SKY STANDARD TERMS AND CONDITIONS FOR LONG FORM VOD (ROI)

(INCLUDING SKY GO, PULL, ADVANCE AND ADSMART PLATFORMS)

1. DEFINITIONS

1.1 In these Terms and Conditions, the following words and expressions shall have the following meanings unless the context otherwise requires:

"Advertisement" means the Creative delivered to Sky and intended for delivery (either on a targeted or untargeted basis) by any means across any of the Sky Platforms that distribute long form VOD;

"Advertiser" means the advertiser specified in the Booking;

"Affiliate" in relation to any Party, any person, company, association or other separate legal entity which, directly or indirectly: (a) is Controlled by that Party; (b) Controls that Party; or (c) is under substantially common Control with that Party;

"Agency" means the media buying agency (if there is one) acting on behalf of the Advertiser, as specified in the Booking;

"Agreement" means these Terms and Conditions and the Booking, including the the terms set out in Annexes A and B;

"BARB" means Broadcasters' Audience Research Board (BARB) is the organisation that compiles audience measurement and television ratings in the United Kingdom;

"BCAP Code" means the Broadcast Committee of Advertising Practice Code and accompanying guidance (as amended or superseded from time to time);

"Booking" means the email booking (or automated system nominated by Sky from time to time) to make a booking which constitutes part of the Agreement between Sky and the Client;

"Bribery Act" means the Bribery Act 2010 (as amended or superseded from time to time);

"Campaign" means an Advertisement transmitted pursuant to the terms agreed in the Booking;

"Campaign End Date" means the end date specified in the Booking for the Campaign;

"Campaign Instructions" means an instruction placed by the Client through a service nominated by Sky authorising Sky to transmit its Advertisement and stating any relevant information, including without limitation the commercial reference numbers, durations, start dates, end dates, frequency caps, spacing rules and channels as appropriate;

"Campaign Start Date" means the start date specified in the Booking for the Campaign;

"Campaign Period" means the agreed time period that a Campaign is transmitted for;

"CAP Code" means the Committee of Advertising Practice (Non-Broadcast) Code and accompanying guidance, (as amended or superseded from time to time);

"Clearcast" means Clearcast Limited or any superseding body;

"Clear Working Days" means a number of consecutive Working Days, excluding the first day and the last day;

"Client" means (a) the Agency acting on behalf of the Advertiser; (b) where there is no Agency, the Advertiser; or (c) both the Agency and the Advertiser together;

"Control" means the power of a person, company, association or other separate legal entity to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes and "**Controlled**" shall be construed accordingly**.**;

"Copy Clearance Secretariat" means the body (currently Clearcast) which scrutinises the Creative against the Relevant Laws and BCAP Code following the submission of the Advertisement to ensure it is compliant;

"Creative" means any material intended for transmission by Sky. Creative shall be deemed to have been delivered only when all of Sky's technical requirements have been met and Sky has given the Campaign Instructions;

"Creative Agency" means a person, firm or company carrying on the business of creating and/or producing any Creative;

"Deliverables" means results, reports, and other deliverables material created or produced by or on behalf of Sky for the Client in association with the Advertisement.

"Devices" means any device by which a viewer is able to access the content made available by Sky, including without limitation personal computers (including laptops and macs), iOS devices (including iPhones, iPod, iPod touch, iPads), games consoles (including Sony PS3, Xbox and Nintendo Wii); internet connected or smart televisions or connected Blu-ray or DVD players, LG Netcast devices (including connected TVs, BluRay players, Internet media players, connected sound bars and speaker bars), Humax and YouView set top boxes, Android operating system tablets and mobile phones, Roku set top boxes (including the Roku set top box branded "Now TV"), a smartphone, tablet or personal computer running a version of Microsoft's Windows 8 operating system (Desktop and Metro and Windows RT, Windows Phone 8 and Windows 8 Pro), and the Now TV box;

