

CHANNEL TELEVISION 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.
- 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 and 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, Channel 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 GST) at a rate of 2% 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 Channel 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 Channel 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 applicable value added tax or GST that may be payable by either party. Invoices will include value added tax or GST at the relevant rate on the date of invoicing.

3. The Sponsor's Agreements and Obligations

- 3.1 All Editorial Decisions shall be made entirely at the sole discretion of Channel.
- 3.2 The Sponsor agrees that all rights (including Intellectual Property Rights) in the Programme and any Platforms (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 Channel (or its licensors as the case may be) and the Sponsor shall not acquire any rights (including, without limitation, Intellectual Property Rights) in or associated with the Programme or the Platforms as a result of this Agreement.
- 3.3 The Sponsor shall cooperate fully with Channel and any member of the Channel Group and provide free of charge all assistance that is reasonably required as a result of any challenge by Ofcom (or otherwise) in connection with the sponsorship of the Programme.
- 3.4 The Sponsor warrants, represents and undertakes that:
 - 3.4.1 the specific products or services being promoted in the Sponsor Credits shall be safe and comply with all Applicable Laws;
 - 3.4.2 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;
 - 3.4.3 it will not engage in any activity, practice or conduct that would constitute Bribery, Modern Slavery and/or Tax Evasion; and
 - 3.4.4 it will immediately notify Channel 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.
- 3.5 Without prejudice to clause 8, the Sponsor shall ensure that any promotion of its sponsorship or other rights under this Agreement shall be subject to Channel'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 infringe any third party terms and conditions or infringe or violate the rights of Channel or any third party.

4. Sponsor Credits provided by the Sponsor to Channel

- 4.1 Clause 4 applies where the Sponsor provides the Sponsor Credits to Channel.
- 4.2 The Sponsor hereby grants Channel an exclusive, royalty-free, fully paid licence to use, broadcast and transmit the Sponsor Credits in accordance with this Agreement.
- 4.3 At the request of Channel and in accordance with Channel's specifications and delivery instructions, the Sponsor shall, at no cost to Channel, supply Channel with the Sponsor Credits on the Technical Materials. The Sponsor shall supply Channel 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 Channel receives Sponsor Credits that do not comply with Channel's specifications, delivery instructions or the Technical Materials, Channel 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.

- 4.4 Channel shall have the right to pre-approve the Sponsor Credits. If in Channel'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 Channel's creative or technical specifications, the Sponsor shall make such changes at its own cost.
- 4.5 Any Intellectual Property Rights in the Sponsor Credits (which do not become inextricably connected with any Intellectual Property Rights of Channel or its licensors) shall, as between the parties, be the property of the Sponsor.
- 4.6 At least one week prior to the broadcast and/or transmission of the Sponsor Credits by Channel the Sponsor shall provide Channel 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.
- 4.7 In addition to the warranties set out at clause 3.4, the Sponsor warrants that:
 - 4.7.1 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 Credits and each constituent element of the Sponsor Credits, including, without limitation the Sponsor Logo, the Text Sponsorship Message and the Spoken Sponsorship Message and any footage or music incorporated in the Sponsor Credits;
 - 4.7.2 the Sponsor Credits do not contain any: (i) obscene, offensive or defamatory material; (ii) on screen text other than the Text Sponsorship Message; (iii) spoken words other than the Spoken Sponsorship Message; or (iv) 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;
 - 4.7.3 the Sponsor Credits shall comply at all times with Applicable Laws; and
 - 4.7.4 the broadcast and/or transmission of the Sponsor Credits by Channel and/or the Television Network 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.

5. Sponsor Credits produced by Channel

- 5.1 Clause 5 applies where Channel agrees in the Sponsorship Deal Arrangements to produce the Sponsor Credits.
- 5.2 Channel hereby grants the Sponsor an exclusive, royalty-free, fully paid licence to use the Sponsor Credits solely for: (i) broadcast over the Television Network immediately prior to the beginning and immediately after the end of episodes of the Programme transmitted during the Transmission Period; and (ii) if Channel agrees to procure Online Services which require the use of the Sponsor Credits, use in the Online Services.
- 5.3 All Intellectual Property Rights in the Sponsor Credits shall at all times be vested in and belong to or be under the control of Channel (or its licensors as the case may be).
- 5.4 In addition to the warranties set out at clause 3.4, the Sponsor warrants that 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 any material provided to Channel for incorporation in the Sponsor Credits and each constituent element of the Sponsor Credits including, without limitation the Sponsor Logo, the Text Sponsorship Message and the Spoken Sponsorship Message and any footage or music incorporated in the Sponsor Credits.

