

**ITV COMMERCIAL,
A DIVISION OF ITV BROADCASTING LIMITED
SPONSORSHIP AGREEMENT
Sponsorship Terms and Conditions**

1. Interpretation

- 1.1. This Agreement comprises the Sponsorship Deal Arrangements together with these Sponsorship Terms and Conditions including the Glossary and any additional schedules referred to in the Sponsorship Deal Arrangements.
- 1.2. In the event of a conflict between the terms of the Sponsorship Deal Arrangements and the terms of these Sponsorship Terms and Conditions the terms of the Sponsorship Deal Arrangements shall prevail.
- 1.3. In this Agreement words and expressions shall have their ordinary meaning unless defined in the Sponsorship Deal Arrangements, in these Sponsorship Terms and Conditions or the Glossary scheduled hereto, and unless the context requires otherwise:
- (a) references to clauses, schedules and sub-divisions of them in these Sponsorship Terms and Conditions are references to the clauses of, and schedules to, these Sponsorship Terms and Conditions, and sub-divisions of them respectively unless otherwise stated;
 - (b) references to any statute or statutory provision or regulatory code of practice shall include reference to any statute or statutory provision or regulatory code of practice which amends, extends, consolidates or replaces the same and shall include any directions, orders, regulatory codes of practice, instruments or other subordinate legislation made under any relevant statute or statutory provision;
 - (c) references to a "person" shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, institution, trust or agency, whether or not having a separate legal personality;
 - (d) references importing a particular gender include all genders and references importing the singular include the plural and vice versa;
 - (e) the words "include", "including" and "in particular" shall not be interpreted as limiting the generality of any foregoing words;
 - (f) any reference to a "party" or "parties" shall unless otherwise stated mean a party or the parties to this Agreement; and
 - (g) headings and sub-headings are inserted for convenience only and shall be ignored in construing this Agreement.
- 1.4. The schedules to these Sponsorship Terms and Conditions are incorporated into this Agreement only to the extent that they are referenced in the Sponsorship Deal Arrangements.

2. Sponsorship Fee and Payment

- 2.1. If the Sponsor fails to make any payment when due then without affecting any other rights which it may have, ITV Commercial may (at its sole discretion):
- 2.1.1. suspend:
- (a) the broadcast or transmission of the Sponsor Credits; and / or

- (b) any service(s) or licence(s) set out in the Sponsorship Deal Arrangements

until the relevant amount is paid, and charge (in addition to all other sums due under this Agreement) any costs associated with removing the Sponsor Credits;

2.1.2. charge interest on any unpaid amount (inclusive of VAT) at a rate of 2% (two percent) above the base rate from time to time of Barclays Bank plc to run from day to day (both before and after any judgment) from the due date until payment in full is received;

2.1.3. require full payment immediately on demand of all outstanding monies including any future instalments of the Sponsorship Fee; and/or

2.1.4. treat this Agreement as repudiated and terminate it forthwith.

2.2. ITV Commercial and the Sponsor acknowledge that for the purposes of standard industry practice the Sponsorship Gross Fee (if applicable) represents the 'gross' value of the sponsorship under this Agreement, including commission for the Sponsor's Agent. The Sponsor acknowledges and agrees that ITV Commercial is in no way liable for the payment of any commission to the Sponsor's Agent or otherwise and that if the Sponsor's Agent fails to perform any relevant obligation under this Agreement on the Sponsor's behalf (including without limitation paying the Sponsorship Fee) then the Sponsor shall remain liable for the full performance of such obligation.

2.3. The Sponsor may not withhold, make deduction from or set off against payments for any reason.

2.4. All sums payable under this Agreement are exclusive of any value added tax that may be payable by either party. Invoices will include value added tax at the relevant rate on the date of invoicing.

3. **The Sponsor's Agreements and Obligations**

3.1. The parties acknowledge that all Editorial Decisions shall be made entirely at the sole discretion of the relevant broadcaster.

3.2. The Sponsor hereby grants ITV Commercial an exclusive, royalty-free, fully paid licence to use, broadcast and transmit the Sponsor Credits and a non-exclusive, royalty-free, fully paid licence to use, broadcast and transmit all other Sponsor Materials in accordance with this Agreement.

3.3. The Sponsor shall not acquire any rights (including without limitation Intellectual Property Rights) in or associated with the Programme as a result of this Agreement.

3.4. Any Intellectual Property Rights in the Sponsor Materials (which do not become inextricably connected with any Intellectual Property Rights of ITV Commercial or its licensors) shall, as between the parties, be the property of the Sponsor.

3.5. The Sponsor shall cooperate fully with ITV Commercial and provide free of charge all assistance that is reasonably required as a result of any challenge by any regulatory body including Ofcom or complaint from any third party in connection with this Agreement including the sponsorship of the Programme.