"Force Majeure" means any event beyond the reasonable control of either Sky or the Advertiser or Agency, as applicable, and shall include (but not by way of limitation) strikes, lockouts, riots, sabotage, acts of war, terrorism, hostilities or piracy, any law, destruction of essential equipment by fire, explosion, storm, flood, earthquake, interruption or failure of utility services, including telecommunication networks, electric power, gas or water, satellite and/or transmission failure and delay caused by failure of power supplies or transport;

"FSMA" means the Financial Services and Markets Act 2000;

"Impression" means the metric of advertisements, as measured and determined by Sky on a platform by platform basis;

"Net Fee" means the net fee (i.e. the fee less any Agency commission) specified in the Booking (as may be adjusted from time to time pursuant to Clause 7.4);

"Ofcom" means the Office of Communications (or any superseding body);

"Ofcom Codes" the Ofcom Code on the Scheduling of Television Advertising, the Ofcom Broadcasting Code and accompanying guidance, all as amended or superseded by revised codes issued by Ofcom from time to time;

"**OTT**" means the media distribution practice of streaming content over the internet to the user's device;

"Relevant Laws" means any applicable laws, statutes, regulations and relevant industry codes of practice (including without limitation, the CAP code, BCAP Code, the Ofcom Codes, and Bribery Act) as may be updated from time to time;

"Set Top Box" means a set top box, decoder or other equivalent device (whether or not integrated into a television set or other audio-visual monitor) which is installed at a place of reception and is capable of receiving and decoding (i) satellite transmissions received via a satellite dish at the place of reception (including, for the avoidance of doubt, a place of multiple occupation and any device used as part of any satellite master antennae systems (known as "SMATV")) and/or (ii) electronic transmissions using internet protocol or equivalent for the purpose of viewing the content contained in those transmissions at that place of reception;

"Sky Platforms" means a platform on which Sky may distribute long form VOD content (including but not limited to satellite, cable, mobile phone, broadband and video on demand (VOD)) and serve targeted advertising on that content, and includes the following targeted advertising services and distribution platforms:

- (i) **"Sky AdSmart"** means Sky's ability to deliver targeted advertising through a Set Top Box or Device;
- (ii) **"Sky AdVance"** means Sky's ability to deliver sequential or consequential advertising to television and online audiences (including audiences on third party inventory acquired on behalf of a Client); and
- (iii) Sky's OTT products, which include **"Sky Go"** and **"Now TV"**; and
- (iv) any apps by which Sky distributes long form VOD, including Sky Sports, My5, Sony App, Blaze.

"Sky" means Sky Subscribers Services Limited and includes their successors and assigns;

"**Sky Viewing Panel**" means, in respect of Sky AdSmart, a panel of Sky customers (currently known as the Sky Viewing Panel) who provide Sky with their television viewing data for the purposes of Sky compiling television measurement data;

"Standard Timelengths" are 10 seconds or a multiple of 10 seconds;

"Terms and Conditions" means these terms and conditions;

"Territory" means the territories into which Advertisements are transmitted and of which the Agency is aware;

"VOD" means video on demand;

"Working Days" means Monday to Friday inclusive in each week except any bank or public holiday. Creative delivered after 5pm on a Working Day shall be deemed to have been received on the next Working Day.

2. AGREEMENT

2.1 These Standard Terms and Conditions shall apply to all advertising purchased by a Client and together with Sky's Booking shall constitute the Agreement made between Sky and the Client in relation to the Campaign.

2.2 By placing a Booking with Sky, the Client accepts in full these Terms and Conditions. Unless the Booking expressly states otherwise, in the event of any conflict between these Terms and Conditions and the Booking, these Terms and Conditions shall prevail.

2.3 Where the Client is an Agency, the Agency warrants that:

2.3.1 it contracts with Sky as principal notwithstanding that it may be acting as an advertising agency or media buyer or in some other representative capacity; and

2.3.2 it is authorised to represent and bind the Advertiser(s) named in the Booking;

2.3.3 the Agency and Advertiser(s) agree to be jointly and severally liable under and bound by the terms of this Agreement;

2.3.4 it undertakes to indemnify Sky against any claim by the Advertiser that it should not be bound; and

2.3.5 it shall be responsible for the payment of accounts, unless other arrangements are agreed in writing.