6. Term and Termination

- 6.1 This Agreement shall remain in force for the period of the Term unless terminated earlier in accordance with the terms of this Agreement.
- 6.2 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:
- 6.2.1 the other party commits a material breach of any provision 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;
 - 6.2.2 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
 - 6.2.3 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), a person becomes entitled to appoint a receiver over the assets of the other party, a receiver is appointed over the other party or its assets or any part thereof or a resolution is passed for such appointment, an administrator is appointed over the other party, an administration order is made in relation to the other party, 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;
 - 6.2.4 the other party enters into, or any step is taken, towards any procedure analogous to the procedures set out in 6.2.2 or 6.2.3 above under the laws of any jurisdiction.
- 6.3 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.
- 6.4 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.
- 7. Liability**
- 7.1 Subject to clause 7.4 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).
- 7.2 Subject to clause 7.4 Channel'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 Channel in cleared funds.
- 7.3 The Sponsor will indemnify and keep indemnified Channel against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by Channel arising from any breach by the Sponsor of the warranties set out in this Agreement (whether foreseeable or unforeseeable).
- 7.4 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.
- 7.5 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.

7.6 The Sponsor acknowledges that Channel 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 Channel cannot reschedule the affected episodes the provisions of clause 7.7 shall apply.

7.7 In the event that Channel 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 Channel may grant the Sponsor a credit to the value of an equitable pro rata reduction in the Sponsorship Fee related to such failure. The Sponsor may use such credit in relation to such advertising or sponsorship opportunities as may be agreed with Channel. The same shall constitute the Sponsor's sole remedy in respect of any such breach of this Agreement. The Sponsor shall use such credits within six (6) months of the end of the Transmission Period. Any credits unused after this period shall expire and Channel's obligations under this clause 7.7 shall be deemed fully and finally satisfied and Channel shall have no further liability to the Sponsor in relation to such credits. 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, the issue in dispute shall be referred to mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure.

8. 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 Channel may disclose or permit the duplication or disclosure of Confidential Information to any company in the Channel Group and to any third party ITV broadcaster.

9. Entire Agreement

9.1 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.

9.2 Subject to clause 9.3 below, each of the parties acknowledges and agrees that:

9.2.1 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**);

9.2.2 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

9.2.3 without prejudice to clause 7.3 and subject to clause 7.4 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.

9.3 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.

10. Force Majeure

10.1 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.

10.2 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, the other party may terminate this Agreement at any time and without further liability upon giving written notice to the Affected Party.

10.3 The occurrence of an event associated with economic and monetary union in the European Community will not be treated as a Force Majeure Event for the purposes of this Agreement.

11. Notices

11.1 For the purposes of this clause, the authorised address of the Sponsor shall be the Sponsor's Notice Address as set out in the Sponsorship Deal Arrangements and Channel's shall be Channel's Notice Address or such other address (and details) as each party may notify to the other in writing from time to time in accordance with the requirements of this clause.

11.2 Any notice or other communication to be given under this Agreement shall be in writing, 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 if:

11.2.1 personally delivered, deemed to have been received at the time of delivery; or

11.2.2 posted to an inland address in the United Kingdom, 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.

12. General

12.1 The relationship between the parties is that of independent contractors.

12.2 The Sponsor may not assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of Channel. Channel 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 Channel Group.

12.3 The provisions of those clauses intended to have continuing effect (including, without limitation, clauses 1, 2.1.2, 2.3, 2.4, 3.2, 3.4, 4, 5, 6.3, 6.4, 7, 8, 9 and 12) shall continue in full force and effect following the termination or expiry of this Agreement.

12.4 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.

12.5 No waiver by Channel of any breach of the Sponsor's obligations shall constitute a waiver of any other prior or subsequent breach and Channel shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the Sponsor.

