



the global voice of
the legal profession®

Sponsorship opportunities



7th IBA European Corporate and Private M&A Conference

7–8 February 2019, Westin Paris – Vendôme, Paris, France

Sponsorship opportunities

7th IBA European Corporate and Private M&A Conference 2019

7–8 February 2019, Westin Paris – Vendôme, Paris, France

A conference presented by the IBA Corporate and M&A Law Committee

I am delighted to provide you with the sponsorship opportunities pack for the **7th IBA European Corporate and Private M&A Conference 2019**.

Last year's conference in Paris attracted over 400 delegates from 46 different countries across Europe, Asia, North America and Latin America.

If you would like to join our sponsors, there are three individual categories of sponsorship open to your firm including sponsorship of the conference lunches, refreshment breaks and reception, each of which include a complimentary delegate pass to the conference. Alternatively, it is possible to sponsor all of the networking events through our 'Headline social event sponsorship' package. This category has the added benefits of three complimentary delegate passes, the opportunity to have a corporate video played at the conference, your logo displayed across the whole conference and adverts in all the conference programmes.

Please note the IBA does not link sponsorship and speaking opportunities at its conferences and that all speaking opportunities are by invitation of the Conference and session Chairs.

This year's programme, devised by the Conference Co-Chairs, will include sessions on:

- Current legal developments in European private M&A
- The edge of tomorrow – Allocating risk between signing and closing in European M&A deals
- Earn-outs – Piece of cake or recipe for disaster?
- Data protection in the data room – what, when, to whom?
- From foe to friend – selling to a (direct) competitor – best practice and considerations
- Belt and suspenders – How to run a dual track transaction in Europe
- America first in M&A? – A comparison of the US, Japanese and European approach to certain deal terms
- General Counsel Forum – International M&A viewed from the General Counsel office

Now in its 7th year, the 2019 conference will bring together European and international lawyers, in-house counsel, investment bankers, accountants and specialists from mergers and acquisitions business involved in European M&A for one of the largest M&A networking events of the year.

Should you have any questions regarding sponsorship, please do not hesitate to contact me by email **andrew.webster-dunn@int-bar.org** or by phone at +44 (0)20 7842 0090.

I look forward to welcoming you as one of our sponsors and to working with you in the future.

Kind regards,



Andrew Webster-Dunn
*Head of Advertising and Sponsorship,
International Bar Association*

Tel: +44 (0)20 7842 0090

WhatsApp/Mob: +44 (0)7774 201690

iPhone: +44 (0)7940 731885

Sponsorship opportunities

Non-law firms only

ALL SPONSORSHIP PACKAGES ARE NON-EXCLUSIVE AND NON-NEGOTIABLE

Privacy policy – www.ibanet.org/web-privacy-policy.aspx

Benefits	Headline conference sponsorship £6,000	Associate conference sponsorship £4,000	Exhibitor display table £1,800
Complimentary sponsor delegate passes. Sponsor delegate passes, given away as part of a sponsorship agreement, cannot be used by speakers, panellists, Chairs or Co-Chairs, members of the press or adjudicators. Complimentary delegate passes can only be used by a representative of the sponsoring company in their capacity as a delegate. Registration of complimentary delegate passes must be completed no later than 14 days prior to conference commencement date.	Three	Two	
Complimentary attendance to all social events including ticketed dinners for named sponsor delegates	Three	Two	
Option to provide two minute promotional video of company, played as delegates enter meeting room prior to each session commencing. Video to be supplied in .WMV format.	•		
Sponsor logos to appear on all conference promotional materials from date of booking. (Logo to be supplied in EPS Vector format)	•		
Sponsor logo on the cover of the online and final programmes	•		
Sponsor logo to appear inside online and final programmes	•	•	•
Sponsor logo to appear on the conference holding presentation in main session room	•	•	
Sponsor logo to appear on general conference signage	•		
Sponsor logo on signage at conference reception	•		
Sponsor logo on signage at conference refreshment breaks	•		
Sponsor logo on signage at conference luncheon	•		
Sponsor/exhibitor logo and link on the conference website	•	•	•
Sponsor/exhibitor description linked to logo on conference website	500 words	300 words	100 words
Exhibitor display table	•	•	•
Two exhibitor passes (exhibition area only) Registration of exhibitor passes must be completed no later than 14 days prior to conference commencement date.	•	•	•
Full page greyscale advertisement to be included in the final programme. Artwork to be supplied no later than 14 days before the conference commencement date.	•		
Full page colour advertisement to be included in the online programme. Artwork to be supplied no later than 14 days before the conference commencement date.	•	•	
Conference working programme and list of firms attending, to be emailed to the main sponsor contact, in PDF format, one week prior to conference start date	•	•	
Sponsors acknowledged via IBA Sponsorship Twitter and LinkedIn accounts	•	•	•