2.4 The parties acknowledge that agency commission may be payable under the Agreement and the Agency warrants that it shall comply with any disclosure obligations to the Advertiser in respect of Agency commission under the Agreement.

3. DELIVERY OF CREATIVE

3.1 Creative (including the material specified in Clause 4.13) must be delivered to and received by Sky not less than six Clear Working Days before the intended Campaign Start Date.

3.2 If Sky decides that Creative is unsuitable, Sky shall notify the Client who must supply alternative Creative at its own cost as soon as possible and the Creative will not be transmitted until the date that is six Clear Working Days following the date that acceptable Creative is delivered to Sky (or the Campaign Start Date, where that is the later date).

3.3 Where acceptable Creative is not delivered at least six Clear Working Days before the Campaign Start Date, the Client be liable to pay in full for the Campaign whether or not any or all booked Impressions are delivered by the Campaign.

3.4 Unless otherwise instructed Creative may be destroyed by Sky if not transmitted for a period of 90 days without further reference to the respective Client.

4. TRANSMISSION OF CREATIVE

4.1 The Client hereby authorises Sky to transmit all Creative delivered pursuant to the Agreement.

4.2 Advertisements will only be transmitted if they are approved by Sky and:

4.2.1 satisfy all of Sky's technical requirements as may be notified by Sky to the Client from time to time;

4.2.2 comply with all Relevant Laws; and

4.2.3 comply with the BCAP Code and the Ofcom Codes. Sky acknowledges that there is no legal or regulatory requirement for Advertisements to comply with the BCAP Code and the Ofcom Codes as they do not constitute broadcast advertising. However, for the purpose of consistency and quality, Sky requires that any Creative delivered under the Agreement must comply with the BCAP Code and the Ofcom Codes as if it constituted broadcast advertising.

4.3 The Client agrees that it is fully responsible for the content of the Creative and is responsible for the actions of any person, including but not limited to any Creative Agency, in relation to the creation, authenticity and delivery of Creative.

4.4 Advertisements must also comply with the Clearcast Notes of Guidance for Television Advertising and the Copy Clearance Secretariat notes of guidance and copy clearance bulletins in force at the time of transmission and in addition:

4.4.1 scripts and/or storyboards, along with consignment notes for all spot Advertisements must be submitted in advance to the Copy Clearance Secretariat for provisional approval before transmission;

4.4.2 all finished clocked Creative must be submitted to the Copy Clearance Secretariat for approval before transmission;

4.4.3 the Creative provided to Sky for transmission must be the same Creative (and with the same clock number) as the Creative approved by the Copy Clearance Secretariat; and

4.4.4 approval by the Copy Clearance Secretariat of any Creative and/or compliance with the terms set out in Clauses 4.1, 4.2 and 4.3 shall not in any way prejudice Sky's right to reject any Advertisement as provided under Clause 3 above.

4.5 The Client shall procure the compliance of any Creative Agency with the obligations set out in Clause 4.4 and Clause 11 as if the Creative Agency were a party to this contract. The Client will indemnify and hold Sky harmless against any loss or damage caused by a Creative Agency's breach of Clauses 4.4 and Clause 11.

4.6 The Client hereby acknowledges and agrees that, unless agreed otherwise in writing with Sky, all Creative provided under the Agreement will be cleared for transmission across all of the relevant Sky Platforms and Sky may transmit the Creative across any or all of the relevant Sky Platforms (whether on a simultaneous basis or any other basis) without providing prior notice to the Advertiser or Client.

4.7 Sky reserves the right at its absolute discretion to do any act or thing in respect of the transmission of any Advertisement or part thereof (including the fading, editing, or cutting thereof), where such Advertisement or part thereof is considered by Sky to be unsuitable for transmission and Sky shall not thereby incur any liability to the Client who shall have no claim whatsoever for damages or otherwise in respect of any non-transmission of any such Advertisement or part thereof but the Client shall remain liable in full to Sky for the charges payable hereunder for such Advertisement.