3.6. The Sponsor warrants, represents and undertakes that:

3.6.1. it is the sole owner of and/or controls and/or is licensed to use all rights (including, without limitation, all the Intellectual Property Rights) in the Sponsor Materials and each constituent element of the Sponsor Materials including, without limitation the

Sponsor Logo, Text Sponsorship Message and Spoken Sponsorship Message, and any footage or music incorporated in the Sponsor Credits;

- 3.6.2. the Sponsor Materials (i) do not contain any obscene, offensive or defamatory material; (ii) shall comply at all times with Applicable Laws; and (iii) shall not put ITV Commercial or the Television Network in breach of Applicable Laws;
 - 3.6.3. the Sponsor Credits do not contain any (i) on screen text other than the Text Sponsorship Message; (ii) spoken words other than the Spoken Sponsorship Message; (iii) references to or logos of or representations of (whether spoken, in text or picture form) any entity other than the Sponsor. For the purposes of this clause any subsidiaries of the Sponsor, parent company of the Sponsor or other divisions within the Sponsor shall be deemed to be entities which are not the Sponsor;
 - 3.6.4. the specific products or services being promoted in the Sponsor Credits shall be safe and comply with all Applicable Laws in force from time to time;
 - 3.6.5. the broadcast and/or transmission and/or other use of the Sponsor Materials by ITV Commercial and/or the Television Network in accordance with this Agreement on any media or platforms including without limitation digital terrestrial, digital satellite, cable, broadband, IPTV or mobile platforms, whether by linear or non linear means, shall not infringe the rights (including but not limited to Intellectual Property Rights) of any third party;
 - 3.6.6. it has and will retain good title and authority to enter into and perform its obligations under this Agreement and is not bound by any previous agreement which adversely affects this Agreement;
 - 3.6.7. it will comply with all applicable laws and/or regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010; and
 - 3.6.8. it will immediately notify ITV Commercial in writing if the Sponsor or its employees, agents or other persons who perform or have performed services for or on behalf of the Sponsor is investigated by any law enforcement agency or customer in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws.
- 3.7. Without prejudice to clause 7, the Sponsor shall ensure that any promotion of its sponsorship or other rights under this Agreement shall be subject to ITV Commercial's prior approval. The Sponsor represents, warrants and undertakes that such promotion shall comply with all Applicable Laws and shall not be obscene, offensive, blasphemous, pornographic, unlawful or defamatory and shall not cause injury to, invade the privacy of or otherwise infringe or violate the rights of ITV Commercial or any third party. To the extent that the Sponsor makes any communications by social media, such communications must also comply with any and all third party terms that govern the social media platform. If ITV Commercial and/or any social media platform objects to any communications made by the Sponsor for any reason, the Sponsor shall immediately remove or amend (as directed by ITV Commercial) such communications.

4. The Sponsor Credits

- 4.1. At the request of ITV Commercial and in accordance with ITV Commercial's specifications and delivery instructions, the Sponsor shall, at no cost to ITV Commercial, supply ITV Commercial with the Sponsor Credits on the Technical Materials. The Sponsor shall supply ITV Commercial with updated Sponsor Credits on new Technical Materials on each occasion that the Sponsor Credits are amended in accordance with this Agreement, at the Sponsor's own cost. For the avoidance of doubt, if ITV Commercial receives Sponsor Credits that do not comply with ITV's specifications, delivery instructions or the Technical Materials, ITV Commercial will be unable to broadcast the Sponsor Credits. Any

consequent amendments that the Sponsor needs to make to the Sponsor Credits shall be at the Sponsor's own cost.

4.2. ITV Commercial shall have the right to pre-approve the Sponsor Credits. If in ITV Commercial's reasonable opinion changes to the Sponsor Credits are necessary to comply with the provisions of this Agreement and/or Applicable Laws and/or to meet ITV Commercial's creative or technical specifications, the Sponsor shall make such changes at its own cost.

4.3. At least one week prior to the broadcast and/or transmission of the Sponsor Credits by ITV Commercial the Sponsor shall provide ITV Commercial with all such details regarding the rights in music contained in the Sponsor Credits as may be required by PRS in relation to the broadcast and/or transmission thereof.

5. **Term and Termination**

5.1. This Agreement shall remain in force for the period of the Term unless terminated earlier in accordance with its terms.

5.2. Without prejudice to its other rights and remedies (whether provided by law, equity or this Agreement), either party may terminate this Agreement forthwith at any time by giving notice in writing to the other party if:

5.2.1. the other party commits a material breach of this Agreement and provided that such breach is capable of remedy, fails to remedy the same within 10 Business Days after receipt of a written notice from the other party giving full particulars of the breach and requiring it to be remedied; or

5.2.2. a petition is presented or a meeting convened for the purpose of considering a resolution for the making of an administration order, the winding up, striking off, bankruptcy or dissolution of the other party or if the other party stops payment or ceases or threatens to cease to carry on its business or is or shall become unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

5.2.3. the other party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or if a person becomes entitled to appoint a receiver over the assets of the other party or if a receiver is appointed over the other party or its assets or any part thereof or a resolution is passed for such appointment or if an administrator is appointed over the other party or if an administration order is made in relation to the other party or if an application is made to court for the appointment of an administrator over the other party or if a notice of intention to appoint an administrator is given over the other party; or

5.2.4. the other party enters into, or any step is taken, towards any procedure analogous to the procedures set out in 5.2.2 or 5.2.3 above under the laws of any jurisdiction.

