

ITV COMMERCIAL
A DIVISION OF ITV BROADCASTING LIMITED

Product Placement Terms and Conditions

1. Interpretation and Scope

- 1.1. This Product Placement Agreement comprises the Product Placement Booking Form together with these Product Placement Term and Conditions including the Glossary attached at Schedule 1 and any additional schedules referred to in the Product Placement Booking Form.
- 1.2. In the event of a conflict between the provisions of the Product Placement Booking Form and the provisions of these Product Placement Terms and Conditions, the provisions of the Product Placement Booking Form shall prevail.
- 1.3. In this Product Placement Agreement:
 - (a) words and expressions shall have their ordinary meaning unless defined in the Product Placement Booking Form, in these Product Placement Terms and Conditions or the Glossary attached at Schedule 1:
 - (b) references to clauses and schedules and sub-divisions of them in these Product Placement Terms and Conditions are references to the clauses of and schedules to these Product Placement Terms and Conditions and sub-divisions of them respectively unless otherwise stated;
 - (c) 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;
 - (d) 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;
 - (e) references importing a particular gender include all genders and references importing the singular include the plural and vice versa;
 - (f) any reference to "a party" or "parties" shall mean a party or the parties to this Product Placement Agreement unless otherwise stated; and
 - (g) headings and sub-headings are inserted for convenience only and shall be ignored in construing this Product Placement Agreement.
- 1.4. ITV Commercial (a division of ITV Broadcasting Limited) enters into this contract as agent on behalf of one or more of the following companies:
 - (a) in respect of any appearance of the Product in the Programme when broadcast on ITV, ITV Rights Limited;
 - (b) in respect of any appearance of the Product in the Programme when broadcast on ITV2, ITV4 and/or ITVBe, ITV2 Limited;
 - (c) in respect of any appearance of the Product in the Programme when broadcast on ITV3 and/or ITV Encore, ITV Digital Channels Limited;
 - (d) in respect of any appearance of the Product in the Programme when broadcast on ITV Breakfast, ITV Breakfast Broadcasting Limited; and
 - (e) in respect of any appearance of the Product in the Programme when posted on the ITV Hub, ITV Consumer Limited.
- 1.5. The Buyer enters into this Product Placement Agreement as principal in all respects. As such, the Buyer shall be liable for the payment of all sums due and owing in accordance with this Product Placement Agreement.

- 1.6. This Product Placement Agreement only requires ITV Commercial to ensure that the Product appears in a duly prominent and non-promotional manner in the Programme when it is transmitted, broadcast and/or posted on the Platforms during the Product Placement Period. ITV Commercial may, at its discretion, itself transmit, broadcast and/or post the Programme or any excerpt from it with or without the appearance of the Product on further occasions or on other platforms whether in any part of the United Kingdom or any other territory, and may licence or permit any other person to do so, but shall not be required to ensure that the Product appears in any such further transmission, broadcast or posting unless provided for in a separate agreement.

2. Payment

- 2.1. If the Buyer fails to make any payment when due, without affecting any other rights which it may have, ITV Commercial may at its option elect to do one or more of the following:
- 2.1.1. remove the Product from the Programme until the relevant amount is paid and charge the Buyer any costs associated with removal of the Product from the Programme in addition to all other sums due under this Product Placement Agreement;
 - 2.1.2. charge interest on any unpaid amount (inclusive of VAT) 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 judgement) from the due date until payment in full is received; and
 - 2.1.3. treat this Product Placement Agreement as repudiated and terminate it forthwith.
- 2.2. The Buyer may not for any reason withhold any payment to ITV Commercial or make any deduction from amounts payable to ITV Commercial or set off any amounts payable from ITV Commercial against payments payable to ITV Commercial.