4.8 Sky reserves the right at its absolute discretion and without incurring any liability to decline to transmit any Advertisement without giving any reason in writing for so declining but the Client shall not be liable to pay for any Advertisement which Sky so declines to transmit provided such Creative has been delivered on time as provided for in Clause 3 above.

4.9 All programmes are subject to suspension or cancellation or placement at the absolute discretion of Sky.

4.10 Sky reserves the right at its absolute discretion to restrict any repeat transmission of the same Advertisement.

4.11 All Bookings are accepted on the understanding that they will be paid in accordance with the accounting dates as specified in Clause 9.

4.12 Sky will use reasonable endeavours to adhere to the Campaign Instructions but shall not be liable for any failure to comply with those instructions. Sky also reserves the right not to transmit the Advertisement if Campaign Instructions are not received by Sky ten Clear Working Days before the Campaign Start Date.

4.13 The Client shall deliver the Creative in accordance with the specifications set out in https://www.skymedia.co.uk/digital/advertising-specifications/ and its script, consignment notes and Campaign Instructions (as applicable) to Sky well in advance of the first transmission date of the Advertisement (but in no event later than the timeframes specified in Clause 3.1).

4.14 Sky reserves the right at its absolute discretion to refuse Advertisements advertising more than one product.

4.15 No protection is given by Sky to the Client against the proximity of transmission of Advertisements featuring competitive products.

4.16 Sky shall not be held responsible for any addition to, changes in or deletions from any Creative required by Ofcom or delays resulting therefrom.

4.17 Sky reserves the right to refuse Creative that does not comply with Standard Timelengths requirements.

4.18 Sky reserves the right at its absolute discretion not to accept any Booking or any Creative, including but not limited to competitive channel Advertisements that contain date, day or time specific or appointment to view references in either a verbal or visual context.

5. DATE OF TRANSMISSION

5.1 For the avoidance of doubt, the Campaign shall be delivered at any time between the Campaign Start Date and the Campaign End Date. Other than as expressly agreed in the Booking, Sky cannot guarantee that the Campaign will be delivered on any particular content or at any specific time or date.

5.2 In the event that a Campaign Start Date or a Campaign End Date is changed from that which is specified in the Booking, the Client acknowledges that the advertisement may be transmitted at a time which falls outside of the Campaign Period.

5.3 Without prejudice to Clause 5.1, Sky shall incur no liability for any failure to transmit all or any part of any Advertisement or for any failure to adhere to the Campaign Instructions, except that if a total failure to transmit shall be due to the sole fault of Sky and shall be subject to Clause 15.

6. CANCELLATION OR POSTPONEMENT

6.1 Subject to the provisions of Clause 9, any Booking may be cancelled or postponed by either party provided that any such notice in writing of cancellation or postponement is received and acknowledged by Sky or the Client as the case may be not less than four weeks before the first Campaign Start Date. Cancellation or postponement requests by a Client for campaigns within four weeks before the Campaign Start Date shall be considered by Sky and may be accepted at Sky's absolute discretion subject to the following cancellation charges that apply to the entire campaign:

Within 2-4 weeks before Campaign Start Date: 50% of the value of Booking at the time of cancellation

Within 14 days before Campaign Start Date: 100% of the value of Booking at the time of cancellation

6.2 Unless a Booking is cancelled in accordance with Clause 6.1, a Client who fails to deliver any Creative in accordance with Clause 3 will remain liable to pay for the Campaign in full whether or not the Campaign is delivered. Sky reserves the right to retain all expenditure for any postponed campaign and to rebook the Campaign during a mutually agreed period.

6.3 Any request by a Client for the postponement of a campaign for which such Client has pre-paid must be made to Sky in writing. Any acceptance of such a request shall be at Sky's sole discretion. Any such postponed campaign must be recommitted at the time of postponement to a time as soon thereafter as reasonably possible and in any event not more than six calendar months after the campaign being postponed. Any postponed campaign not recommitted within six calendar months of the first Campaign Start Date shall be subject to Sky's cancellation charges of 100 percent that apply to the entire campaign.

