Agency A will receive 2.5 points (7 points for the Silver Spike + 3 Campaign Points = 10 points divided by 4).

6. **Total Tied Points:** In the case of a tie between Network, Healthcare Network, Independent Healthcare Network or Independent Network in the number of points won by their respective Companies, the winner will be determined in accordance with the following formula:

- 6.1. the Network, Healthcare Network, Independent Healthcare Network or Independent Network with the highest overall number of Spikes Awards is the winner. If there is still a tie between Networks/Independent Networks, then;
- 6.2. the Network, Healthcare Network, Independent Healthcare Network or Independent Network with the highest number of highest-ranking Spikes Awards is the winner. If there is still a tie between Networks/Independent Networks, then;
- 6.3. the Network, Healthcare Network, Independent Healthcare Network or Independent Network with the most Campaign Points is the winner. If there is still a tie between Networks/Independent Networks, then;
- 6.4. the Network, Healthcare Network, Independent Healthcare Network or Independent Network with the most Shortlist Points is the Winner.

## MEDIA NETWORK OF THE YEAR SPECIAL AWARD

1. **Overview and Criteria:** The Media Network of the Year Special Award is given to the Network Parent Company of the Media Network whose members are the most successful overall for Entries in the 2023 Spikes Asia Awards for Entries in Media Spikes (in accordance with the below allocation of points).
  - 1.1. Members of a Media Network for the purposes of the Media Network of the Year Special Award shall be those Companies which satisfy either:
    - 1.1.1. the Media Network Ownership Test; or
    - 1.1.2. the Media Network Affiliation Test.
  - 1.2. All Entries in Media Spikes with a credited company in the Media Placement Role are eligible to accrue points, regardless of the Entrant.
  - 1.3. Any company submitting an Entry to Media Spikes where the services of an external company were used to provide strategy and/or for the purchase of media placement must credit that company in the Entry submission.
  - 1.4. Notwithstanding this, Ascential shall have absolute discretion in determining a Media Network's eligibility for this Special Award.
2. **Points:** The allocation of points used to calculate the Media Network of the Year Special Award is as follows:

30 points for a Grand Prix Spikes Award  
15 points for a Gold Spikes Award  
15 points for all other Spikes Awards  
7 points for a Silver Spikes Award  
3 points for a Bronze Spikes Award  
1 point for a shortlist position

  - 2.1. Media Companies credited with a Media Placement Role on all shortlisted or winning Media Spikes are eligible to accrue points towards the Media Network of the Year Special Award. Points accrued by Companies credited are only assigned to a Media Network if the company satisfies the Media Network Ownership Test or the Media Network Affiliation Test.
3. **Calculation:** The winner of the Media Network of the Year Special Award will be the Media Network whose members accrue the most points for shortlisted and awarded Entries in Media Spikes, in accordance with the above allocation of points.
  - 3.1. The total points accrued by each Media Network is calculated by adding:
    - 3.1.1. the total points from Media Spikes Awards awarded to members of a Media Network; and
    - 3.1.2. the total points from the remaining shortlisted Entries of members of a Media Network, save that a Media Network member's points will only count towards the Media Network's overall total if the Company in question was a Network member on the date that its Spikes Award-winning or shortlisted Entry was initially launched, released, published or aired.
  - 3.2. If an Entry is shortlisted and then goes on to win a Spikes Award, the shortlist point is no longer counted.
4. **Shared Points:** If a shortlisted or winning Entry has been credited to more than one Company in the Media Placement Role, the points awarded to the Entry will be divided equally among the Agencies and Companies.
  - 4.1. If a shortlisted or winning Entry has been credited in the Media Placement Role to more than one Company:
    - 4.1.1. from the same Media Network, the full points awarded to the Entry will go to that Media Network;
    - 4.1.2. from different Media Networks, the points awarded to the Entry will be shared equally between both Media Networks (for example, if Media Agency A belonging to Media Network A wins a Gold Spikes Award credited with Media Agency B, which belongs to Media Network B, then the points will be shared equally between both Networks); and
    - 4.1.3. if one Company is not affiliated to a Media Network, then only half of the points awarded to the Entry (or the relevant equal proportion associated with the Company that is from a Media Network) will count for the purposes of the Media Network of the Year Special Award and will be awarded to the relevant Network (for example, if Media Agency A belonging to Media Network A wins a Gold Spikes Award and is co-credited with Independent Media Agency B, then only half of the total points will count for the purposes of the Media Network of the Year Special Award and will be given to Media Network A).
  - 4.2. In the event of a Mixed Ownership Company winning or being shortlisted for a Spikes Award, the points which accrue by reason of that Spikes Award or shortlist position will be split equally between all constituent entities which own at least 20% or more of the Mixed Ownership Company (for example, if a Mixed Ownership Company

is owned in equal proportions by three Companies, each of those three Companies will receive one-third of the points which accrue).

5. **Total Tied points:** In the case of a tie between Media Networks in the number of points won by their respective members, the winner will be determined in accordance with the following formula:
  - 5.1. the Media Network with the highest overall number of Spikes Awards is the winner. If there is still a tie between Networks, then;
  - 5.2. the Media Network with the highest number of highest-ranking Spikes Awards is the winner. If there is still a tie between Networks, then;
  - 5.3. the Media Network with the most shortlist points is the winner.