5.3. Termination or expiry of this Agreement shall not affect any rights of either party in respect of any antecedent breach of this Agreement by the other party nor shall it affect any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either party.

5.4. On termination or expiry of this Agreement, (i) each party shall promptly return to the other or permit the other to collect all items in the possession of the other which are the other party's property and each party shall immediately cease to use the Intellectual Property Rights of the other; and (ii) in the event that such termination or expiry of the Agreement has been caused by the Sponsor's breach, any portion of the Sponsorship Fee not yet paid shall become due and payable.

6. **Liability**

- 6.1. Subject to clause 6.4 neither party shall be liable to the other, whether in tort, contract or otherwise, for any anticipated loss of profit, loss of profit (whether direct or indirect), loss of opportunity, loss of goodwill and/or any loss which is indirect, consequential or economic or which was not, at the time this Agreement was made, a reasonably foreseeable result of such a breach (whether or not in practice it arises as a direct and natural result of a breach of this Agreement).
- 6.2. Subject to clause 6.4 ITV Commercial's maximum aggregate liability for any loss or damage in respect of any claims arising out of or in connection with this Agreement whether in contract, tort or otherwise shall not exceed the total amount of the Sponsorship Fee paid by or on behalf of the Sponsor and received by ITV Commercial in cleared funds.
- 6.3. The Sponsor will indemnify and keep indemnified ITV Commercial against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by ITV Commercial arising from any breach by the Sponsor of the warranties set out in this Agreement and (if a Promotional Licence has been granted) arising from any breach by the Sponsor of any terms of the Promotional Licence (whether foreseeable or unforeseeable).
- 6.4. Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing this Agreement in respect of any fraud including fraudulent misrepresentation.
- 6.5. Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under this Agreement are excluded insofar as it is possible to do in law.
- 6.6. The Sponsor acknowledges that ITV Commercial may deem it necessary to alter or suspend normal programming on the Television Network to provide coverage of an Event of National Importance. Such coverage may necessitate the rescheduling of the transmission or broadcast of the Programme and/or the Sponsor Credits. The Sponsor agrees that any such rescheduling pursuant to this clause shall not constitute a breach of this Agreement. For the avoidance of doubt if ITV Commercial cannot reschedule the affected episodes the provisions of clause 6.7 shall apply.
- 6.7. In the event that ITV Commercial fails to broadcast or transmit or procure the broadcast or transmission of the Sponsor Credits on the Television Network in accordance with clause 4.1 of the Sponsorship Deal Arrangements (other than where such failure is due to a Force Majeure Event) and this failure is reasonably considered to substantially affect the value of the Sponsor's rights under this Agreement, then the Sponsor shall be entitled to an equitable pro rata reduction in the Sponsorship Fee, subject to any special arrangements set out in the Sponsorship Deal Arrangements. The same shall constitute the Sponsor's sole remedy in respect of any such breach of this Agreement. If the parties cannot agree whether any failure does substantially affect the value of the Sponsor's rights and/or the amount of any reduction under this clause then the issue in dispute shall be referred to mediation in accordance with the Centre for Dispute Resolution's Model Mediation Procedure.

7. **Confidentiality**

Neither party shall either during or after the expiry of this Agreement, duplicate or disclose, or permit the duplication or disclosure of, any Confidential Information, nor use the same in any way other than to perform its obligations under this Agreement unless such duplication, use or disclosure is specifically authorised by the other party in writing, or it is required to disclose such information by law, save that ITV Commercial may disclose,

permit the duplication or disclosure of Confidential Information to any company in the ITV Group, any third party broadcaster and any third party rights holder.

8. **Entire Agreement**

- 8.1. This Agreement (together with any documents referred to herein) contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.
- 8.2. Subject to clause 8.3 below, each of the parties acknowledges and agrees that:
- 8.2.1. it does not enter into this Agreement on the basis of and does not rely, and has not relied, upon any statement, representation, warranty, forecast or other information (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether negligently or innocently and whether or not made by a party to this Agreement) which is not expressly contained or referred to in this Agreement (a "**Representation**");
- 8.2.2. it shall have no remedy (including any rights to damages or rescission in an action for misrepresentation) for any Representation which was, is, or becomes false or misleading; and
- 8.2.3. without prejudice to clause 6.3 and subject to clause 6.4 above, the only rights or remedies available in respect of any statement, representation, warranty, forecast or other information (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether negligently or innocently and whether or not made by a party to this Agreement) which is expressly contained or referred to in this Agreement shall be the rights and remedies for breach of contract under this Agreement.
- 8.3. No variation, supplement, deletion or replacement of or from this Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each party with the intention to vary, supplement, delete or replace being clearly expressed.