7. IMPRESSIONS

7.1 The Client acknowledges that delivery statistics provided by Sky are the official, definitive measurements of Sky's performance on delivery obligations, if any, provided in the Agreement. No other measurements or usage statistics (including those of the Client) will be accepted by Sky or have any bearing on the Agreement

7.2 The Client acknowledges that Impressions shall be measured using Sky's nominated ad server(s) (in place from time to time). In respect of the Sky Advance (targeted advertising) service, the Client acknowledges that Sky may combine or merge Sky data and third party data to provide the Client with information regarding target audiences/segments. In respect of the Sky AdSmart (targeted advertising) service, the Client acknowledges that Impressions may be measured using the Sky Viewing Panel and that Sky may combine Sky Data and third party data to provide the Client with information regarding target audiences/segments.

7.3 Sky shall endeavour to supply the target number of Impressions indicated in the Booking (except where acceptable Creative is delivered late). However the Client acknowledges that Sky has not made any guarantees with respect to any target audiences/segments, usage statistics or levels of Impressions for any Campaign and Sky shall not be held liable (in negligence or otherwise) for any such claims.

7.4 In the event that Sky fails to meet the target number of Impressions indicated in the Booking, Sky and the Client shall engage in good faith discussions to agree a mutually acceptable solution by which Sky can return alternative media value to the Client. Without prejudice to the foregoing, in respect of the Sky AdSmart (targeted advertising) service, should Sky fail to meet the target number of Impressions indicated in the Booking, Sky has the right to adjust the Net Fee set out in the Booking after the Campaign End Date for the number of Impressions delivered.

8. SCREEN FORMAT DISCLAIMER

8.1 Sky will use reasonable endeavours to ensure that Advertisements are transmitted in the screen format and/or resolution that is delivered by the Client, but it is understood and accepted by the Client that for technical reasons Sky cannot guarantee to do so and the Client will remain liable for all charges hereunder notwithstanding if for any reason including technical error, breakdown or Force Majeure; the Advertisements are not transmitted in the intended format.

8.2 Sky makes no guarantee that a channel logo or identifier, or any interactive trigger, will not obscure text in an Advertisement, where that text is placed at the top of the screen.

9. TERMS OF PAYMENT

9.1 In respect of the Sky AdSmart (targeted advertising) service, Sky may require the Client to make full payment in advance of each Booking as a condition of acceptance of Bookings. Unless otherwise expressly agreed by the parties in writing, the Client will be invoiced for the Net Fee at the end of the first calendar month after the Campaign End Date and the Client must ensure that payment is made to Sky in Euros within thirty (30) days after the date of the invoice.

9.2 The Client must pay the Net Fee and VAT at the relevant rates prescribed by law (and all similar sales tax (if applicable)).

9.3 The Client understands that once the Agreement is entered into, there shall be no refunds or suspension of payments, other than at the sole discretion of Sky.

9.4 In the event of a Client not paying an account by the due date, Sky reserves the right without prejudice to all its other rights:

9.4.1 not to accept further bookings from the Client;

9.4.2 to treat any amount due to Sky as a simple debt recoverable forthwith; and/or

9.4.3 to charge interest on all monies outstanding beyond the date for payment at a rate of two percent over the Barclays Bank plc base rate from time to time in force per month,

and the Client will be responsible for all expenses (including legal fees on an indemnity basis) incurred by Sky in collecting the amounts due.

9.5 The existence of a query in any individual item in an account will only affect the due date of payment of that individual item. The Client must inform both the Sales and Credit Control Department of Sky in writing of any query within seven Working Days from receipt of the invoice. Any such query must note the invoice to which it refers together with full details of and justification for the query. No Advertisement may be brought into dispute by the Client after this time. In the event of a query being resolved in favour of Sky, the item in query will be subject to the full rate of interest as specified in Clause 9.4.3 above, subject only to Sky having dealt with the query within a reasonable time.

9.6 All payment accounts for Campaigns shall be made in full and it shall not be open to the Client to make any deduction retention or to claim any rights of set off or to make any counterclaim in any proceedings brought by Sky in respect thereof.