## ASIA-PACIFIC AGENCY OF THE YEAR SPECIAL AWARD

1. **Overview and Criteria:** The Asia-Pacific Agency of the Year Special Award is given to the Agency that obtains the most points overall for Entries in the 2023 Spikes Asia Awards, according to the below allocation of points.
2. **Points:** The allocation of points used to calculate the Asia-Pacific Agency of the Year Special Award is as follows:
  - 35 points for a Creative Effectiveness Grand Prix Spikes Award
  - 30 points for all other Grand Prix Spikes Awards, including Grand Prix for Good Spikes Award
  - 15 points for a Gold Spikes Award
  - 15 points for all other Spikes Awards
  - 7 points for a Silver Spikes Award
  - 3 points for a Bronze Spikes Award
  - 1 point for a shortlist position
  - 2.1. Companies credited in an Idea Creation Role on all shortlisted or winning Awards are eligible to accrue points towards the Asia-Pacific Agency of the Year Special Award. The exact method for points calculation is outlined in the calculation section below.
3. **Calculation:** The winner of the Asia-Pacific Agency of the Year Special Award will be the Agency that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.
  - 3.1. The total is calculated by adding:
    - 3.1.1. the total points from Awards that have been awarded to Agencies; and
    - 3.1.2. the total points from the remaining shortlisted Entries of Agencies.
  - 3.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.
  - 3.3. The maximum number of points awarded to an Agency for shortlisted Entries is 10.
4. **Multiple Entries:**
  - 4.1. If the same creative Work or Execution is entered more than once within one Spike and is shortlisted and/or wins multiple times, only the points for the highest Spikes Award or the highest points scoring Campaign Spike are counted. If the work or execution is only shortlisted within an Individual Spike, then only 1 point will be counted, regardless of the number of times it is shortlisted within that Spike.
    - 4.1.1. For example, if a piece of creative Work wins a Spikes Award and the same Work also wins another Spikes Award within that Spike, only the highest scoring Spikes Award counts. This rule is applied only within each Spike; that is, if work wins a Silver Spikes Award and a Gold Spikes Award in Direct Spikes, only the Gold points are counted. However, if the same Work wins a Silver Spikes Award in Direct Spikes and a Gold Spikes Award in PR Spikes, both the Silver and Gold points are counted.
  - 4.2. If the same creative Work or Execution is entered more than once within one Medium Grouping in The Healthcare Spikes and is shortlisted and/or wins multiple times, only the points for the highest Spikes Award or the highest points scoring Campaign Spikes Award are counted. If the Work or Execution is only shortlisted within an Individual Medium Grouping, then only 1 point will be counted, regardless of the number of times it is shortlisted within that Medium Grouping.
  - 4.3. For the avoidance of doubt the "Medium Groupings" within The Healthcare Spike are classed as:
    - Brand Experience & Activation and Direct
    - Branded Content & Entertainment
    - Creative Data
    - Digital Craft
    - Digital
    - Film Craft
    - Film
    - Integrated
    - Mobile
    - Print & Publishing, Outdoor and Industry Craft
    - PR
    - Product Innovation
    - Radio & Audio
    - Use of Technology
5. **Shared Points:** If a shortlisted or winning Entry has been credited to more than Company with an Idea Creation Role, the points awarded to the Entry will be divided equally among the Companies credited.
6. **Campaign Points**
  - 6.1. If an Entry is awarded a Campaign Spikes Award, Entries will also be awarded Campaign Points.

- 6.2. Where different Companies have been credited to separate Executions of an awarded Campaign Spikes Award, the points will be divided pro-rata. For example, if Agency A is credited with only 1 Execution of a 4-part Multiple Executions of Works that wins a Silver Campaign Spikes Award, then Agency A will receive 2.5 points (7 points for the Silver Spikes Award + 3 Campaign Points = 10 points divided by 4).
7. **Total Tied Points:** In the case of a tie between the total number of points won by Agencies, the winner will be determined in accordance with the following formula:
  - 7.1. the Agency with the highest overall number of deduped Spikes Awards is the winner. If there is still a tie between Agencies, then;
  - 7.2. the Agency with the highest number of highest-ranking deduped Spikes Awards is the winner. If there is still a tie between Agencies, then;
  - 7.3. the Agency with the most points, taking into consideration all duplicated Entries is the winner. If there is still a tie between Agencies, then;
  - 7.4. the Agency with the highest overall number of Awards, including the deduped Spikes Awards is the winner. If there is still a tie between Agencies, then;
  - 7.5. the Agency with the most Campaign Points is the winner. If there is still a tie between Agencies, then;
  - 7.6. the Agency with the most shortlist points, disregarding the cap of 10, is the winner.



## AGENCY OF THE YEAR BY MARKET SPECIAL AWARD

1. **Overview and Criteria:** The Agency of the Year by Market Special Award is given to the Agency from a specific Market that obtains the most points overall for Entries into Spikes Asia Awards 2022, according to the below allocation of points.
2. For a country to qualify for Agency of the Year by Market there must be a minimum of five different Entrant Companies from that Market.
3. For an Agency to qualify to be awarded or placed in Agency of the Year by Market, they must obtain a minimum of 15 points according to the below allocation of points.
4. **Points:** The allocation of points used to calculate the Agency of the Year by Market Special Award is as follows:

35 points for a Creative Effectiveness Grand Prix Award

30 points for all other Grand Prix Awards, including Grand Prix for Good Award

15 points for a Gold Award

15 points for all other Awards

7 points for a Silver Award

3 points for a Bronze Award

1 point for a shortlist position

5. Companies credited in an Idea Creation Role on all shortlisted or winning Awards are eligible to accrue points towards the Agency of the Year by Market Special Award. The exact method for points calculation is outlined in the calculation section below.
6. For absolute clarity the "Markets" that are eligible to win the Agency of the Year by Market are:

Australia  
Bangladesh  
Bhutan  
Brunei Darussalam  
Cambodia  
Chinese Taipei  
Fiji  
Hong Kong SAR  
India  
Indonesia  
Japan  
Kazakhstan  
Kiribati  
Laos  
Mainland China  
Macau  
Malaysia  
Maldives  
Marshall Islands  
Micronesia  
Mongolia  
Myanmar  
Nauru  
Nepal  
New Zealand  
Pakistan  
Palau  
Papua New Guinea  
Samoa  
Singapore  
Solomon Islands  
South Korea  
Sri Lanka  
Tajikistan  
Thailand  
The Philippines  
Tonga  
Turkmenistan  
Tuvalu  
Uzbekistan  
Union of Myanmar  
Vanuatu  
Vietnam.