9. **Force Majeure**

- 9.1. Neither party shall be liable in any way for any losses arising directly or indirectly from any failure or delay in performing any of its obligations under this Agreement caused by any Force Majeure Event provided that such Force Majeure Event is notified promptly to the other party.
- 9.2. If a party (the "**Affected Party**") is unable to perform any of its obligations under this Agreement as a result of the Force Majeure Event for more than 20 Business Days then the other party may terminate this Agreement at any time and without further liability, upon giving written notice to the Affected Party.
- 9.3. The occurrence of an event associated with the economic and monetary union in the European Community will not be treated as a Force Majeure Event for the purposes of this Agreement.

10. **Notices**

- 10.1. The authorised address of the Sponsor for notices shall be the Sponsor's Notice Address as set out in the Sponsorship Deal Arrangements and ITV Commercial's authorised address shall be ITV Commercial's Notice Address, or such other address (and details) as either party may notify to the other in writing from time to time in accordance with the requirements of this clause.

10.2. Except as otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement shall be in writing, shall be deemed to have been duly served on, given to or made in relation to a party if it is left at the authorised address of that party, posted by pre-paid first class post addressed to that party at such address and shall if:

10.2.1. personally delivered, be deemed to have been received at the time of delivery; or

10.2.2. posted to an inland address in the United Kingdom, be deemed to have been received on the second Business Day after the date of posting,

provided that where, in the case of delivery by hand, delivery occurs after 5.00pm on a Business Day or on a day which is not a Business Day, receipt shall be deemed to occur at 9.30am on the next following Business Day.

11. **General**

11.1. The relationship between the parties is that of independent contractors. Nothing in this Agreement shall constitute a partnership or joint venture between the parties or constitute either ITV Commercial or the Sponsor as agent of the other for any purpose whatsoever and neither shall have the authority or power to bind the other or to contract in the name of the other or create liability against the other in any way or for any purpose save as expressly authorised in writing by the other from time to time.

11.2. The Sponsor may not assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of ITV Commercial. ITV Commercial shall be entitled to sub-contract, assign or otherwise transfer this Agreement (including any benefit or obligation under it) to any other company within the ITV Group and to any rights-holder connected with the Programme.

11.3. The provisions of those clauses intended to have continuing effect (including but not limited to clauses 1, 2.1.2, 2.3, 3.3, 3.4, 3.6, 5.3, 5.4, 6, 7, 8 and 11) shall continue in full force and effect following the termination or expiry of this Agreement.

11.4. If the whole or any part of any provision of this Agreement is or becomes invalid, void or unenforceable for any reason the same shall to the extent required be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement and shall in no way affect the validity or enforceability of any other provisions.

11.5. No waiver by either party of any breach of the other party's obligations shall constitute a waiver of any other prior or subsequent breach and neither party shall be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the other party.

11.6. No person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.7. This Agreement may be executed in any number of counterparts and the counterparts taken together will be deemed to constitute one and the same instrument.

11.8. The parties acknowledge and agree that the execution of this Agreement by either party by way of an electronic representation of an authorised signatory's signature shall be a valid execution of this Agreement.

11.9. Each party shall be responsible for paying its own costs and expenses incurred in the negotiation, preparation and execution of this Agreement.

11.10. Rights and remedies of each party under this Agreement are independent, cumulative and without prejudice to its rights under the law.

11.11. This Agreement and disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

SCHEDULE

Glossary

- “Applicable Laws”** means any and all applicable legislation, statutes, statutory instruments, regulations, directives, orders and other legislative provision and any applicable judgment of a relevant court of law or decision of a tribunal or competent authority which creates binding precedent which apply to the Sponsor, ITV Commercial and/or the Television Network (including without limitation the Broadcasting Acts of 1990 and 1996 and the Communications Act 2003) and all applicable codes (whether statutory or self regulatory) including the BCAP Television Advertising Standards Code, the CAP Non-broadcast Advertising, Sales Promotion and Direct Marketing Code and the Ofcom Broadcasting Codes;
- “Apps”** means the ITV Hub App, the STV Player App and any other mobile applications set out in the Sponsorship Deal Arrangements;
- “Business Day”** means a day (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary business;
- “Confidential Information”** means any information in any form emanating from either party or any member of the ITV Group and shall include any compilation of otherwise public information in a form not publicly known. It is further agreed, without limitation, that the following shall be regarded as Confidential Information:
- (a) the existence and contents of this Agreement; and
 - (b) any information, materials or data in any form produced by, for or on behalf of either party during the Term of and pursuant to this Agreement;
- Confidential Information shall not include:
- (a) information which at the time of disclosure is publicly known, information which after disclosure becomes publicly known other than as a result of any breach of this Agreement;
 - (b) information which can be shown to be known to the other party, other than under a subsisting obligation of confidentiality, or restricted use, prior to the disclosure;
 - (c) information made available to the other party by a third party having a right to do so and who has not imposed on that party any subsisting obligation of confidentiality or restricted use in respect thereof; and
 - (d) the Sponsor Credits;
- “Editorial Decisions”** means any decision concerning the development, production, content, scheduling, marketing, promoting and advertising of the Programme;
- “Event of National Importance”** means any national or international event of major significance;
- “Force Majeure Event”** means an event, inability or delay which is caused by circumstances beyond the relevant party’s reasonable control and

