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Advertising, Sponsorship and Marketing Law 2009

Practical Guidance on Key Regulatory and Negotiation Issues

In association with:

Osborne
Clarke



11 March 2009

Osborne Clarke, One London Wall,
London EC2Y 5EB

C&I Subscribed Members
Fee £265 + VAT

4½ Hours CPD

Previous attendees said:

"Most relevant course on the subject that I have attended"

"Good speakers – agenda well put together – very useful"

"Excellent – Friendly, relaxed and knowledgeable presenters"

9.30 Registration and Refreshments

10.00 Chairman's Welcome and Introduction

David Foley, Vodafone Limited

10.05 Aggressive/High Risk Advertising and Marketing

- Comparative advertising – how far can you go?
- References to individuals and news stories
- Major sporting events – how can non-sponsors leverage these?
- "Guerilla" marketing at or around events

Nick Johnson, Osborne Clarke

10.45 Digital Marketing Update

- Email - latest cases and thinking on opt-in/opt-out, viral and 'tick box' wording
- What marketing codes, if any, cover which digital channels?
- Mobile marketing dos and don'ts, location data use and bluecasting
- Key legal/regulatory aspects of search engine marketing, RFID and other platforms

Stephen Groom, Osborne Clarke

11.30 Refreshments

11.45 Prize Promotions

- The regime under the Gambling Act 2005
- How to avoid classic promotions pitfalls
- New issues under the Consumer Protection from Unfair Trading Regulations 2008
- Drafting issues for terms and conditions
- Some international issues

Anna Montes, Osborne Clarke

12.30 Lunch

1.30 Negotiating Advertising Agency Agreements

- Key provisions in agency/client agreements
- The IPA/ISBA/CIPS suggested standard terms
- Intellectual property ownership
- Compliance and agency liability
- Transparency
- TUPE considerations

Phil Lee, Osborne Clarke

2.15 Challenging your Competitors' Marketing

- The CAP/ASA self-regulatory system
- The Consumer Protection from Unfair Trading Regulations 2008
- Risks and potential benefits of ASA complaints
- Litigation options
- Sector-specific routes

Nick Johnson, Osborne Clarke

3.00 Refreshments

3.15 Negotiating Sponsorship Agreements

- An overview of different sponsorship deals
- Typical concerns for sponsor and rights-holder
- Key due diligence areas
- Remuneration structures
- Anti-ambush provisions

Carla Basso, Osborne Clarke and Gareth Rowlands, Visa Europe

4.00 Close

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Updated to reflect the Consumer Protection from Unfair Trading Regulations 2008, recent comparative advertising cases and other key developments, this C&I conference takes a practical look at areas such as negotiation of sponsorship agreements, key marketing compliance strategies, aggressive advertising campaigns and ambush

marketing, legal and regulatory options for challenging competitor claims and how to avoid prize promotion pitfalls. The conference is hosted by Osborne Clarke, whose highly-rated team runs the specialist website www.marketinglaw.co.uk and advises many of the leading UK and international brands and agencies on these areas.

Chairman: David Foley is Head of Commercial Law at Vodafone Limited. Amongst other things, he has overall responsibility for legal input on Vodafone UK's advertising and marketing compliance, as well as contractual arrangements relating to marketing and promotional activities. He has personally been involved in advising on major advertising campaigns, advertiser-funded programming projects and advertising agency agreements, as well as dealing with consumer issues and competitor challenges.

Speakers: Carla Basso is an associate in Osborne Clarke's highly rated media and marketing services team. She specialises in advising on intellectual property and commercial law for brand owners, agencies and media clients of all kinds. After qualifying at Lovells in 1994, Carla worked at Freshfields, and at the BBC, Entertainment Rights plc and Orange. She joined Osborne Clarke in 2006.

Stephen Groom is Head of Marketing and Privacy Law at Osborne Clarke. He has many years' experience of advising agencies and brand owners on advertising and marketing law issues. Stephen edits www.marketinglaw.co.uk, sits on the board of the Direct Marketing Association, chairs the UK Chapter of the Promotion Marketing Association and co-authored the latest edition of the Advertising and Marketing volume of Butterworths' *Encyclopaedia of Forms and Precedents*.

Nick Johnson is Head of Advertising and Sponsorship Law at Osborne Clarke and is based in the firm's City of London office. He was the architect of Osborne Clarke's specialist website www.marketinglaw.co.uk, is actively

involved with the UK's Advertising Law Group and is a board director of the European Sponsorship Association. He is one of the authors of the Advertising and Marketing volume of Butterworths' *Encyclopaedia of Forms and Precedents*.

Phil Lee is a senior solicitor in Osborne Clarke's media and marketing services team, with a particular focus on interactive entertainment, digital marketing and data protection issues. He regularly advises advertisers and agencies on a range of contractual and compliance issues. Phil trained at Denton Wilde Sapte and moved to Osborne Clarke in 2007.

Anna Montes is an associate in Osborne Clarke's media and marketing services team. She advises a variety of clients within the advertising and media sector on their marketing and sponsorship activities as well as all aspects of intellectual property, joint collaborations and general commercial contracts. Anna has previously worked in-house, both on the brand-owner side, handling a range of IP and sponsorship matters, and for an ad agency. She is the author of the legal notes column for *The Marketer* magazine and a member of the Direct Marketing Association's Mobile Marketing Council.

Gareth Rowlands is a solicitor in the legal department at Visa Europe. He has been actively involved over a number of years in European aspects of Visa's sponsorships of the Olympics, Paralympic Games and other properties, including providing on-the-ground legal support during Athens 2004 and Rugby World Cup 2007. He qualified in 1996 and has worked in-house in a range of different industries, including at Nortel.

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