7. **Calculation:** The winner of the Agency of the Year by Market Special Award will be the Agency from a specific market that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.
- 7.1. The total is calculated by adding:
- 7.1.1. the total points from Awards that have been awarded to Agencies; and
- 7.1.2. the total points from the remaining shortlisted Entries of Agencies.
- 7.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.
- 7.3. The maximum number of points awarded to an Agency for shortlisted Entries is 10.
8. **Multiple Entries:**
- 8.1. If the same creative Work or Execution is entered more than once within one Eurobest Award and is shortlisted and/or wins multiple times, only the points for the highest Award or the highest points scoring Campaign Award are counted. If the work or execution is only shortlisted within an Individual Eurobest Award, then only 1 point will be counted, regardless of the number of times it is shortlisted within that Eurobest Award.
- 8.1.1. For example, if a piece of creative Work wins an Award and the same Work also wins another Award within that Lion, only the highest scoring Award counts. This rule is applied only within each Lion; that is, if work wins a Silver Award and a Gold Award in the Direct Eurobest Award, only the Gold points are counted. However, if the same Work wins a Silver Award in the Direct Eurobest Award and a Gold Award in the PR Eurobest Award, both the Silver and Gold points are counted.
- 8.2. If the same creative Work or Execution is entered more than once within one Medium Grouping in the Healthcare Eurobest Award and is shortlisted and/or wins multiple times, only the points for the highest Award or the highest points scoring Campaign Award are counted. If the Work or Execution is only shortlisted within an Individual Medium Grouping, then only 1 point will be counted, regardless of the number of times it is shortlisted within that Medium Grouping.
- 8.3. For the avoidance of doubt the “Medium Groupings” within the Healthcare Eurobest Awards are classed as:
- Brand Experience & Activation and Direct  
 Branded Content & Entertainment  
 Creative Data  
 Digital Craft  
 Digital  
 Film Craft  
 Film  
 Integrated  
 Mobile  
 Print & Publishing, Outdoor and Industry Craft  
 PR  
 Product Innovation  
 Radio & Audio  
 Use of Technology
9. **Shared Points:** If a shortlisted or winning Entry has been credited to more than Company with an Idea Creation Role, the points awarded to the Entry will be divided equally among the Companies credited.
10. **Campaign Points**
- 10.1. If an Entry is awarded a Campaign Award, Entries will also be awarded Campaign Points.
- 10.2. Where different Companies have been credited to separate Executions of an awarded Campaign Award, the points will be divided pro-rata. For example, if Agency A is credited with only 1 Execution of a 4-part Multiple Executions of Works that wins a Silver Campaign Award, then Agency A will receive 2.5 points (7 points for the Silver Award + 3 Campaign Points = 10 points divided by 4).
11. **Total Tied Points:** In the case of a tie between the total number of points won by Agencies, the winner will be determined in accordance with the following formula:
- 11.1. the Agency with the highest overall number of deduped Awards is the winner. If there is still a tie between Agencies, then;
- 11.2. the Agency with the highest number of highest-ranking deduped Awards is the winner. If there is still a tie between Agencies, then;

- 11.3. the Agency with the most points, taking into consideration all duplicated Entries is the winner. If there is still a tie between Agencies, then;
- 11.4. the Agency with the highest overall number of Awards, including the deduped Awards is the winner. If there is still a tie between Agencies, then;
- 11.5. the Agency with the most Campaign Points is the winner. If there is still a tie between Agencies, then;
- 11.6. the Agency with the most shortlist points, disregarding the cap of 10, is the winner.

## INDEPENDENT AGENCY OF THE YEAR SPECIAL AWARD

1. **Overview and Criteria:** The Independent Agency of the Year Special Award is given to the Independent Agency that obtains the most points overall for Entries in the 2023 Spikes Asia Awards, according to the below allocation of points.
2. **Points:** The allocation of points used to calculate the Independent Agency of the Year Special Award is as follows:
  - 35 points for a Creative Effectiveness Grand Prix Spikes Award
  - 30 points for all other Grand Prix Spikes Awards, including Grand Prix for Good Spikes Award
  - 15 points for a Gold Spikes Award
  - 15 points for all other Spikes Awards
  - 7 points for a Silver Spikes Award
  - 3 points for a Bronze Spikes Award
  - 1 point for a shortlist position
- 2.1. Companies credited with an Idea Creation Role on all shortlisted or winning Spikes Awards are eligible to accrue points towards the Independent Agency of the Year Special Award. Only independent agencies as outlined in the Rules for Special Awards are eligible to accrue points towards the Independent Agency of the Year Special Award.
3. **Calculation:** The winner of the Independent Agency of the Year Special Award will be the Independent Agency that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.
  - 3.1. The total is calculated by adding:
    - 3.1.1. the total points from Spikes Awards that have been won by Independent Agencies; and
    - 3.1.2. the total points from the remaining shortlisted Entries of Independent Agencies.
  - 3.2. If an Entry is shortlisted and then goes on to win a Spikes Award, the shortlist point is no longer counted.
4. **Shared Points:**
  - 4.1. If a shortlisted or winning Entry has been credited to more than one Company in the Idea Creation Role the points awarded to the Entry will be divided equally among the Companies eligible. For the avoidance of doubt Independent PR Agencies and Independent Media Agencies are eligible to receive points for Independent Agency of the Year Special Award.
  - 4.2. If a shortlisted or winning Entry has been credited to more than one Company and one is not an Independent Agency, then only half of the points awarded to the Entry (or the relevant equal proportion associated with the Independent Agency) will count for the purposes of the Independent Agency of the Year Special Award and will be awarded to the relevant Independent Agency (for example, if Independent Agency A wins a Gold Spikes Award and is co-credited with non-independent Company B, then only half of the total points will count for the purposes of the Independent Agency of the Year Award and will be given to Independent Agency A).
5. **Campaign Points**
  - 5.1. If an entry is awarded a Campaign Spikes Award, Entries will also be awarded Campaign Points.
  - 5.2. Where different Companies have been credited to separate Executions of an awarded Campaign Spikes Award, the points will be divided pro-rata. For example, if Agency A is credited with only 1 Execution of a 4-part Multiple Executions of Works that wins a Silver Campaign Spikes Award, then Agency A will receive 2.5 points (7 points for the Silver Spikes Award + 3 Campaign Points = 10 points divided by 4).
6. **Total Tied Points:** In the case of a tie between the total number of points won by Independent Agencies, the winner will be determined in accordance with the following formula:
  - 6.1. the Independent Agency with the highest overall number of Spikes Awards, is the winner. If there is still a tie between Independent Agencies, then;
  - 6.2. the Independent Agency with the highest number of highest-ranking Spikes Awards is the winner. If there is still a tie between Independent Agencies, then;
  - 6.3. the Independent Agency with the most Campaign Points is the winner; If there is still a tie between Independent Agencies, then;
  - 6.4. the Independent Agency with the most Shortlist Points is the winner.