which cannot be cured by measures which might reasonably be taken in the course of that relevant party's business, including, without limitation, war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment or technology, fire, flood, acts of God or legislative interference PROVIDED THAT no circumstance or cause shall be considered to be beyond the control of a party if it arises as a result of that party's failure to take reasonable care;

“Intellectual Rights”	Property	means patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;
“ITV Commercial’s Notice Address”		means on its own behalf or c/o its client broadcasters: ITV Commercial (a division of ITV Broadcasting Limited), 200 Gray’s Inn Road, London, WC1X 8HF. For the attention of: Head of Legal Affairs, ITV Commercial;
“ITV Group”		means ITV Plc and its direct and indirect subsidiaries worldwide;
“ITV Hub”		means the catch-up service known as the ITV Hub available on www.itv.com;
“ITV Hub App”		means the ITV Hub mobile application accessible via internet enabled mobile devices and/or tablets;
“Ofcom”		means the Office of Communications or its successor;
“Programme Services”	Support	means the ITV Programme Support Services and the STV Programme Support Services as set out in the Sponsorship Deal Arrangements;
“Programme Websites”		means the ITV Programme Website and STV Programme Website as defined in the Sponsorship Deal Arrangements;
“PRS”		means PRS for Music Limited;
“Spoken Message”	Sponsorship	means such spoken message as the parties shall agree;
“Sponsor Credits”		means a film incorporating the Text Sponsorship Message, the Spoken Sponsorship Message and/or the Sponsor Logo;
“Sponsor Logo”		means the logo set out in the schedule to the Sponsorship Deal Arrangements;
“Sponsor Materials”		means any and all materials provided by or on behalf of the Sponsor in connection with this Agreement including the Sponsor Logo, Sponsor Credits and any assets, creative and other materials provided in connection with any ancillary services;
“STV”		means STV Central and STV North;

“STV Central”	means STV Central Limited (Co. No. SC172149);
“STV North”	means STV North Limited (Co. No. SC35733);
“STV Player”	means STV’s catch-up service known as STV Player accessible via www.stv.tv ;
“STV Player App”	means STV’s mobile application known as STV Player accessible via internet enabled mobile device handsets and/or tablets;
“Technical Materials”	means the materials and formats set out in the then current ident supply sheet provided by ITV Commercial to the Sponsor;
“Text Message”	Sponsorship means such written message as the parties shall agree; and
“Websites”	means the website at itv.com in respect of any Programme shown on any ITV television channels and the website at stv.tv in respect of any Programme shown on STV.

SCHEDULE

“Online and Mobile Terms”

1. The Sponsor shall provide all Sponsor Materials and such reasonable assistance as ITV Commercial may require in order to provide the Programme Support Services. The Sponsor hereby grants ITV Commercial a worldwide, non-exclusive, royalty-free licence to use and to authorise the use of any Sponsor Materials for the purpose of performing the Programme Support Services.
2. The Sponsor shall provide all display and/or VOD advertising in accordance with any instructions and timings specified by ITV Commercial and in any event at least 5 Business Days or 10 Business Days in the case of any interactive VOD advertising prior to the date of its intended display.
3. The Sponsor agrees that all Intellectual Property Rights in any websites, applications and/or other platforms operated by ITV or any ITV Group companies or STV including the Websites, the Programme Websites, the ITV Hub and/or STV Player and any Apps (including any domain name and all materials and features contained on or in the same) shall at all times be vested in and belong to or be under the control of ITV Commercial (or its licensors as the case may be) and the Sponsor shall not acquire any rights or interest in or to them or in or to any such materials or features of any nature (save for the Sponsor Logo and the Sponsor Materials).
4. The Sponsor warrants, represents and undertakes that:
 - (a) the Sponsor Materials and the Sponsor's Website (if applicable) do not contain any obscene, offensive or defamatory material;
 - (b) the Sponsor Materials will not contain viruses, bugs, worms, trojan horses, harmful code or any other form of defect or contaminant which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of the software or hardware of the Websites and website services, including without limitation the Programme Websites and the ITV Hub, STV Player, ITV's computer systems or any third party's computer system or Apps; and
 - (c) if the Programme Support Services include the creation of a Competition for which the Sponsor is providing a prize(s): (i) it shall provide evidence (satisfactory to ITV Commercial) that the prize(s) relating to the Competition has/have been obtained or contractually secured by the Sponsor; and (ii) the prize(s) shall be safe and comply with all Applicable Laws in force from time to time.
5. Without in any way limiting the Sponsor's liability, ITV Commercial reserves the right to reject any Sponsor Materials which, in ITV Commercial's opinion, are not compliant with Applicable Laws or do not comply with ITV Commercial's technical or creative specifications, or which would cause ITV Commercial to breach any statutory or regulatory duty, or to infringe a third party's Intellectual Property Rights or other rights.
6. In addition to paragraph 5 above, ITV Commercial shall have the right, at any time, to remove any of the Sponsor Materials once live from any platforms including the Websites, Programme Websites and/or the Apps if ITV Commercial determines, in its sole discretion, that they or any portion thereof breach the then applicable technical or creative specifications or editorial policy of ITV Commercial or any third party platform provider or any Applicable Laws, or would or might cause ITV Commercial or any platform provider to breach any statutory or regulatory duty, or to infringe or possibly infringe a third party's Intellectual Property Rights or other rights.
7. Any social media activity that ITV Commercial may commit to do in connection with the Sponsor's sponsorship of the Programme shall be subject to all Applicable Laws and the third party terms that govern the relevant social media platform. ITV Commercial shall