[CLICK HERE TO BOOK](#)

[CLICK HERE TO BOOK](#)

[CLICK HERE TO BOOK](#)

IBA sponsorship packages do not include speaking opportunities. Speaking opportunities cannot be linked to sponsorship discussions or financial arrangements. Neither officers, nor representatives of the Sponsorship Department are authorised to agree, discuss or confirm speaking opportunities at an IBA conference as part of a sponsorship or financial agreement. Please notify Andrew Webster-Dunn, Head of Advertising and Sponsorship, International Bar Association on andrew.webster-dunn@int-bar.org if you are asked to sponsor a conference or event as a condition of an invitation to speak at the conference.

Should you wish to be considered for a speaking position at an IBA Conference, please email conferences@int-bar.org stating the conference of interest and ask to be put in touch with the relevant Conference Chair.

For further information on sponsorship please contact Andrew Webster-Dunn on andrew.webster-dunn@int-bar.org or telephone on +44 (0) 207 842 0090

Sponsorship opportunities

Available to all

ALL SPONSORSHIP PACKAGES ARE NON-EXCLUSIVE AND NON-NEGOTIABLE

Privacy policy – www.ibanet.org/web-privacy-policy.aspx

Benefits	Headline social event sponsorship £5,500	Conference reception sponsorship £3,000	Conference refreshment break sponsorship £3,000	Conference luncheon sponsorship £3,000
Complimentary sponsor delegate passes. Sponsor delegate passes, given away as part of a sponsorship agreement, cannot be used by speakers, panellists, Chairs or Co-Chairs, members of the press or adjudicators. Complimentary delegate passes can only be used by a representative of the sponsoring company in their capacity as a delegate. Registration of complimentary delegate passes must be completed no later than 14 days prior to conference commencement date.	Three	One	One	One
Complimentary attendance to all social events including ticketed dinners for named sponsor delegates	Three			
Option to provide two minute promotional video of company, played as delegates enter meeting room prior to each session commencing. Video to be supplied in .WMV format.	•			
Sponsor logo to appear inside online and final programmes. (Logo to be supplied in EPS Vector format)	•	•	•	•
Sponsor logo to appear on the conference holding presentation in main session room	•	•	•	•
Sponsor logo to appear on general conference signage	•			
Sponsor logo on signage at conference reception	•	•		
Sponsor logo on signage at conference refreshment breaks	•		•	
Sponsor logo on signage at conference luncheon	•			•
Sponsor logo and link on the conference website	•	•	•	•
Sponsor description linked to logo on conference website	500 words	300 words	200 words	200 words
Full page greyscale advertisement to be included in the final programme. Artwork to be supplied no later than 14 days before the conference commencement date.	•			
Full page colour advertisement to be included in the online programme. Artwork to be supplied no later than 14 days before the conference commencement date.	•			
Conference working programme and list of firms attending, to be emailed to the main sponsor contact, in PDF format, one week prior to conference start date	•			
Sponsors acknowledged via IBA Sponsorship Twitter and LinkedIn accounts	•	•	•	•

[CLICK HERE TO BOOK](#)

[CLICK HERE TO BOOK](#)

[CLICK HERE TO BOOK](#)

[CLICK HERE TO BOOK](#)

IBA sponsorship packages do not include speaking opportunities. Speaking opportunities cannot be linked to sponsorship discussions or financial arrangements. Neither officers, nor representatives of the Sponsorship Department are authorised to agree, discuss or confirm speaking opportunities at an IBA conference as part of a sponsorship or financial agreement. Please notify Andrew Webster-Dunn, Head of Advertising and Sponsorship, International Bar Association on andrew.webster-dunn@int-bar.org if you are asked to sponsor a conference or event as a condition of an invitation to speak at the conference.