## SPIKES PALM SPECIAL AWARD

1. **Overview and Criteria:** The Spikes Palm honours the Production Company that obtains the most points overall for Entries in the Digital Craft, Entertainment (Section A and Category C01), Film, Film Craft, Mobile & Music (Section A) Spikes, as well as Branded Content, Digital Craft, Film, Film Craft & Mobile Mediums in The Healthcare Spikes in the 2023 Spikes Asia Awards, according to the below allocation of points.

If a Production Company has more than one office in a country, points from those offices will be aggregated. Points will be aggregated where: (a) the offices share a Legal/Trading Name (e.g. 'Production Company A, New York' and 'Production Company A, Chicago'); or (b) the offices share the same owner and are different branches of the same company.

2. **Points:** The allocation of points used to calculate the Spikes Palm Special Award is as follows:

30 points for a Grand Prix Spikes Award, including Grand Prix for Good Spikes Award

15 points for a Gold Spikes Award

15 points for all other Spikes Awards

7 points for a Silver Spikes Award

3 points for a Bronze Spikes Award

1 point for a shortlist position

- 2.1. Production Companies credited in the Production Role in Digital Craft, Entertainment (Section A and Category C01), Film, Film Craft, Mobile & Music (Section A) Spikes will automatically contribute to the Spikes Palm Special Award; and
  - 2.2. Production Companies credited in the Production Role in Branded Content, Digital Craft, Film, Film Craft & Mobile Mediums within The Healthcare Spikes will also automatically contribute to the Spikes Palm Special Award.
  - 2.3. For the avoidance of doubt companies credited in the Post-production Role are not eligible to accrue points for the Palme d'Or Special Award.
3. **Calculation:** The winner of the Spikes Palm Special Award will be the Production Company that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.
    - 3.1. The total is calculated by adding:
      - 3.1.1. the total points from Spikes Awards that have been won by Production Companies; and
      - 3.1.2. the total points from the remaining shortlisted Entries of Production Companies.
    - 3.2. If an Entry is shortlisted and then goes on to win a Spikes Award, the shortlist point is no longer counted.
    - 3.3. The maximum number of points awarded to a Production Company for shortlisted Entries is 10.
  4. **Shared Points:** If a shortlisted or winning Entry has been credited to more than one Company the points awarded to the Entry will be divided equally among the Companies credited.
  5. **Campaign Points**
    - 5.1. If an Entry is awarded a Campaign Spikes Award, Entries will also be awarded Campaign Points.
    - 5.2. Where different Companies have been credited to separate Executions of an awarded Campaign Spikes Award, the points will be divided pro-rata. For example, if Production Company A is credited with only 1 Execution of a 4-part Multiple Executions of Works that wins a Silver Campaign Spikes Award, then Production Company A will receive 2.5 points (7 points for the Silver Spikes Award + 3 Campaign Points = 10 points divided by 4).
  6. **Total Tied Points:** In the case of a tie between the total number of points won by Production Companies, the winner will be determined in accordance with the following formula:
    - 6.1. the Production Company with the highest overall number of Spikes Awards, is the winner. If there is still a tie between Production Companies, then;
    - 6.2. the Production Company with the highest number of highest-ranking Spikes Awards is the winner. If there is still a tie between Production Companies, then;
    - 6.3. the Production Company with the most Campaign Points is the winner. If there is still a tie between Production Companies, then;
    - 6.4. the Production Company with the most Shortlist Points is the winner.



## STRATEGY & EFFECTIVENESS AGENCY OF THE YEAR SPECIAL AWARD

1. **Overview and Criteria:** The Strategy & Effectiveness Agency of the Year Special Award is given to the Agency that obtains the most points overall for Entries in Creative Effectiveness Spike and the Strategy & Effectiveness Spike, according to the below allocation of points.
2. **Points:** The allocation of points used to calculate the Asia-Pacific Agency of the Year Special Award is as follows:
  - 35 points for a Creative Effectiveness Grand Prix Spikes Award
  - 30 points for all other Grand Prix Spikes Awards
  - 15 points for a Gold Spikes Award
  - 15 points for all other Spikes Awards
  - 7 points for a Silver Spikes Award
  - 3 points for a Bronze Spikes Award
  - 1 point for a shortlist position
  - 2.1. Companies credited in an Idea Creation Role on all shortlisted or winning Awards in Creative Effectiveness Spike and the Strategy & Effectiveness Spike are eligible to accrue points towards the Strategy & Effectiveness Agency of the Year Special Award. The exact method for points calculation is outlined in the calculation section below.
3. **Calculation:** The winner of the Strategy & Effectiveness Agency of the Year Special Award will be the Agency that obtains the most points in aggregate for shortlisted or awarded Entries in accordance with the above allocation of points.
  - 3.1. The total is calculated by adding:
    - 3.1.1. the total points from Awards that have been awarded to Agencies; and
    - 3.1.2. the total points from the remaining shortlisted Entries of Agencies.
  - 3.2. If an Entry is shortlisted and then goes on to win an Award, the shortlist point is no longer counted.
  - 3.3. The maximum number of points awarded to an Agency for shortlisted Entries is 10.
4. **Multiple Entries:**
  - 4.1. If the same creative Work or Execution is entered more than once within one Spike and is shortlisted and/or wins multiple times, only the points for the highest Spikes Award or the highest points scoring Campaign Spike are counted. If the work or execution is only shortlisted within an Individual Spike, then only 1 point will be counted, regardless of the number of times it is shortlisted within that Spike.
    - 4.1.1. For example, if a piece of creative Work wins a Spikes Award and the same Work also wins another Spikes Award within that Spike, only the highest scoring Spikes Award counts. This rule is applied only within each Spike; that is, if work wins a Silver Spikes Award and a Gold Spikes Award in the creative Strategy Spikes, only the Gold points are counted. However, if the same Work wins a Silver Spikes Award in the Creative Effectiveness Spikes and a Gold Spikes Award in Creative Strategy Spikes, both the Silver and Gold points are counted.
5. **Shared Points:** If a shortlisted or winning Entry has been credited to more than Company with an Idea Creation Role, the points awarded to the Entry will be divided equally among the Companies credited.
6. **Campaign Points**
  - 6.1. If an Entry is awarded a Campaign Spikes Award, Entries will also be awarded Campaign Points.
  - 6.2. Where different Companies have been credited to separate Executions of an awarded Campaign Spikes Award, the points will be divided pro-rata. For example, if Agency A is credited with only 1 Execution of a 4-part Multiple Executions of Works that wins a Silver Campaign Spikes Award, then Agency A will receive 2.5 points (7 points for the Silver Spikes Award + 3 Campaign Points = 10 points divided by 4).
7. **Total Tied Points:** In the case of a tie between the total number of points won by Agencies, the winner will be determined in accordance with the following formula:
  - 7.1. the Agency with the highest overall number of deduped Spikes Awards is the winner. If there is still a tie between Agencies, then;
  - 7.2. the Agency with the highest number of highest-ranking deduped Spikes Awards is the winner. If there is still a tie between Agencies, then;
  - 7.3. the Agency with the most points, taking into consideration all duplicated Entries is the winner. If there is still a tie between Agencies, then;
  - 7.4. the Agency with the highest overall number of Awards, including the deduped Spikes Awards is the winner. If there is still a tie between Agencies, then;