have full editorial control over any such social media activity. ITV Commercial shall not be in breach of this Agreement and shall have no liability to the Sponsor for the removal of and/or amendment to any social media activity and content to the extent that ITV Commercial is complying with any request by a social media platform.

8. If the Sponsorship Deal Arrangements require the provision of User Data by ITV Commercial to the Sponsor then the Sponsor warrants, represents and undertakes that it:
- (a) has full legal authority to receive, store and Process User Data, to use it for the purpose(s) for which it has been collected by ITV Commercial;
 - (b) has in place appropriate technical and organisational measures to prevent unlawful or unauthorised processing, accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access, and adequate security procedures to ensure that unauthorised persons will not have access to the User Data, or to equipment used to process the User Data, and that any persons it authorises to have access to the User Data will respect and maintain the confidentiality and security of the User Data;
 - (c) shall be a “data controller” (as defined in the Data Protection Act 1998) in respect of any User Data transferred to it and shall comply at all times with the Data Protection Legislation and any user consents; and
 - (d) shall Process any and all User Data within the European Union and not transfer, store or otherwise make available any User Data to any entity (including any of its associated companies) which subsist outside the European Union or who may store or host User Data outside the European Union.
9. Regardless of the delivery method that is being used to view the relevant content, Sponsor Credits and/or Sponsor-branded advertisements will not be served around episodes of the Programme or Programme related content that are (i) being transmitted to an individual that has paid money to watch the content (which may include payment of a subscription to access the ITV Hub or any other service (on any platform) or if that individual has paid to watch specific episode(s) of the Programme or content); (ii) being broadcast on the ITV Hub as a premiere prior to being broadcast on a Television Network linear channel; or (iii) is being broadcast on the ITV Hub via an application available via a connected television set or a streaming device.

10. **Related Definitions**

“**Data Protection Legislation**” means the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003, any successor legislation, any relevant European Union Directives and all applicable rules, regulations or codes of practice which apply to the processing of personal data.

“**Link**” means a hypertext or other link from a webpage on one website to a webpage on another website and “**Linking**” has a corresponding meaning.

“**Personal Data**” has the meaning attributed to it in the Data Protection Act 1998.

“**Processing**” has the meaning attributed to it in the Data Protection Act 1998 and any references to “**Process**” in this Agreement shall be construed accordingly.

“**User Data**” means Personal Data procured from individuals pursuant to this Agreement who consent to the use of their Personal Data by the Sponsor for marketing purposes.

SCHEDULE

“Promotional Licence Terms”