3. The Buyer's Agreements and Obligations

- 3.1. The Buyer agrees that all Editorial Decisions shall be made entirely and at the sole discretion of ITV Rights Limited.
- 3.2. The Buyer acknowledges that the Product will only be included in the Programme if it is approved by ITV Rights Limited and complies with Legislation and Codes and any accompanying notes of guidance published by Ofcom from time to time.
- 3.3. ITV Commercial shall not be in breach of this Product Placement Agreement in any way as a result of any failure to place the Product into the Programme if ITV Commercial does not receive the Product by the Creative Assets Delivery Deadline or if the Product does not comply with ITV Commercial's specifications or delivery instructions.
- 3.4. The Buyer shall be responsible for all costs associated with the delivery and removal of the Product to and from the location specified by ITV Commercial.
- 3.5. The Buyer agrees that if in ITV Commercial's reasonable opinion changes to the Product (including, without limitation, removing, amending or obscuring the Product) are necessary to comply with the provisions of this Product Placement Agreement and/or Codes and/or Legislation, ITV Commercial may make such changes and shall have no liability to the Buyer for the same.
- 3.6. Any Intellectual Property Rights in the Product (which do not become inextricably connected with any Intellectual Property Rights of the ITV Group) shall, as between the parties, be the property of the Buyer.
- 3.7. To the extent necessary, the Buyer hereby acknowledges and agrees that ITV Commercial may itself, and permit any other person to, broadcast, transmit and post, in any form, on any platform, in any jurisdiction and in perpetuity, the Programme incorporating the Product and references to it.
- 3.8. The Buyer shall not acquire any rights (including, without limitation, Intellectual Property Rights) in or associated with the Programme as a result of this Product Placement Agreement.
- 3.9. The Buyer shall cooperate fully with ITV Commercial and provide all assistance free of charge that is reasonably required as a result of any challenge by Ofcom (or otherwise) in connection with the placing of the Product in the Programme.

- 3.10. The Buyer represents, warrants and undertakes that:
- 3.10.1. it is the sole owner of and/or controls and/or is licensed to use all rights (including, without limitation, all of the Intellectual Property Rights) in the Product and each constituent element of the Product and is able to grant the licence under clause 3.7;
 - 3.10.2. the Product (including any packaging) does not include any: (i) obscene, offensive or defamatory material; or (ii) references to, or logos or representations of, (whether spoken in text or picture form) any entity other than the Buyer. For the purposes of this clause, any subsidiaries of the Buyer, parent company of the Buyer or other divisions within the Buyer shall be deemed to be entities which are not the Buyer;
 - 3.10.3. the broadcast and/or transmission and/or posting of the Programme incorporating the Product by ITV Commercial and its authorised licensees on digital terrestrial, digital satellite, cable, online, IPTV or mobile platforms, whether by linear or non-linear means, shall not infringe the rights (including, without limitation, Intellectual Property Rights) of any third party;
 - 3.10.4. the Product shall be safe and comply with all relevant statutes, regulations, directives and codes in force from time to time;
 - 3.10.5. it has and will retain good title and authority to enter into and perform its obligations under this Product Placement Agreement and is not bound by any previous agreement which adversely affects this Product Placement Agreement;
 - 3.10.6. 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
 - 3.10.7. it will immediately notify ITV Commercial in writing if the Buyer or its employees, agents or other persons who perform or have performed services for or on behalf of the Buyer is investigated by any law enforcement agency or customer in relation to corrupt practices and any breach of anti-bribery and anti-corruption laws.
- 3.11. The Buyer will indemnify on demand and hold harmless the ITV Group and each of its associates, officers, directors, employees, agents, shareholders and partners from and against any and all losses, actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by the ITV Group arising from any breach of the representations, warranties and undertakings set out in this clause 3 (whether foreseeable or unforeseeable) or in any manner whatsoever, including as a result of or arising out of the use, recording, broadcasting or posting of the Programme incorporating the Product.

4. Term and Termination

- 4.1. This Product Placement Agreement shall remain in force for the period of the Term unless terminated earlier in accordance with clause 2.1.3, clause 4.2 or clause 8.2.
- 4.2. Without prejudice to its other rights and remedies (whether provided by law equity or this Product Placement Agreement), ITV Commercial (acting on behalf of its principal) may terminate this Product Placement Agreement forthwith at any time by giving notice in writing to the Buyer if:
- 4.2.1. the Buyer commits a material breach of any provision of this Product Placement 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 ITV Commercial giving full particulars of the breach and requiring it to be remedied;
 - 4.2.2. 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 Buyer or if the Buyer 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;
 - 4.2.3. the Buyer 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 Buyer or if a receiver is appointed over the Buyer or its assets or any part thereof or a resolution is passed for such appointment or if an administrator is appointed over the Buyer or if an administration order is made in relation to the Buyer or if an application is made to court for the appointment of an administrator over the Buyer or if a notice of intention to appoint an administrator is given over the Buyer; or