7.5. the Agency with the most Campaign Points is the winner. If there is still a tie between Agencies, then;

7.6. the Agency with the most shortlist points, disregarding the cap of 10, is the winner.

**PART D –  
GRAND PRIX FOR GOOD RULES**

1. We recognise that it is difficult to judge work created for charities, not-for-profits or NGOs against for-profit work.
  - 1.1. The Grand Prix for Good is a specialist Spikes Award. Work cannot be entered directly but becomes eligible if it is awarded a Gold Spike Award or equivalent Spikes Award in any Spike excluding The Healthcare and the Brand is considered as a charity, not-for-profit organisation or NGO.
2. Eligibility
  - 2.1. An Entry is eligible for Grand Prix for Good if the work was produced for:
    - 2.1.1. one or more charities, not-for-profits or NGO Brands only;
    - 2.1.2. any event produced by charity, not-for-profit or NGO Brands where the profits are used for charitable aims only; or
    - 2.1.3. any event put on by charity, not-for-profit or NGO Brand where the profits are used for charitable aims only;
      - 2.1.3.1. examples of Entries that may be eligible for a Grand Prix for Good include work created for the following: charities; charitable funds; charitable foundations; appeals; donations; NGOs; not-for-profit unions & associations; and not-for-profit facilities such as libraries and museums (Entrants must provide evidence that the library or museum is not-for-profit).
  - 2.2. If a piece of work wins a Creative Effectiveness Gold Spikes Award in 2023 it will only be eligible for a Grand Prix for Good if it was only awarded a Silver or Bronze Spikes Award or was shortlisted only in 2021, 2020 or 2019.
  - 2.3. An Entry that is eligible for a Grand Prix for Good is not eligible for any other Grand Prix.
  - 2.4. An Entry is not eligible for Grand Prix for Good if it was produced for:
    - 2.4.1. any national or local government;
    - 2.4.2. a commercial/for profit Brand, regardless of the message in the Entry;
    - 2.4.3. a company that sells products or services for commercial gain, regardless of the use of the product;
    - 2.4.4. the purposes of paid recruitment, even if it is for a charity, not-for-profit or NGO Brand (e.g. recruitment for charities, medical establishments etc.); or
    - 2.4.5. any company that sells items not-for-profit, where this results in a corporate image or PR benefit for a for profit Brand.
3. For the avoidance of doubt if the Work creates profits for individuals or shareholders or creates PR or corporate image benefit for a Brand that creates profits for individuals or shareholders, the Entry will be ineligible for a Grand Prix for Good.
4. We have absolute discretion to decide if an Entry is eligible for a Grand Prix or a Grand Prix for Good. We retain the right to contact Brands or other interested parties to ask for any information we need to make that decision. Our decision shall be final and binding.

**GLOSSARY - PART A**

In these Rules and associated Entry Kits, unless otherwise stated, the following words shall have the following meanings:

<b>“2023 Festival Companies List”</b>	means the information in respect of the 2023 Entries which Ascential makes available online to Representatives, as set out in Clause 23 of Part B of these Rules, including all Companies credited in Entries to the 2023 Awards;
<b>“Additional Company”</b>	means a single office of any Company credited within an Entry as having held a non-Significant Role in relation to that Entry, which does not attract any points towards any Special Awards;
<b>“Additional Company Role”</b>	means any Company who contributed a non-Significant Role in relation to that Entry;
<b>Additional Requirements”</b>	means any additional Eligibility Requirements set out on our website <a href="https://www.spikes.asia/">https://www.spikes.asia/</a> (e.g. in an entry kit);