9.7 All amounts payable will be rounded up to the nearest pound.

9.8 All Bookings are accepted on the understanding that they will be paid for at the rates agreed and in accordance with this Clause 9.

10. LICENCE

10.1 Without prejudice to any rights Sky may have under law, the Client hereby grants to Sky a worldwide, non-exclusive, royalty-free licence to reproduce and display the Creative (including all contents, trade marks and brand features contained therein) across any and all of the Sky Platforms. The Client acknowledges that it will ensure such Creative is

cleared for transmission and/ or access by viewers across all Sky Platforms in the manner permitted by Sky from time to time, including without limitation:

10.1.1 on a simultaneous or onward streamed basis from the Set Top Box or other technology to any Set Top Box or other Device within or outside of the home; and

10.1.2 the streaming, downloading, side-loading or other form of access by a viewer of any recordings that have originated from the Set Top Box or other technology to any other Device or Set Top Box within or outside of the home;

10.2 The Client grants to Sky the express right to:

10.2.1 reproduce throughout the world screen shots of all or part of the Creative supplied by the Client to Sky on or in any promotional or advertising material or campaign promoting or advertising Sky Platforms;

10.2.2 include the Creative within a channel (or programme) which is received by a viewer by VOD means, or by means of an onward simultaneous streams.

10.3 Where the Client provides the material for the Creative, all intellectual property rights in such material provided by the Client and the Client's trade marks (excluding the Sky trade marks) shall remain the property of the Client.

10.4 The Client grants to Sky the express right to reproduce throughout the world screen shots of all or part of the Creative supplied by the Client to Sky on or in any promotional or advertising material or campaign promoting or advertising Sky Platforms.

10.5 Where Sky creates the material for the Creative, all legal and beneficial interest in any intellectual property rights relating to the materials, video, audio, graphics, text, data or software provided by or on behalf of Sky for the purposes of the Agreement (however excluding the Client's trade marks) and all templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of Sky remain the property of Sky. For the avoidance of doubt, where Sky pays a third party to develop any Creative, it shall be deemed to be supplied by or on behalf of Sky for the purposes of the Agreement.

10.6 Client grants Sky and its Affiliates a non-exclusive licence to use, modify and copy any intellectual property provided to Sky or its Affiliates for the purposes of performing their respective obligations under this Agreement.

10.7 Sky grants the Client a perpetual, irrevocable and non-exclusive licence to use the Deliverables in the United Kingdom for its own internal business purposes.

11. USE OF PIXEL TAGS AND DATA PROTECTION

11.1 In respect of long form VOD content which is delivered OTT, Sky may, in its (absolute) discretion allow the Client to use a single 1 x 1 click/impression tracker for each Impression acquired ("**Tracker**").

11.2 If Sky does permit the use of any such Tracker, the Client acknowledges and agrees that it shall use the Tracker only in accordance with the following requirements:

11.2.1 the Tracker must be from one of the trackers listed in Annex A;

11.2.2 any data collected from the tracking shall only be processed to validate that an impression or ad was served to the relevant viewer and not otherwise and shall not include/record a viewer/user's IP address or any other identifier (save as permitted under clause 11.2.3); and

11.2.3 In the event that a viewer/user's IP address or any other identifier is received as a result of the tracker technology, this shall not be used or otherwise processed other than for internal reporting and campaign evaluation purposes. For clarity, no such data shall be used to re-target any user/viewer on any other inventory (unless such inventory is sold by Sky).

11.3 Without prejudice to the restrictions in clause 11.2, in respect of any data collected and processed via any Tracker, the Client agrees to comply with its obligations (in the capacity of the Transferee) set out in Annex B (Personal Data Sharing Agreement).

11.4 The Client acknowledges and agrees that Sky may monitor any Trackers used by the Client (including tracking undertaken on its behalf it by a third party) in relation to this Agreement. If Sky so requests, the Client shall provide relevant information, access to resources and assistance to Sky to facilitate such monitoring.

11.5 Without prejudice to the terms set out in Annex B (Personal Data Sharing Agreement), if so directed by Sky, the Client shall suspend using any Tracker at any time.