- 4.2.4. the Buyer enters into, or any step is taken, towards any analogous procedure under the laws of any jurisdiction to the procedures set out in 4.2.1 to 4.2.3 above.
- 4.3. Without prejudice to its other rights and remedies (whether provided by law, equity or this Product Placement Agreement), the Buyer may terminate this Product Placement Agreement (either in whole or in part in accordance with clause 4.4 below) forthwith at any time by giving notice in writing to ITV Commercial if:
- 4.3.1. ITV Commercial commits a material breach of any provision of this Product Placement 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 Buyer giving full particulars of the breach and requiring it to be remedied; or
- 4.3.2. 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 ITV Commercial or if ITV Commercial 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;
- 4.3.3. ITV Commercial 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 ITV Commercial or if a receiver is appointed over ITV Commercial or its assets or any part thereof or a resolution is passed for such appointment or if an administrator is appointed over ITV Commercial or if an administration order is made in relation to ITV Commercial or if an application is made to court for the appointment of an administrator over ITV Commercial or if a notice of intention to appoint an administrator is given over ITV Commercial; or
- 4.3.4. the Buyer enters into, or any step is taken, towards any analogous procedure under the laws of any jurisdiction to the procedures set out in 4.3.1 to 4.3.3 above,
- each of clauses 4.3.1 to 4.3.4 being a **Termination Event**.
- 4.4. Where a Termination Event arises pursuant to clause 4.3, the Buyer shall only be entitled to terminate this Product Placement Agreement as follows:
- 4.4.1. where ITV Rights Limited is a party to this Product Placement Agreement and the proposed termination arises as a result of a Termination Event which affects ITV Rights Limited or ITV, the Buyer shall be entitled to terminate this Product Placement Agreement as follows: (i) to the extent the effect of the event relates solely to a region or regions within ITV whose population constitutes less than 10% of the total population of the UK, the Buyer shall be entitled to terminate this Product Placement Agreement to the extent it relates only to that part of ITV and not to the extent it relates to any other part of ITV; (ii) in all other cases, the Buyer shall be entitled to terminate this Product Placement Agreement in full;
- 4.4.2. where ITV Digital Channels Limited is a party to this Product Placement Agreement and the proposed termination arises as a result of a Termination Event affecting ITV Digital Channels Limited, the Buyer shall only be entitled to terminate such part of the Product Placement Agreement that relates to ITV Digital Channels Limited and ITV3 (and, for the avoidance of doubt, in such circumstances the remaining provisions of the Product Placement Agreement will continue in full force);
- 4.4.3. where ITV2 Limited is a party to this Product Placement Agreement and the proposed termination arises as a result of a Termination Event affecting ITV2 Limited, the Buyer shall only be entitled to terminate such part of the Product Placement Agreement that relates to ITV2 Limited and the ITV2 and ITV4 (and, for the avoidance of doubt, in such circumstances the remaining provisions of the Product Placement Agreement will continue in full force);
- 4.4.4. where ITV Consumer Limited is a party to this Product Placement Agreement and the proposed termination arises as a result of a Termination Event affecting ITV Consumer Limited, the Buyer shall only be entitled to terminate such part of the Product Placement Agreement that relates to ITV Consumer Limited and the ITV Hub (and, for the avoidance of doubt, in such circumstances the remaining provisions of the Product Placement Agreement will continue in full force); and

- 4.4.5. where ITV Breakfast Broadcasting Limited is a party to this Product Placement Agreement and the proposed termination arises as a result of a Termination Event affecting ITV Breakfast Broadcasting Limited, the Buyer shall only be entitled to terminate such part of the Product Placement Agreement that relates to ITV Breakfast Broadcasting Limited and the ITV Breakfast platform (and, for the avoidance of doubt, in such circumstances the remaining provisions of the Product Placement Agreement will continue in full force).
- 4.5. In the event that part of this Product Placement Agreement is terminated pursuant to clause 4.4, the parties shall agree, in good faith, an adjustment to the Product Placement Fee.
- 4.6. Termination or expiry of this Product Placement Agreement shall not affect any rights of either party in respect of any antecedent breach of this Product Placement Agreement by the other party or any accrued rights or liabilities (or the coming into force of any accrued rights or liabilities) of either party.
- 4.7. On termination or expiry of this Product Placement Agreement: (i) each party shall immediately return to the other, or permit the other to collect, all items in its possession 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 of the Product Placement Agreement has occurred as a result of ITV Commercial exercising a right of termination under this Product Placement Agreement, any portion of the Product Placement Fee not yet paid shall become due and payable immediately.