<b>“Affiliated”</b>	means a Company that satisfies the applicable Affiliation Test, in relation to the relevant Special Award for which it is eligible;			
<b>“Affiliation Test”</b>	means one of: the Healthcare Network Affiliation Test; the Media Network Affiliation Test; the Independent Affiliation Test; the Independent Healthcare Network Affiliation Test; or the Network Affiliation Test (together being the <b>“Affiliation Tests”</b> );			
<b>“Agency” (plural “Agencies”)</b>	means a single office of an advertising, communications, PR, design or other agency that is a service-based business dedicated to creating advertising and other forms of promotional marketing and communications in any media for Brands;			
<b>“Asia Pacific”</b>	means the region that includes the following locations: <table border="1" data-bbox="370 468 1402 931"> <tr> <td>Australia Bangladesh Bhutan Brunei Darussalam Cambodia China Chinese Taipei Fiji Hong Kong India Indonesia Japan Kazakhstan Kiribati Laos</td> <td>Macau Malaysia Maldives Marshall Islands Micronesia Mongolia Myanmar Nauru Nepal New Zealand Pakistan Palau Papua New Guinea Samoa Singapore</td> <td>Solomon Islands South Korea Sri Lanka Tajikistan Thailand The Philippines Tonga Turkmenistan Tuvalu Union of Myanmar Uzbekistan Vanuatu Vietnam</td> </tr> </table>	Australia Bangladesh Bhutan Brunei Darussalam Cambodia China Chinese Taipei Fiji Hong Kong India Indonesia Japan Kazakhstan Kiribati Laos	Macau Malaysia Maldives Marshall Islands Micronesia Mongolia Myanmar Nauru Nepal New Zealand Pakistan Palau Papua New Guinea Samoa Singapore	Solomon Islands South Korea Sri Lanka Tajikistan Thailand The Philippines Tonga Turkmenistan Tuvalu Union of Myanmar Uzbekistan Vanuatu Vietnam
Australia Bangladesh Bhutan Brunei Darussalam Cambodia China Chinese Taipei Fiji Hong Kong India Indonesia Japan Kazakhstan Kiribati Laos	Macau Malaysia Maldives Marshall Islands Micronesia Mongolia Myanmar Nauru Nepal New Zealand Pakistan Palau Papua New Guinea Samoa Singapore	Solomon Islands South Korea Sri Lanka Tajikistan Thailand The Philippines Tonga Turkmenistan Tuvalu Union of Myanmar Uzbekistan Vanuatu Vietnam		
<b>“Ascential” (also “we”, “us”, “our”)</b>	means Ascential Events (Europe) Limited, a company registered under company number 07814172, which has its registered address at c/o Ascential Group Limited, The Prow, 1 Wilder Walk, London, W1B 5AP, United Kingdom;			
<b>“Audience”</b>	means the intended consumer, internal or business to business recipient or readership of a publication, advertisement, marketing activity or other branded communication;			
<b>“Brand”</b>	for the purposes of the Entry system to mean the organisation whose products or services are being communicated in the Entry;			
<b>“Campaign Spikes Award”</b>	means a Spikes Award given for a series of two or more Executions of the same creative idea, advertising the same product/service, via the same medium; entered into the same Category within a Spike;			
<b>“Campaign Points”</b>	means those points which are awarded when a Campaign Spikes Award is awarded. For the purpose of calculating Campaign Points, a Campaign Spikes Award as a whole will be considered as one Spikes Award. The Entry’s shortlist points will be converted into a combination of points attributable to winning the Spikes Award and Campaign Points corresponding to the number of Executions within the Multiple Executions of Works. For example, where a Campaign Spikes Award, featuring three Executions, wins a Gold Campaign Spikes Award, the entry will be awarded fifteen points for the Campaign Spikes Award, plus two Campaign Points for the remaining Executions;			
<b>“Category”</b>	means a constituent category within a Section, e.g. A05. Automotive;			
<b>“Company” (plural “Companies”)</b>	means an Agency, Additional Company, Client/Brand, Post-Production Company or Production Company (whether incorporated or not, and in any corporate form);			
<b>“Declaration Form(s)”</b>	means Declaration Form 1 and, if required in accordance with the Network Affiliation Tests, part (c), Declaration Form 2.			
<b>“Declaration Form 1”</b>	means the form submitted by each Representative confirming that they have been authorised to validate the ownership or affiliation of Companies on behalf of their Network and/or Holding Company and that the information submitted is correct and true;			

<b>“Declaration Form 2”</b>	means the form submitted by the relevant Representatives to verify the affiliation of Companies with their Network and/or Holding Company in accordance with the Network Affiliation Tests, part (c);
<b>“Display”</b>	means a feature, display, exhibition or presentation of an Entry or Entries;
<b>“Dispute”</b>	has the meaning given to it in Clause 45 of Part A of these Rules;
<b>“Eligibility Requirements”</b>	has the meaning given to it in Clause 5 of Part A of these Rules;
<b>“Eligibility Period”</b>	means 1 December 2021 to 31 January 2023 inclusive;
<b>“Entrants” (also “you”, “your”)</b>	means the person, company or other legal entity that submits an Entry for consideration in the Spikes Asia Awards. If an Entry is shortlisted for or wins a Spikes Award, the Entrant is the entity which receives any trophies or certificates awarded.
<b>“Entry” (plural “Entries”)</b>	means the Work submitted by an Entrant for consideration in the Spikes Asia Awards (an Entry occurs when you submit an Entries Payment Form to us);
<b>“Entry Fee”</b>	means the amount paid by an Entrant to Ascential, at the time of entry into the Spikes Asia Awards and submission of the Entries Payment Form;
<b>“Entry Materials”</b>	means all materials you provide to us, including your Entry;
<b>“Entries Payment Form”</b>	means the online entry form required for the submission process (Entries are only accepted once this online payment form has been completed);
<b>“Execution”</b>	means a specific instance of branded communication, e.g. a particular TV spot, poster or branded event;
<b>“Festival”</b>	means the Spikes Asia Festival of Creativity, comprising of the Spikes Asia Awards and the Special Awards;
<b>“Festival Purposes”</b>	has the meaning given to it in Clause 18 of Part A of these Rules;
<b>“Final Deadline”</b>	means the deadline for each Representative to submit a signed Declaration Form and for: (a) providing information regarding ownership and/or affiliation of Agencies and Companies (in accordance with the relevant Affiliation Test or Ownership Test) for the purposes of calculations for Special Awards, which information must be verified by way of the Declaration Form; and (b) requesting any amendments to the credits in the 2023 Festival Companies List The Final Deadline for the 2023 shall be 5pm GMT on 23 February 2023, and references to expiry of the Final Deadline shall mean any point in time after 5pm GMT on 23 February 2023;
<b>“Guiding Principles”</b>	means the guiding principles set out in Part A of these Rules which indicate the spirit in which Ascential will interpret and apply all the Rules;
<b>“Grand Prix for Good Rules”</b>	means the rules for Grand Prix for Good Awards which are set out in Part D of these Rules;
<b>“Healthcare Agency”</b>	means an Agency where more than 50% of the Agency turnover is attributable to health and wellness, pharma or RX Client/Brands, products, services or messages and/or those products, services or messages associated with these sectors;