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

12.7 Each party to this Agreement is duly authorised to enter into, and perform its obligations under, this Agreement.

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

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

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

- 12.11 Rights and remedies of Channel under this Agreement are independent, cumulative and without prejudice to its rights under the law.
- 12.12 This Agreement and any non-contractual obligations arising out of it 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, Channel and/or the Television Network and/or the Platforms (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;
Bribery	means conduct which constitutes an offence under the Bribery Act 2010 or which would constitute an offence under the Bribery Act 2010 if that Act were in force in the jurisdiction where the conduct took place;
Business Day	means a day (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary business;
Channel Group	means every company which is from time to time a direct or indirect subsidiary or holding company of Channel or a direct or indirect subsidiary of any such holding company (and the terms “subsidiary” and “holding company” shall have the meanings given to them by section 1159 of the Companies Act 2006);
Channel’s Notice Address	means Channel Television Limited, Le Capelain House, Castle Quay, Jersey, JE2 3EH;
Confidential Information	<p>means any information in any form emanating from either party or any member of the Channel 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:</p> <p>(a) the existence and contents of this Agreement; and</p> <p>(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.</p> <p>Confidential Information shall not include:</p> <p>(a) information which at the time of disclosure is publicly known;</p> <p>(b) information which after disclosure becomes publicly known other than as a result of any breach of this Agreement;</p> <p>(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;</p> <p>(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</p> <p>(d) the Sponsor Credits and/or other Sponsor Materials provided for publication;</p>
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 Property Rights	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
Modern Slavery	means conduct which constitutes an offence under the UK's Modern Slavery Act 2015 or which would constitute an offence under the Modern Slavery Act if that Act were in force in the jurisdiction where the conduct took place;
Ofcom	means the Office of Communications or its successor;
Platforms	means the websites, apps and/or other platforms owned or operated by the Channel Group in respect of any Programme shown on Channel;
PRS	means PRS for Music Limited or its successor;
Spoken Sponsorship Message	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; and
Tax Evasion	means conduct that constitutes any criminal offence of tax evasion or facilitation of tax evasion in any jurisdiction, including the tax evasion facilitation offences under section 45(1) and 46(1) of the Criminal Finances Act 2017; and
Term	has the meaning given in the Sponsorship Deal Arrangements; and
Text Sponsorship Message	means such written message as the parties shall agree.

SCHEDULE

Online Terms

1. The Sponsor hereby grants Channel a worldwide, non-exclusive, royalty-free licence to use and to authorise the use of any Sponsor Materials for the purpose of performing the Online Services.
2. At the request of Channel, the Sponsor shall provide all Sponsor Materials and such reasonable assistance as Channel may require in order to provide the Online Services. The Sponsor shall provide Sponsor Materials in accordance with the timelines set by Channel and at least in accordance with the following:
 - (a) all display advertising must be received by Channel at least two Business Days prior to the date of intended display;
 - (b) all VOD advertising, Sponsor Logo and/or video advertising must be received by Channel at least five Business Days prior to the date of intended display.
3. The Sponsor agrees that all Intellectual Property Rights in any websites, applications and/or other platforms operated by or on behalf of Channel including any Programme-related website (including its domain name) and all materials and features contained on or in such platforms shall at all times be vested in and belong to, or be under the control of, Channel (or its licensors as the case may be) and the Sponsor shall not acquire any rights or interest in or to them or any such materials or features of any nature save for the Sponsor Logo and the Sponsor Materials.
4. The Sponsor shall cooperate fully with Channel and provide free of charge all assistance that is reasonably required as a result of any challenge by Ofcom or any other regulatory body or in respect of any third party complaint in connection with the Online Services.
5. Any Intellectual Property Rights in the Sponsor Materials (which do not become inextricably connected with any Intellectual Property Rights of Channel or its licensors) shall, as between the parties, be the property of the Sponsor.
6. The Sponsor warrants that:
 - (a) it is the sole owner and/or controls and/or is licensed to use all rights (including, without limitation, Intellectual Property Rights) in the Sponsor Materials;
 - (b) the Sponsor Materials and the Sponsor's website do not contain any obscene, offensive or defamatory material;
 - (c) the Sponsor Materials shall comply with all Applicable Laws and use or incorporation of the Sponsor Materials by or on behalf of Channel shall not infringe the rights of any third party and will not breach or put Channel in breach of Applicable Laws; and
 - (e) the Sponsor Materials and, where the Sponsor is providing the Sponsor Credits, the Sponsor Credits 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 Channel's websites or services, including without limitation any Programme-related website, Channel's computer systems or any third party's computer system.
7. Without in any way limiting the Sponsor's liability, Channel reserves the right to reject any Sponsor Materials if, in Channel's opinion, they are, or any portion thereof is, not compliant with any Applicable Laws or if they do not comply with Channel's technical or creative specifications or would cause Channel to breach any statutory or regulatory duty or infringe a third party's Intellectual Property Rights or other rights.
8. In addition to paragraph 7 above, Channel shall have the right, at any time, to remove any of the Sponsor Materials and/or deactivate any Links once live if Channel determines, in its sole discretion, that they or any portion thereof breach Channel's then applicable technical or creative specifications or editorial policy or any Applicable Laws, or would or might cause Channel to breach any statutory or regulatory duty, or to infringe or possibly infringe a third party's Intellectual Property Rights or other rights.
9. If the Sponsorship Deal Arrangements require the provision of User Data by Channel to the Sponsor then the Sponsor warrants, represents and undertakes that it:

- a. shall act as the data controller in respect of the Sponsor's use of any User Data transferred to it by or on behalf of Channel pursuant to this Agreement and/or captured by the Sponsor in connection with the Sponsor Materials;
 - b. it shall only process User Data in accordance with all applicable Data Protection Laws, guidance and codes of practice;
 - c. it has and shall have all appropriate technical and organisational measures in place against unauthorised or unlawful processing of or access to User Data and against accidental loss or destruction of, or damage to, User Data and that it has taken, and shall take at all material times all reasonable steps to ensure the reliability of any staff which may have access to 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;
 - d. it shall notify Channel in writing within 24 hours of becoming aware of any personal data breach in relation to any User Data and shall update such notification immediately if additional information becomes available from time to time;
 - e. it will not process the User Data beyond the scope of any "opt-in" or consent wording at the point of data capture. The Sponsor will also ensure that end-users are informed of their right to withdraw consent to marketing at any time, that it has in place an unsubscribe or opt-out mechanic which is easily accessible for end-users and will promptly remove any end-user from its marketing lists and those of third parties promptly on request by Channel or end users;
 - f. on or after 25 May 2018, it shall have in place a personal data erasure process which will promptly erase end-user Personal Data and prevent the processing of any such Personal Data at the end-user's request in accordance with GDPR;
 - g. it shall not transfer any User Data to: (i) any country or territory outside the European Economic Area; or (ii) any third party (including any data processor or other contractor) other than, in each case, with the prior consent of the data subject (including without limitation by the opt-in) and/or unless permitted under Data Protection Laws. The Sponsor shall ensure that any organisation receiving personal data transferred from the Sponsor has provided adequate safeguards in accordance with Data Protection Laws; and
 - h. shall assist Channel to enable it to comply with such obligations as are imposed on it by Data Protection Laws in respect of User Data or other personal data processed pursuant to this Agreement including without limitation providing reasonable assistance in complying with any subject information request.
2. To the extent Channel processes any personal data as data processor in connection with this Agreement, the parties will in advance confirm the types of personal data to be processed by Channel, the categories of data subjects, the nature and purpose of the processing and the duration of the processing of personal data to be undertaken by Channel and (if processing on an ongoing basis beyond a one-off campaign) the process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In respect of such processing of data, Channel undertakes that:
- a. it has in place, and shall continue to have in place, appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - b. it shall process the personal data only on documented instructions from the Sponsor, including with regards to transfers of personal data to a third country or international organisation, unless required to do so by Union or Member State law to which Channel is subject, in which case Channel shall inform the Sponsor in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
 - c. it shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - d. it shall take all measures required pursuant to Article 32 (*Security of Processing*) of the GDPR;

- e. it shall inform the Sponsor of any intended changes concerning the addition or replacement of other processors, thereby giving the Sponsor the opportunity to object to such changes. Subject to Channel informing the Sponsor, the Sponsor hereby generally authorises Channel to engage other processors;
- f. if Channel engages another processor, Channel shall ensure that the same data protection obligations as set out in the Agreement shall be imposed on that other processor by way of a written contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Laws. Channel shall remain fully liable to the Sponsor for the performance by such other processor of such obligations;
- g. it shall, taking into account the nature of the processing, assist the Sponsor by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Sponsor's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III (*Rights of the data subject*) of the GDPR;
- h. it shall assist the Sponsor in ensuring compliance with the obligations in Section 2 (*Security of personal data*) and Section 3 (*Data protection impact assessment and prior consultation*) of the GDPR, taking into account the nature of the Sponsor's processing of the personal data and the information available to the Sponsor;
- i. at the choice of the Sponsor, it shall delete or return all the personal data to the Sponsor after the end of the provision of the services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data; and
- j. it shall make available to the Sponsor all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections on reasonable notice, conducted by the Sponsor or any auditor mandated by the Sponsor in respect of such compliance, in each case at the Sponsor's cost.

10. Related Definitions and Interpretation

References to “**processing**”, “**data controller**”, “**data processor**”, “**data subject**” and “**personal data**” and their derivatives shall bear the meanings ascribed to them in the Data Protection Act 1998 until 25 May 2018, from which time they shall have the meanings given to them in the GDPR.

Data Protection Laws means the Data Protection Act 1998, the Privacy and Electronic Communications Regulations 2003, the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”) 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.

User Data means personal data procured from individuals via any Channel platform who consent to the use of their personal data by the Sponsor for marketing or other purposes.

Sponsor Materials means all materials including without limitation the Sponsor Logo and advertisement creative (including, without limitation banner, skyscraper and MPU advertising) in any format provided by or on behalf of the Sponsor to Channel for use in the provision of the Online Services.