5. Liability

- 5.1. Subject to clause 5.3, and without in any way limiting the liability of the Buyer to ITV Commercial in respect of payment of the Product Placement Fee and/or pursuant to clause 3.11 above, neither party shall be liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any of the following losses or damages (unless expressly stated otherwise and whether such losses or damages were foreseen, foreseeable, known or otherwise and whether or not the relevant party is advised of the possibility of loss, liability, damage or expense):
- (a) loss of profit;
 - (b) loss of opportunity;
 - (c) loss of goodwill;
 - (d) loss of reputation;
 - (e) loss of business; or
 - (f) any loss which is indirect or consequential howsoever caused.
- 5.2. Subject to clause 5.3, ITV Group's maximum aggregate liability for any loss or damage in respect of any claims arising out of this Product Placement Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Product Placement Fee paid by the Buyer.
- 5.3. Nothing in this Product Placement 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.
- 5.4. Except as expressly set out in this Product Placement Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, in respect of the obligations of the parties under this Product Placement Agreement are excluded insofar as it is possible to do so in law.
- 5.5. The parties agree that the liability of each of the principals, on behalf of whom ITV Commercial has entered into this Product Placement Agreement as agent, for their obligations and liabilities relating to their respective Platforms under this Product Placement Agreement shall be several and shall extend only to any loss or damage arising out of their own breaches. Where more than one of the principals is liable for the same obligation or liability, liability for the total sum recoverable shall be attributed to the relevant persons in equal shares.
- 5.6. Pursuant to clause 5.5 and for the avoidance of doubt, the Buyer agrees that:
- 5.6.1. ITV Rights Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on ITV;

- 5.6.2. ITV Digital Channels Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on ITV3 and/or ITV Encore;
- 5.6.3. ITV2 Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on ITV2, ITV4 and/or ITVBe;
- 5.6.4. ITV Breakfast Broadcasting Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on ITV Breakfast; and
- 5.6.5. ITV Consumer Limited shall be solely responsible for the obligations and liabilities under this Product Placement Agreement relating to product placement on the ITV Hub,

and the Buyer agrees that it shall not bring a claim or proceedings against any party other than the party who is responsible for the relevant Platform to which the claim or proceeding relate.

6. Confidentiality

Neither party shall, either during or after the expiry of this Product Placement 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 Product Placement 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 or permit the duplication or disclosure of Confidential Information to any company in the ITV Group and to any third party holder of a channel 3 regional licence.

7. Entire Agreement

- 7.1. This Product Placement 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 Product Placement Agreement.
- 7.2. Subject to clause 7.3 below, each of the parties acknowledges and agrees that:
 - 7.2.1. it does not enter into this Product Placement 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 by any person (whether negligently or innocently and whether or not made by a party to this Product Placement Agreement) which is not expressly contained or referred to in this Product Placement Agreement (a **Representation**);
 - 7.2.2. 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
 - 7.2.3. without prejudice to clause 3.11 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 by any person (whether negligently or innocently and whether or not made by a party to this Product Placement Agreement) which is expressly contained or referred to in this Product Placement Agreement shall be the rights and remedies for breach of contract under this Product Placement Agreement.
- 7.3. Nothing in this Product Placement Agreement shall limit or exclude any liability for fraud (including fraudulent misrepresentation).
- 7.4. No variation, supplement, deletion or replacement of or from this Product Placement 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.

8. Force Majeure

- 8.1. 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 Product Placement Agreement caused by any Force Majeure Event provided that such Force Majeure Event is notified promptly to the other party.

- 8.2. If a party (the **Affected Party**) is unable to perform any of its obligations under this Product Placement Agreement for more than 20 Business Days as a result of the Force Majeure Event, the other party may terminate this Product Placement Agreement at any time and without further liability upon giving written notice to the Affected Party.
- 8.3. 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 Product Placement Agreement.

9. Notices

- 9.1. For the purposes of this clause, the authorised address of ITV Commercial and the Buyer shall be the addresses set out in section 1 of the Product Placement Booking Form 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.
- 9.2. Any notice or other communication to be given under this Product Placement 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 or posted by pre-paid first class post addressed to that party at such address and shall if:
- 9.2.1. personally delivered be deemed to have been received at the time of delivery; or
- 9.2.2. 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.
- 9.3. For the avoidance of doubt notice served by email, fax or text message via mobile phone shall not be deemed validly served.