11.6 The Client acknowledges and agrees that Sky may nominate or implement its own impression/click tracking tools and measurements at any time. If Sky provides any reports (or access to reports) to the Client as a result of Sky using its own such tools, the Client agrees that such reports may only show impression viewing/click tracking (as the case may be) on an aggregated level and, in any case, shall only use such reports for the purposes of confirming the number of Impressions acquired by it from Sky.

12. THIRD PARTY MEDIA

12.1 In the event that Sky acquires third party inventory on behalf of the Client (via a trading exchange or otherwise), the Client agrees that:

12.1.1 Sky may link the Campaign to a booked television campaign, a Sky Advance campaign and/or a Sky AdSmart campaign.

12.1.2 viewing data in respect of advertisements may be sourced from Sky channels and/or third party channels.

12.1.3 viewing data in respect of sponsorship credits may be sourced from Sky channels and/or third party channels.

12.1.4 In the event that the Client wishes to provide viewing data from third party channels earlier than it is made available to Sky by BARB, the Client shall supply Sky with a daily list of all relevant spot advertisement information upon the day of transmission of each spot advertisement; and

12.1.5 Sky may use and publish the results of the Campaign in its internal and external marketing materials and case studies.

13. REPRESENTATIONS AND WARRANTIES

13.1 The Client warrants and represent to Sky for the duration of the Term that:

13.1.1 it will be responsible for obtaining and paying for all necessary licenses and consents for the transmission across all Sky Platforms throughout the Territory;

13.1.2 it holds all necessary rights to permit the use, reproduction, display, transmission and distribution of the Creative in the manner specified and can grant to Sky such rights (which, for the avoidance of doubt, in the event that any Creative contains a sound recording (the "**Recording**"), shall include but not be limited to all consents and permissions from (i) the copyright owners of the musical and/or literary composition(s) reproduced on the Recording; and (ii) labour organisations including the Musicians' Union for which the Client shall pay all re use payments, royalties and other sums required for such consents and permissions);

13.1.3 where the Client has provided the material for the Creative it has obtained all intellectual property rights and other third party rights, and all appropriate consents, clearances and licences for the Creative (including without limitation music rights and performance rights);

13.1.4 that the transmission of the Creative will not infringe any intellectual property right or other third party right;

13.1.5 the Creative does not contain anything which is defamatory, obscene, false or misleading;

13.1.6 it has complied with all Relevant Laws;

13.1.7 the Creative complies with all provisions of the BCAP Code and Ofcom Codes (as if Advertisements constitute broadcast advertising);

13.1.8 that the Creative complies with all Relevant Laws; and

13.1.9 any Creative pursuant to the Agreement either:

(a) does not constitute a financial promotion within the meaning of the FSMA or other applicable law; or

(b) has been approved by an 'authorised person' within the meaning of the Act or is otherwise permitted under the FSMA or an exemption order thereto and the Client has expressly notified Sky in writing of this.

13.2 Where Sky has provided Deliverables to the Client, the Client shall use the Deliverables solely for the benefit of the Advertiser and only for the Advertiser's own internal business purposes. For the avoidance of doubt, the Client shall not sell, assign, licence, or otherwise provide or allow the provision of such Deliverables to any third party without the prior written consent of Sky, except that (where the Client is the Advertiser) the Client may disclose the Deliverables to its Agency under obligations of confidentiality to be utilised by such Agency for the sole benefit of the Advertiser's internal business purposes. The Client shall be liable for any losses suffered by Sky for any misuse of the Deliverables, whether by the Client or its Agency.

13.3 The Client acknowledges and agrees that: (i) the Deliverables are not intended to be used as the sole basis for any business decision, and may be based upon data which is provided by third parties; (ii) the accuracy and/or completeness of the Deliverables are not possible and/or economically viable for Sky to guarantee; and (iii) the Deliverables also involve models and techniques based on statistical analysis, probability and predictive behaviour, and therefore neither Sky will be liable for:

13.3.1 any inaccuracy, incompleteness or other error relating to any material, data or information provided to Sky by the Client or by any third party (including any subcontractor); or

13.3.2 any failure of the Deliverables to achieve any particular result for the Client.