Should you wish to be considered for a speaking position at an IBA Conference, please email conferences@int-bar.org stating the conference of interest and ask to be put in touch with the relevant Conference Chair.

For further information on sponsorship please contact Andrew Webster-Dunn on andrew.webster-dunn@int-bar.org or telephone on +44 (0) 207 842 0090

SPECIALIST CONFERENCE – EXHIBITION AND SPONSORSHIP TERMS & CONDITIONS 2019

Assignment of sponsorships

All sponsorships are **non-exclusive** and **non-negotiable**.

Interpretation and definitions

In this agreement, unless the context otherwise requires, the following definitions shall apply:

1. 'sponsorship' includes Headline Conference sponsor, Associate Conference sponsor, Headline social event sponsor, Exhibitor display table or any other category named by the IBA.
2. 'sponsor' means an organisation that is named as one of the Headline Conference sponsors, Headline social event sponsors, Exhibitor display or any other category named by the IBA.
3. 'IBA' means International Bar Association

Application/cancellation of sponsorship

Application for sponsorship must be made by completing the relevant online booking form. Invoices will be sent within 48 hours of the booking being placed. All invoices must be paid within 30 days of the date on the invoice. Invoices remaining unpaid at the commencement of the conference must be paid in full at the conference before delegate and or exhibitor passes are released. Invoices not paid at the conference, will be eligible for an additional charge on the outstanding amount, this charge will be two percent above the prevailing Bank of England base rate. All invoices must be paid in full, 30 days before the conference begins.

Exhibitor/sponsorship packages, including benefits and costs cannot be shared between firms or companies.

Cancellation of sponsorship, once the logo has been uploaded to the website will result in a £1,000 GBP release fee. If cancellation is made 60 days or less prior to the Conference start date, sponsorship fees will be charged at the full amount.

Cancellation of sponsorship must be directed in writing to:
Andrew Webster-Dunn, Head of Advertising and Sponsorship, International Bar Association, 4th Floor, 10 St Bride Street, London EC4A 4AD United Kingdom.

No discount or refund will be given for non-use of benefits by the sponsor associated with a sponsorship package.

No deductions or withholdings

All fees payable to us by you in accordance with the terms contained in this 'Information' section shall be paid free and clear of all deductions or withholdings whatsoever.

If any deductions or withholdings are required by law to be made from any fees payable to us by you under the terms contained in this 'Information' section you shall pay such sum as will, after the deduction or withholding has been made, leave us with the same amount as we would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

If we obtain the benefit of any tax credit or other relief by reference to any such deductions or withholdings, then we shall repay to you such amount as, after such repayment has been made, will leave us in no worse position than we would have been had no such deductions or withholdings been required.

Contract acceptance

The acceptance of the booking shall be at the discretion of the IBA, and upon acceptance, becomes a contract. By completing the online booking form, the sponsor agrees to comply with, and be subject to, the terms and conditions contained in this document. The IBA reserves the right to refuse or deny sponsorships to prospective companies, with no explanation.

Mailing lists

Mailing lists given as part of a sponsorship arrangement are subject to third-party exclusions and will not include email addresses or telephone numbers.

Sponsorship and speaking at an IBA conference

Under IBA Policy, speaking opportunities at an IBA conference or event must NOT be linked to sponsorship discussions or financial arrangements of any kind. Neither officers, nor representatives of the Sponsorship Department are authorised to agree, discuss or confirm speaking opportunities at an IBA conference as part of a sponsorship or financial agreement. Please notify Andrew Webster-Dunn, Head of Advertising and Sponsorship, International Bar Association on andrew.webster-dunn@int-bar.org if you are asked to sponsor a conference or event as a condition of an invitation to speak at the conference.

Conference Chair and Co-Chairs

Conference Chair and Co-Chairs are not authorised to agree sponsorship programmes, costs or benefits. Any sponsorship arrangements made by a Conference Chair and Co-Chairs of the said conference will be subject to amendments to comply with IBA policy.