1. Sponsor’s Obligations

- 1.1. The Sponsor shall comply with the directions of ITV Commercial regarding the form and manner of the application of the Licensed Property in connection with the exploitation of the Promotional Rights including without limitation to any promotional material and/or Promotional Products (if applicable), including the directions contained in the Style Guide (as defined below).
- 1.2. In exploiting the Promotional Rights the Sponsor shall comply with, and shall ensure that all promotional material and Promotional Products comply with, all Applicable Laws and industry standards.
- 1.3. The Sponsor shall ensure that the promotional material and/or the exploitation of the Promotional Rights (i) do not infringe the Intellectual Property Rights of any third party; (ii) are not defamatory; (iii) are not an infringement of rights to privacy; (iv) are not obscene; (v) are not a violation of anti-discrimination laws or regulations; (vi) do not constitute unfair competition; (vii) do not cause ITV Commercial (or any third party rights holder) to breach any statutory or regulatory duty or criminal law; and (viii) is not in any other way unlawful.
- 1.4. The Sponsor shall ensure that in its exploitation of the Promotional Rights it shall not do or permit to be done, anything that would or is likely to adversely affect the name, image, or reputation of ITV Commercial, the ITV Group and/or any third party rights holder and/or its or their goodwill, brands, programmes, business names, and/or trademarks.
- 1.5. The Sponsor shall not without ITV Commercial’s prior written consent use the name, likeness, image or voice of any person appearing in the Programme on or in any promotional material or to endorse the Sponsor’s products or services.
- 1.6. The Sponsor acknowledges and agrees that music from the Programme is not included in the Licensed Property and if the Sponsor is using such music, clearances for such music must be obtained by the Sponsor directly from the owner at Sponsor’s own cost.
- 1.7. The Sponsor shall not use any modification, abbreviation or adaptation of the Licensed Property except where previously agreed by ITV Commercial in writing.
- 1.8. The Sponsor shall bear all design, development, production, maintenance, support, distribution, operation, hosting, advertising, marketing and promotion costs for its exploitation of the Promotional Rights.
- 1.9. The Sponsor has acquired (and shall continue to hold throughout the Licence Term) all rights, consents and licences necessary for it to exploit the Promotional Rights and comply with its obligations under this Promotional Licence.
- 1.10. The Sponsor shall promptly provide ITV Commercial with details of any consumer or regulatory or third party complaints it has received relating to its use of the Licensed Property or any products or services which contain the Licensed Property or in relation to its exploitation of the Promotional Rights together with reports on the manner in which such complaints or investigations are being, or have been dealt with, and shall comply with any reasonable directions given by ITV Commercial in respect thereof.
- 1.11. The Sponsor shall immediately notify ITV Commercial in writing giving full particulars if any form of attack, charge or claim to which the Licensed Property (or any part of it) may be subject or anything else which may conflict with any of the rights granted under this Promotional Licence. ITV Commercial shall in its absolute discretion decide what action if any to take.

1.12. The provisions of section 30 of the Trade Marks Act 1994 (and where applicable the rights of exclusive licensees to bring proceedings under article 22(3) of Council Regulation 207/09 on the Community Trade Mark) are expressly excluded.

1.13. The Sponsor shall not copy, use, distribute, sub-license or otherwise deal in the Licensed Property other than strictly in accordance with the terms of this Promotional Licence.

2. **Protection of Intellectual Property**

2.1. The Sponsor shall procure that all material including the Licensed Property and/or created to exploit the Promotional Rights, bears the Required Legal Notice and/or any other statement as notified in writing by ITV Commercial to the Sponsor (and shall not remove or authorise the removal of the same).

2.2. Any goodwill derived from the use by the Sponsor of the Licensed Property shall accrue to the registered proprietor of the Licensed Property. ITV Commercial may at any time call for a confirmatory assignment of that goodwill and the Sponsor shall immediately execute it.

2.3. The Sponsor shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to any of the Licensed Property or the reputation, goodwill or registrations associated with the Licensed Property.

2.4. The Sponsor shall not apply for the registration in any country of any Intellectual Property Right which is in any way identical to, similar to or which resembles or comprises any element of the Licensed Property.

2.5. The Sponsor hereby assigns to ITV Commercial free of all liens, charges, encumbrances and third party rights of whatsoever nature (and by way of present assignment of future copyright where material is yet to be created) all copyright and any other Intellectual Property Rights in any element of the material which is based on or derived from the Licensed Property ("**Derivative Material**") (whether created as at the date of this Agreement or in the future) for the full duration of such rights throughout the world, including any extensions, reversions and renewals thereof. Where such rights are not owned by the Sponsor, the Sponsor undertakes to obtain an assignment of rights in materially the same form as the assignment in this clause 2.5 to ITV Commercial from any person who, on behalf of the Sponsor, creates any Derivative Material. The Sponsor irrevocably and unconditionally waives and agrees to procure the irrevocable and unconditional waiver in perpetuity of any provision of law known as moral rights and, so far as is legally possible, any broadly equivalent rights in any territory of the world, in respect of any Derivative Material.

2.6. The Sponsor shall not infringe, limit or adversely affect in any way the rights reserved to ITV Commercial under this Promotional Licence.

3. **Approvals**

3.1. The Sponsor shall obtain ITV Commercial's prior written approval of all uses of the Licensed Property and material created in relation to exploitation of the Promotional Rights prior to distribution or publication. In obtaining such approval the Sponsor shall comply with the stages of approval and procedures and relevant timelines as specified by ITV Commercial from time to time. Use of the Licensed Property may also be subject to prior approval by or on behalf of any underlying rights-holder and the Sponsor acknowledges that ITV Commercial may submit any uses of the Licensed Property to the relevant rights-holder (or their representatives) for their approval. The Sponsor acknowledges that the underlying rights-holder's decision is final. The Sponsor shall make any changes required by ITV Commercial and/or any rights-holder at its own cost.