<b>“Healthcare Network”</b>	means one of the Healthcare Networks included in the list of Healthcare Networks set out in clause 14 of Part B of these Rules (as amended from time to time);
<b>“Healthcare Network Affiliation Test”</b>	means a test that will be satisfied by Companies if they: (a) include the Healthcare Network’s name in their Legal/Trading Name; or (b) are owned by an entity that shares the same Legal/Trading Name as the Healthcare Network; or (c) they: (i) have clear financial, creative and reporting lines to the Healthcare Network; (ii) are clearly and publicly acknowledged as affiliated, or aligned with, the Healthcare Network; (iii) the Creative Lead of the Healthcare Network is, directly or indirectly, the Creative Lead of the Company; and (iv) the Healthcare Network has the power to direct the management of such Company, (as verified by Declaration Form 2).
<b>“Healthcare Network Ownership Test”</b>	means a test that will be satisfied by Companies if they are 51% or more owned by: (a) the Healthcare Network Parent Company; or (b) a Subsidiary Company of the Healthcare Network Parent Company which is itself 51% or more owned by the Healthcare Network Parent Company;
<b>“Healthcare Network Parent Company”</b>	means the parent company of the Healthcare Network;
<b>“Holding Company”</b>	means one of the Holding Companies included in the list of Holding Companies set out in Clause 12 of Part B of these Rules (as amended from time to time);
<b>“Holding Company Ownership Test”</b>	means a test that will be satisfied by Companies if they are 20% or more owned by: (a) the Holding Company; or (b) a Subsidiary Company of the Holding Company which is itself 20% or more owned by the Holding Company;
<b>“Idea Creation Role”</b>	means any Company that was Significantly involved in the creation of the idea at the core of an Entry;
<b>“Independent Agency”</b>	means an Agency that is: (a) majority (51% or more) owned by its management or independent shareholders; and (b) not associated with any Holding Company or Network (excluding Independent Networks). For the avoidance of doubt, Agencies that are not part of a Network, but which are owned more than 20% by a Holding Company are not considered to be an Independent Agency. The number of offices an Agency has and the number of countries in which an Agency is located is irrelevant as to whether an Agency is an Independent Agency;
<b>“Independent Healthcare Network”</b>	means one of the Independent Healthcare Networks included in the list of Independent Healthcare Networks set out in Clause 17 of Part B of these Rules (as amended from time to time);

<p><b>“Independent Healthcare Network Affiliation Test”</b></p>	<p>means a test that will be satisfied by Companies if:</p> <p>(a) they include the Independent Healthcare Network’s name in their Legal/Trading Name;</p> <p>(b) they are owned by an entity that shares the same Legal/Trading Name as the Independent Healthcare Network; or</p> <p>(c) they: (i) have clear financial, creative and reporting lines to the Independent Healthcare Network; (ii) are clearly and publicly acknowledged as affiliated, or aligned with, the Independent Healthcare Network; (iii) the Creative Lead of the Independent Healthcare Network is, directly or indirectly, the Creative Lead of the Company; and (iv) the Independent Healthcare Network has the power to direct the management of such Company, (as verified by Declaration Form 2); or</p> <p>(d) they are a collection of independent Healthcare Agencies that identify themselves as a global Healthcare Network.</p>
<p><b>“Independent Healthcare Network Ownership Test”</b></p>	<p>means a test that will be satisfied by Companies if they are 51% or more owned by: (a) the Independent Network Parent Company; or (b) a Subsidiary Company of the Independent Network Parent Company which is itself 51% or more owned by the Independent Network Parent Company;</p>
<p><b>“Independent Network”</b></p>	<p>means one of the Independent Networks included in the list of Independent Networks set out in Clause 16 of Part B of these Rules (as amended from time to time);</p>
<p><b>“Independent Network Affiliation Test”</b></p>	<p>means a test that will be satisfied by Companies if:</p> <p>(a) they include the Independent Network’s name in their Legal/Trading Name;</p> <p>(b) they are owned by an entity that shares the same Legal/Trading Name as the Independent Network; or</p> <p>(c) they: (i) have clear financial, creative and reporting lines to the Independent Network; (ii) are clearly and publicly acknowledged as affiliated, or aligned with, the Independent Network; (iii) the Creative Lead of the Independent Network is, directly or indirectly, the Creative Lead of the Company; and (iv) the Independent Network has the power to direct the management of such Company, (as verified by Declaration Form 2).</p>
<p><b>“Independent Network Ownership Test”</b></p>	<p>means a test that will be satisfied by Companies if they are 51% or more owned by: (a) the Independent Network Parent Company; or (b) a Subsidiary Company of the Independent Network Parent Company which is itself 51% or more owned by the Independent Network Parent Company;</p>
<p><b>“Legal/Trading Name”</b></p>	<p>means either: (a) the legal name of the company (e.g. as registered with the relevant authority); or (b) the trading name of the company, where the company is able to demonstrate to our satisfaction use of this name in the ordinary course of business (e.g. by reference to invoices, contracts, terms and conditions, or the company’s website);</p>
<p><b>“Media Agency”</b></p>	<p>means an Agency that advises Brand owners and advertising agencies on a Brand’s position, messaging and creative communications;</p>
<p><b>“Media Network”</b></p>	<p>means one of the media networks included in the list of media networks set out in Clause 15 of Part B of these Rules (as amended from time to time);</p>
<p><b>“Media Network Affiliation Test”</b></p>	<p>means a test that will be satisfied by Companies if:</p> <p>(a) they include the Media Network’s name in their Legal/Trading Name;</p> <p>(b) they are owned by an entity that shares the same Legal/Trading Name as the Media Network; or</p> <p>(c) they: (i) have clear financial, creative and reporting lines to the Media Network; (ii) are clearly and publicly acknowledged as affiliated, or aligned with, the Media Network; (iii) the Creative Lead of the Media Network is, directly or indirectly, the Creative Lead of the Company; and (iv) the Media Network has the power to direct the management of such Company, (as verified by Declaration Form 2).</p>
<p><b>“Media Network Ownership Test”</b></p>	<p>means a test that will be satisfied by Companies if they are 51% or more owned by: (a) the Network Parent Company; or (b) a Subsidiary Company of the Network Parent Company which is 51% or more owned by the Network Parent Company;</p>