Complimentary sponsor delegate badges

Sponsor delegate badges, given as part of a sponsorship agreement, **cannot** be assigned to *speakers, panellists, Chair or Co-Chairs, members of the press or adjudicators*. A sponsor delegate badge can only be used by a representative of the sponsoring company in their capacity as a delegate. Delegate badges cannot be shared by multiple people. Delegate badges must be worn and visible at all times. Sponsor delegate badges entitle the delegate to the same benefits as a paying delegate. Sponsor delegate badge holders may attend all non-ticketed social events, sessions and purchase tickets to any other IBA ticketed social events. Sponsor delegate badges cannot be exchanged between colleagues. The delegate badge is valid for the duration of the conference, for the named delegate. Sponsor delegate badges must not be altered or covered. A Sponsor delegate online registration form must be completed by the sponsor in order to obtain the

Sponsor delegate badge. Notification of changes to free delegate passes must be sent via e-mail, to the appropriate member of the IBA Sponsorship team no later than five working days prior to the commencement of the conference. No amendments will be made at the event, only the people on the registration form may attend the conference. No discount or refund will be given for non-use of complimentary delegate passes.

IBA best practices policy for attendees, exhibitors and sponsors

IBA provides opportunities for sponsors to have direct exposure to conference attendees during the sponsored conference defined in this document. All conference sponsors are expected to abide by the following policy: (1) conference sponsors will not detract from any other company's investment by competing with the sponsored event, e.g., the hosting of an event at the same time as an IBA sponsored event; (2) conference sponsors will not interfere with another sponsor's or exhibitor's communication with an attendee communication, either directly or indirectly, e.g., the distribution of brochures or other collateral outside of a designated area/exhibit booth. These and other similar actions will be considered unacceptable, and will be prohibited except with the explicit written permission of IBA. All attendees, regardless of whether they sponsor, exhibit or network at an event, are subject to the guidelines of this policy. Attendance at the conference signifies agreement to this policy and subsequent consequences if violated.

Liability

Sponsors assume entire responsibility and hereby agree to protect, indemnify, defend and hold the IBA and its employees and agents harmless against all claims, losses and damages to persons or property, government charges or fines and attorney fees arising from or caused by the sponsor's installation, removal, maintenance, occupancy or use of conference premises or a part thereof, excluding any such liability caused by the sole negligence of the venue, its employees and agents.

Exhibitors and the exhibition hall

Law firms cannot exhibit or distribute literature promoting their firm at an IBA specialist conference. Exhibitors are not permitted to sublet, promote or distribute books, magazines, journals or printed literature promoting products or services which are not owned, produced or published by the paying exhibitor. Exhibiting companies are not permitted to distribute promotional literature on behalf of law firms or law firm associations. Exhibitors found to be in breach of the above clauses will be instructed to stop or risk expulsion from the exhibition hall.

Exhibitor attendance and badges

The maximum number of exhibitor passes allocated per booth is two, no exceptions will be given. Exhibitor badges cannot be used by lawyers and must be employed by the exhibiting company. Each exhibitor must wear an official IBA conference badge. Exhibitor badges cannot be assigned to another person at the conference. Only those registered prior to the conference may attend the event. Any other non-registered attendees will be asked to leave. Exhibitor passes must not be altered or covered. The exhibitor pass is valid for the duration of the conference. With the exception of the first or only conference reception, exhibitors are not permitted to attend conference social functions. Lunches and refreshment breaks are not provided as part of an exhibition or sponsorship package, therefore, exhibitor personnel are not permitted to attend lunches or refreshment breaks; those who do will be asked to leave. Exhibitors are not permitted to invite guests to the conference or exhibition. Notification of changes to exhibition staff must be sent via email, to andrew.webster-dunn@int-bar.org no later than five working days prior to the commencement of the conference. No additional badges will be issued at the event.

Exhibitor use of space/promotional materials

When exhibiting all solicitation, demonstration or other promotional activities must be confined to the limits of the area assigned. No sponsor can distribute promotional materials in a break out room or session. Literature on display shall be limited to reasonable quantities. A company's promotional materials should not interfere with any other company's sponsorship or exhibition. A sponsor is prohibited from distributing copyrighted materials. Law firms and organisations that provide legal advice as part of their day-to-day business cannot distribute promotional materials regarding their firm, partners, employees or exhibit at an IBA conference.