10. General

- 10.1. The relationship between the parties is that of independent contractors.
- 10.2. Neither party may assign or sub-contract any of its rights or obligations under this Product Placement Agreement without the prior written consent of the other party, except that ITV Commercial shall be entitled upon giving notice to the Buyer to sub-contract, assign or otherwise transfer this Product Placement Agreement (including any benefit or obligation under it) to any other company within the ITV Group.
- 10.3. All sums payable under this Product Placement 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.
- 10.4. The provisions of those clauses intended to have continuing effect (including, without limitation, clauses 2.1.3, 2.2, 3, 4.2, 4.3, 5, 6, 7.2, 7.3 10.4 and 10.11) shall continue in full force and effect following the termination or expiry of this Product Placement Agreement.
- 10.5. If the whole or any part of any provision of this Product Placement Agreement is or becomes invalid, void or unenforceable for any reason, the same shall, to the extent required, be severed from this Product Placement Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Product Placement Agreement and shall in no way affect the validity or enforceability of any other provisions.
- 10.6. No waiver by either party (the **Non-Defaulting Party**) of any breach of the other party's obligations shall constitute a waiver of any other prior or subsequent breach and the Non-Defaulting Party shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any obligation of the other party.
- 10.7. No person other than a party to this Product Placement Agreement and any member of the ITV Group may enforce this Product Placement Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999. The parties to this Product Placement Agreement may vary, waive or terminate any of the obligations under this Product Placement Agreement without seeking the consent or approval of any other person.
- 10.8. Each party to this Product Placement Agreement is duly authorised to enter into and perform its obligations under this Product Placement Agreement.

- 10.9. This Product Placement Agreement may be executed in counterpart but the counterparts shall together constitute one and the same instrument.
- 10.10. Rights and remedies of each party under this Product Placement Agreement are independent, cumulative and without prejudice to its rights under the law.
- 10.11. This Product Placement 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 1

Glossary

Business Day	means a day (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary business;
Codes	means the Ofcom Broadcasting Code (as amended from time to time), the UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing, the UK Code of Broadcast Advertising and any other relevant codes (whether statutory or self regulatory) or any replacement of the same;
Confidential Information	<p>means any information in any form emanating from either party or any member of the ITV Group and any compilation of otherwise public information in a form not publicly known, including (but not limited to):</p> <ul style="list-style-type: none">(a) the existence and contents of this Product Placement 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 Product Placement Agreement. <p>Confidential Information shall not include:</p> <ul style="list-style-type: none">(a) information which at the time of disclosure is publicly known;(b) information which after disclosure becomes publicly known other than as a result of any breach of this Product Placement Agreement;(c) 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; and(d) 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;
Creative Assets Delivery Deadline	means the delivery deadline defined in section 4 of the Product Placement Booking Form;
Editorial Decisions	means any decision concerning the development, production, content, scheduling, marketing, promoting and/or advertising of the Programme;
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 (but not limited to) 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;
ITV2	means the digital channel of that name owned and operated by ITV2 Limited (registered number 1867871) and including any time shifted and any high definition version of the same;

ITV3	means the digital channel of that name owned and operated by ITV Digital Channels Limited (registered number 3101815) and including any time shifted and any high definition version of the same;
ITV4	means the digital channel of that name owned and operated by ITV2 Limited (registered number 1867871) and including any time shifted and any high definition version of the same;
ITVBe	means the digital channel of that name owned and operated by ITV2 Limited (registered number 1867871) and including any time shifted and any high definition version of the same;
ITV Breakfast	means the national channel 3 breakfast time service broadcast pursuant to the national channel 3 breakfast time licence operated and controlled by ITV Breakfast Broadcasting Limited (registered number 07698963) and including any time shifted and any high definition version of the same;
ITV Encore	means the digital channel of that name owned and operated by ITV Digital Channels Limited (registered number 3101815) and including any time shifted and any high definition version of the same;
ITV Group	means ITV plc and its direct and indirect subsidiaries worldwide;
ITV Hub	means the online video on demand service available to UK residents through www.itv.com and the ITV Hub mobile application owned and operated by ITV Consumer Limited;
Legislation	means all statutes or statutory provisions which apply to ITV Commercial and all updates thereof, including (but not limited to) the Broadcasting Acts of 1990 and 1996, the Communications Act 2003 and the Audiovisual Media Services (Product Placement) Regulations 2010;
Ofcom	means the Office of Communications or its successor;
Platforms	means the broadcast channels and video-on-demand platforms defined in section 4 of the Product Placement Booking Form;
Product	means the product defined in section 4 of the Product Placement Booking Form;
Product Placement Booking Form	means the booking form between ITV Commercial and the Buyer, which sets out the agreed commercial terms and references the Product Placement Terms and Conditions;
Product Placement Fee	means the amounts defined in section 4 of the Product Placement Booking Form;
Product Placement Period	means the period defined in section 4 of the Product Placement Booking Form;
Programme	means the programme defined in section 4 of the Product Placement Booking Form; and
Term	means the period defined in section 4 of the Product Placement Booking Form.