<b>“Media Placement Role”</b>	means a Company that worked Significantly or solely on the media strategy of the work being submitted or any other type of Company who worked Significantly on the media strategy;
<b>“Medium”</b>	means a single channel or branded messaging platform;
<b>“Mixed Ownership Companies”</b>	means any entity which is owned by two or more Companies;
<b>“Mixed Ownership Test”</b>	means a test that will be satisfied by each Company providing evidence of a minimum of 20% or more ownership in the Mixed Ownership Company that has been entered for a Spikes Award. Companies with less than 20% will not be treated as an owner unless they can evidence control over management, key decisions or hold voting rights;
<b>“Network”</b>	means one of the networks included in the list of networks set out in Clause 13 of Part B of these Rules (as amended from time to time);
<b>“Network Affiliation Test”</b>	means a test that will be satisfied by Companies if: (a) they include the Network’s name in their Legal/Trading Name; (b) they are owned by an entity that shares the same Legal/Trading Name as the Network; or (c) they: (i) have clear financial, creative and reporting lines to the Network; (ii) are clearly and publicly acknowledged as affiliated, or aligned with, the Network; (iii) the Creative Lead of the Network is, directly or indirectly, the Creative Lead of the Company; and (iv) the Network has the power to direct the management of such Company, (as verified by Declaration Form 2).
<b>“Network Ownership Test”</b>	means a test that will be satisfied by Companies if they are 51% or more owned by: (a) the Network Parent Company; or (b) a Subsidiary Company of the Network Parent Company which is itself 51% or more owned by the Network Parent Company;
<b>“Network Parent Company”</b>	means the ultimate, and common, parent company of a Network, Healthcare Network, Independent Healthcare Network or Independent Network;
<b>“Notice of Dispute”</b>	has the meaning given to it in Clause 45.1 of Part A of these Rules;
<b>“Owned”</b>	means a Company that satisfies the applicable Ownership Test, in relation to the relevant Special Award for which it is eligible;
<b>“Ownership Test”</b>	is the collective term used to describe one of: (a) the Healthcare Network Ownership Test; (b) the Holding Company Ownership test; (c) the Media Network Ownership Test; (d) the Network Ownership Test; or (e) the Mixed Ownership Test (together being the "Ownership Tests");
<b>“Post-production on Company”</b>	means a single office of a Post-production Company which is responsible for all or any of the stages of production occurring after initial creation, shooting, recording and/or filming of content;
<b>“Post-production on Role”</b>	means a Company that had a Significant role in the post-production of the Entry being submitted. This can be any type of Company who worked Significantly on the post-production. This does not refer to Companies who solely produced the ‘case film’ for the Entry;
<b>“Production Company”</b>	means a single office of a Production Company which is responsible for the creation, shooting, recording and/or filming of content;
<b>“Production Role”</b>	means a Company that had a Significant role in the main production and visual concept of the Entry being submitted. This can be any type of Company who worked Significantly on the main creation, shooting and/or filming of content and/or visual concept. This does not refer to Companies who solely produced the ‘case film’ for the Entry; This does not refer to Companies that worked in post-production of the entry;
<b>“PR Role”</b>	means the Company which worked Significantly on the public relations ("PR") Campaign for the Entry being submitted. This can be any type of Company which worked on the PR Campaign;
<b>“Representative”</b>	has the meaning given in Clause 22.1 of Part B of these Rules;
<b>“Restriction”</b>	has the meaning set out in Clause 19 of Part A of these Rules;
<b>“Rules”</b>	means: (a) Part A of these Rules (General Terms and Conditions that apply to all Spikes and Special Awards); (b) Part B of these Rules (Additional Terms and Conditions that apply to Special Awards only); and (c) Part C of these Rules (Special Awards Rules); and (d) Part D of these Rules (Grand Prix for Good Rules); as applicable and as amended from time to time;
<b>“Scam Entry”</b>	has the meaning given in Clause 8 of Part A of these Rules;
<b>“Section”</b>	means a constituent section of a Spike;
<b>“Significant” or “Significantly”</b>	when used in reference to a Company's Role in relation to an Entry, shall mean the Company or Companies which contributed to the particular Role. At least one Company must be credited with the Role if there is any Company which meets at least one of the following criteria: (a) the Company contributed 20% or more of the key team members involved in carrying out the Role;

	(b) the Company contributed 20% or more of the total hours expended for that Role in relation to the particular Entry; (c) the Company received 20% or more of the billings/fees for that Role in relation to the particular Entry; (d) the Company was named on the contract with the advertiser and was clearly visible to the advertiser as having performed the relevant Role in relation to the particular Entry;
<b>“Special Award”</b>	means an award that is won by the calculation of points rather than being awarded by a jury. Points accrue upon Entries winning or being shortlisted for a Spikes Award (as further specified in these Rules);
<b>“Special Awards Rules”</b>	means the award-specific rules applying to each Special Award which can be found in Part C of these Rules;
<b>“Spike(s)”</b>	means a grouping of Sections, which are as follows:  Brand Experience & Activation Creative Data Creative Commerce Creative Effectiveness Design Digital Craft Direct Entertainment Film Film Craft Glass: The Award for Change HealthCare Industry Craft Innovation Integrated Media Mobile Music Outdoor PR Print & Publishing Radio & Audio Social & Influencer Strategy & Effectiveness
<b>“Spikes Asia Awards”</b>	means the part of the Festival where Entries are judged by juries with the outcome of awarding Spikes Awards & Special Awards;
<b>“Spikes Award”</b>	means an award which is determined by jury, and awarded during the Festival, given to an Entrant as a result of an Entry winning within a Category. References to types of Spikes Awards (e.g. Gold Spikes Award, Silver Spikes Award) are references to the specific rankings of the Spikes Awards;
<b>“Validation Process”</b>	means the validation process set out in Clauses 24 to 31 inclusive of Part B of these Rules;
<b>“Work”</b>	means a coordinated series of linked, single or multi-channel Executions with a single idea or theme.