Any space not claimed and occupied for which no special arrangements have been made by noon on the day of the conference, may be removed, resold or reassigned by the IBA to eliminate empty spaces in the exhibit hall. The IBA will not refund any part of the booth rental and exhibitors will be liable for the full rental amount. Exhibitors may not assign or sublet any space allotted to them and may not advertise or display goods other than those manufactured or sold by them in the regular course of their business.

Scheduled exhibition dates and hours

Scheduled exhibition times are from 08:00hrs through to the end of the last working session specified in the programme for each day.

Installation of exhibits

Exhibitors must have display materials unpacked and ready for display, with all packaging cleared away before 08:00hrs on the commencement date of the conference. No work will be permitted once the conference registration desk has opened and the first delegate has arrived. Installation can be completed once delegates have begun the first session.

Booth construction and arrangement

IBA arranges for the erection of necessary draped tables of uniform style. All exhibits must be confined to the special limits of the booth as indicated on the floor plan or by the IBA conference organisers. The exhibition booth rental fee includes a table approximately 6' wide x 2' deep and two side chairs. No part of the display,

SPECIALIST CONFERENCE – EXHIBITION AND SPONSORSHIP TERMS & CONDITIONS 2019

except equipment therein, is permitted in excess of 8' in height without prior permission granted by the IBA. Booths shall not present an objectionable side appearance when viewed from adjoining booth areas. All exhibitor displays must stay within the parameters of the space allocated.

Care of exhibition space and building

The exhibitor shall care for and keep occupied space in good order. Special cleaning and dusting of the booth and display equipment and material will be the exhibitor's responsibility. Exhibitors may not place anything in the exhibition space common areas. Exhibitors, or their agents, must not injure or deface the wall or floors of the building. When such damage appears, the exhibitor is liable to the owner of the property so damaged. Electrical wiring must conform to the health and safety regulations of the country in which the event is held. Combustible materials or explosives are not permitted in the exhibition area. All exhibits shall serve the interests of the members of IBA and be operated in a way that does not detract from other exhibits or the conference. Conference management determines the acceptability of persons, things, conduct, sound equipment and/or printed material and reserves the right to require the immediate withdrawal of any exhibit which is believed to be injurious to the purpose of IBA. In the event of such restriction or eviction, IBA is not liable for any refund of exhibition fees or any other exhibition-related expenses.

Exhibition freight

Exhibitors are responsible for the delivery and removal of their freight to and from the conference venue. The IBA is unable to assist in the shipment of materials to and from the conference. All freight must be labelled exactly as specified by the IBA. The IBA will not be held responsible for the loss of any freight materials, especially those incorrectly labelled. Information on shipping can be obtained by contacting Jenny Rote at andrew.webster-dunn@int-bar.org and +44 (0)20 7842 0090.

Removal of exhibits

No exhibitor shall commence dismantling or packing product before the end of the final coffee break on the last day of the conference. It is the responsibility of each exhibitor to arrange with the conference venue for the storage of materials until collected by courier or shipping company. The IBA will not act on behalf of an exhibitor for the collection of any freight. All materials remaining after the conference closes or at a time specified by an IBA representative, may be removed and destroyed by the conference venue staff, if arrangements have not been made for storage or collection. The IBA will not be held responsible for any items left behind.

Sales, samples and souvenirs

No goods are to be sold for delivery on the floor. Orders may be taken for future delivery. Free samples and souvenirs may be given away at your designated booth only. The placing of unauthorised promotional literature or gifts at an IBA conference or social event is strictly forbidden. All unauthorised items will be removed and in the first instance returned to the representative of the relevant company. All subsequent items will be removed and disposed of without notification.

Social event sponsors

Sponsors of IBA social events are **NOT** permitted to erect or display signage, or distribute gifts or promotional literature of any kind. No speeches by sponsors are permitted during the sponsored event. The collection of delegate data at an IBA social event is strictly prohibited.

Conference signage/banners logo placements

The logo of a social event sponsor will appear on signage at the relevant sponsored event. Headline Conference, Associate Conference, and Headline social event sponsor logos will appear on a separate SIGN/BANNER to the individual social event sponsors. The number of banners and signs at a conference will be determined by the IBA.

Artwork

The IBA will not make amendments to materials supplied for advertisement, where the materials do not conform to IBA's published requirements. Please note that logos will be sized to fit into a box 150 (w) x 60 (h) pixels, when used on the IBA website. All artwork will be used as supplied. Any amendments may incur additional charges.