- 3.2. To the extent that the Promotional Rights expressly include a right for the Sponsor to run a competition or prize draw then the materials to be provided by the Sponsor for ITV Commercial's prior approval will include the terms and conditions (which shall include a provision stating that ITV is not responsible for the administration of the competition) and such other information and/or materials as may be reasonably requested by ITV Commercial.
- 3.3. ITV Commercial shall endeavour to give its approval or otherwise within 10 Business Days of receipt of submitted materials. The Sponsor shall not proceed to the next stage of development or publication or distribution unless ITV Commercial has given written approval. If approval is not given it shall be deemed withheld.
- 3.4. If at any time after receiving final approval the Sponsor wishes to change material(s) which include the Licensed Property, the Sponsor shall submit the revised material for approval by ITV Commercial prior to sale or distribution.
- 3.5. For the avoidance of doubt, any approval given by ITV Commercial shall not absolve the Sponsor from any of its other obligations under this Promotional Licence.
- 3.6. The Sponsor shall comply strictly with the directions of ITV Commercial regarding the form and manner of the application of the Licensed Property, including the directions contained in any Style Guide. The Style Guide shall at all times remain the property of ITV Commercial and shall not be copied, reproduced or used other than in accordance with the terms of this Promotional Licence.

4. **Withdrawal of Licensed Property**

- 4.1. ITV Commercial shall have the right at any time by giving notice in writing to the Sponsor to withdraw the Licensed Property (or any element of it) from the terms of this Promotional Licence if in the reasonable opinion of ITV Commercial the Licensed Property (or any element of it) becomes unavailable for distribution due to (i) actual or threatened litigation relating to the Licensed Property; (ii) ITV Commercial having been advised by its legal advisors to withdraw it for reasons including but not limited to restrictions imposed on ITV Commercial by any third party rights owners and/or creative participants in the Licensed Property; or (iii) any reason beyond ITV Commercial's control. Such notice of withdrawal shall be given as far in advance as reasonably possible and in any event with no less than five (5) Business Days' notice. Following the receipt of such notice of withdrawal the Sponsor hereby agrees to (i) withhold the release or withdraw from distribution any materials containing the Licensed Property (or, if applicable, the element of the Licensed Property that has been withdrawn) and (ii) accepts a pro rata refund of the part of the Sponsorship Fee attributable to the Promotional Licence (as specified by ITV Commercial). No other sums or compensation, other than such pro rata refund, shall be payable by ITV Commercial and the Sponsor shall and does waive all claims against ITV Commercial that may arise from such withdrawal of the Licensed Property. The Sponsor shall ensure that it has appropriate recall procedures in place to deal with any requirements to withhold or withdraw materials containing the Licensed Property.
- 4.2. Notwithstanding any other provision in this Agreement, ITV Commercial may by written notice terminate the Promotional Licence immediately if the Sponsor is materially in breach of any of the terms of the Promotional Licence and (where such breach is capable of remedy) fails to remedy the breach within 14 days of receipt of notice from ITV Commercial requiring such breach to be remedied.
- 4.3. On expiry or termination of this Agreement and/or the Promotional Licence set out in this schedule for any reason and subject to any express provisions set out elsewhere in this Agreement:
 - 4.3.1. all rights and licences granted pursuant to this Promotional Licence shall cease and the Sponsor shall cease all use of the Licensed Property;

- 4.3.2. the Sponsor shall co-operate with ITV Commercial in the cancellation of any licences registered pursuant to this Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; and
- 4.3.3. the Sponsor shall at its own expense, and within fifteen (15) Business Days, return or otherwise dispose of in accordance with the directions of ITV Commercial all remaining physical Licensed Products in its possession; and all records and copies of a) the Copyright Material listed in the "Licensed Property" definition; b) promotional material; and c) Confidential Information in its possession or communicated to it by ITV Commercial, either preparatory to, or as a result of, this Agreement to the extent such material remains confidential.

5. Insurance and Liability

- 5.1. Without limiting its liability under this Agreement, the Sponsor shall obtain adequate insurance cover at its own expense in respect of any liability to the public at large that may be incurred by ITV Commercial or the Sponsor in connection with any promotional material and/or licensed products or services.
- 5.2. Save in respect of the grant of the Promotional Licence to the Sponsor, ITV Commercial shall not be liable in any respect in relation to or in connection with any promotional material and the Sponsor shall ensure that all notices, warnings, disclaimers, statements and terms and conditions necessary and appropriate are included on all promotional material and/or licensed products or services.

6. Related Definitions:

"Style Guide" means the document to be supplied by ITV Commercial to the Sponsor (as amended from time to time) containing artwork reference material and descriptions defining and governing the use of the Licensed Property.