Programme logo placements

Logos attributed to organisations supporting and/or sponsoring a specialist conference will appear inside the conference programme along the bottom of the conference page in the following category order: Headline social event, Associate conference, Conference dinner, Conference reception, Conference luncheon, Conference refreshment breaks and Conference breakfast. Logos within a sponsorship category will be listed in alphabetical order from left to right. Only logos for co-sponsors and Headline Conference sponsors are permitted to appear on the front cover of a specialist conference programme and on the holding slide of the conference. These will be placed in alphabetical order from left to right. All artwork will be used as supplied. Any amendments may incur additional charges.

Programme – advert placements

Adverts attributed to organisations supporting and/or sponsoring a specialist conference will appear at the back of the online and final conference programme. Adverts will appear in category order as follows: Headline Conference, Headline Social Event Sponsor, Associate Conference Sponsor and Conference dinner sponsor. Within each category of sponsorship adverts will appear in alphabetical order. All adverts within the conference final programme will be in black and white, adverts appearing in the online programme will be in colour.

Website logo placements

Logos attributed to organisations supporting and/or sponsoring a specialist conference will appear on the conference website in the following category order: Headline conference, Headline social event, Associate conference, Conference dinner, Conference reception, Conference luncheon, Conference refreshment breaks, Conference breakfast, exhibitor, supporters and lanyards. Logos within a sponsorship category will be listed in alphabetical order, from top to bottom. All artwork will be used as supplied. Any amendments may incur additional charges.

Committee webpage logo placements

Logos attributed to organisations sponsoring a specialist conference will appear on the Committee webpage in category order as follows: Headline Conference and Headline Social Event Sponsor. Within each category of sponsorship adverts will appear in alphabetical order.

Promotion video

Maximum duration of promotional video is to be two minutes. Only content relevant to the sponsoring company will be shown. Video to be played as delegates enter meeting room prior to each session commencing. Video content will appear in category order as follows: Headline Conference and Headline Social Event Sponsor. Within each category of sponsorship, video content will appear in alphabetical order.

Function space

It is understood that no rooms, suites or other space in the conference hotel are to be used for exhibition purposes, workshops or other exhibitor sales-related use. Hosting invitational cocktail parties, open houses and similar exhibitor-sponsored affairs, should be checked with the IBA conference management so as not to conflict with any of the programmed events.

Insurance

All exhibitors are strongly urged to obtain insurance coverage against damage or loss and public liability insurance against injury to the person or property of others. Exhibition materials should be covered from the time they are shipped, through move-in, exhibit dates, move-out and until all materials have been received at the point of origin. The exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibitor's display, equipment and other property brought upon the premises of the venue and shall indemnify and hold harmless the IBA from any and all such abuses, damages and claims.

Compliance

The exhibitor agrees to abide by and comply with all the Terms & Conditions, including any amendments that conference management may make from time to time, set out in this document. The exhibitor further assumes all responsibility for compliance with all pertinent laws, ordinances, regulations and codes of duly authorised local, state and federal governing bodies concerning fire, health and safety as well as the rules and regulations of the operators of and/or owners of the property where the conference is held.

Conference postponement or cancellations

IBA at its discretion shall have the right to postpone or cancel the conference and shall be liable in no way to the sponsor for losses resulting from such delay or cancellation. IBA will not be liable for fulfilment of this contract as to the delivery of exhibition space if non-delivery is due to any of the following causes including, but not limited to: damage caused by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, or for any cause beyond IBA's control. It will, however, in the event of it not being able to hold a conference for any of the above named reasons, reimburse the sponsor for the amount already paid for the sponsorship.

IBA Privacy Policy

<https://www.ibanet.org/web-privacy-policy.aspx>

Amendments

Any and all matters and questions not specifically covered by the preceding regulations shall be subject to the decision of the IBA. Sponsors shall be notified in writing of any amendments to these regulations.

Questions

Contact Andrew Webster-Dunn, Head of Sponsorship, International Bar Association, at +44 (0)20 7842 0090 or e-mail at andrew.webster-dunn@int-bar.org

Governing law and jurisdiction

This Agreement shall be exclusively governed and construed in accordance with the laws of England and Wales without regard to Headlines of conflicts of law.