14. INDEMNITIES

14.1 In relation to third party claims, the Client agrees to indemnify and keep indemnified Sky, its Affiliates, officers and employees and hold Sky, its Affiliates, officers and employees harmless against any and all liabilities, costs, expenses, damages and losses of any kind (including legal fees and costs) incurred by Sky, its Affiliates, officers and/or employees and/or operator as a result of any claims actual or threatened, relating to any of the Client's breach of this Agreement, trademark or copyright infringement arising from the Creative and/or any material (provided by or on behalf of the Client)., breach of confidentiality by the Client, and breach of any Relevant Laws by the Client,

15. LIMITATION OF LIABILITY

15.1 Sky's liability under the Agreement including without limitation any failure to provide the services specified under the Agreement or extending the term of the campaign period, will be limited to providing an alternative advertising or sponsorship opportunity, as soon as is reasonably practical, of a value equal to the shortfall using the relevant rates agreed between Sky and the relevant Client.

15.2 In no event shall Sky be liable to the Client for any direct or indirect economic loss of any kind including (without limitation) any direct or indirect loss of profits, business, contracts, revenues, goodwill, production and anticipated savings arising from any failure to publish in a timely manner or at all any Creative in accordance with the Agreement or any other breach by Sky of the terms of the Agreement.

15.3 Without prejudice to the provisions of Clauses 15.1 and 15.2, in the event that Sky is held liable for damages or losses suffered by the Client, the maximum liability that Sky shall have towards the Client in respect of any act or omission and any related series of acts or omissions shall be the Net Fee paid to Sky by the Client or on its behalf under the Agreement.

15.4 Notwithstanding any other provision of the Agreement, Sky does not limit or exclude liability: (i) for death or personal injury caused by its negligence; (ii) for its fraud or fraudulent misrepresentation; and (iii) to the extent any such limitation or exclusion of liability would be in contravention of applicable law.

16. TERM AND TERMINATION

16.1 The term of the Agreement shall commence when the Booking has been made by the Client and the Agreement shall continue in force and effect until the Campaign End Date unless terminated earlier pursuant to this Clause 16 of the Agreement.

16.2 Without prejudice to its other rights and remedies Sky shall be entitled to terminate the Agreement in whole or in part forthwith at any time by giving notice in writing to the Client if:

16.2.1 the Client fails to observe or perform any of its obligations hereunder and, where such failure is capable of remedy, does not remedy such failure within 7 days after being served notice to do so;

16.2.2 the Client) fails to comply with its obligations to pay the fee as set out in Clause 9 of these Terms and Conditions;

16.2.3 the Client becomes insolvent, a person passes a resolution for either of winding up or dissolution, an administration order is made against the Client or a receiver is appointed over, or takes possession of the assets of the Client;

16.2.4 the activities or conduct of the Client or activities relating to the Client's business are of such a nature that Sky reasonably considers that the continued provision of advertising and/or sponsorship services would be detrimental to the reputation of Sky and/or the programme or otherwise damaging to the Sky brand; or

16.2.5 the Client undergoes a change of control (for the purposes of this paragraph "change of control" shall occur where (i) a person who is not an Associate of the Client gains Control of the Client; or (ii) any person obtains any form of influence over the management of the Client and Sky reasonably believes such influence would be harmful to Sky's business or the business of any of its Associates),

and on termination of the Agreement by reason of any of the foregoing, Sky shall be entitled without affecting any other rights which it may have, to charge, in addition to all other sums due under the Agreement, any costs associated with removing the Creative, from the relevant Sky Platforms or any broadcast or transmission on any platform.

16.3 In the event that the Agreement is terminated for any reason then without prejudice to its rights and remedies,

(a) Sky shall be under no obligation to transmit any Advertisement or to refund any Net Fee or other amounts paid by or on behalf of the Client to Sky in respect of such Advertisement;

(b) the Client shall remain liable for any amount due under a Booking and such an obligation to pay shall survive the termination of the Agreement;

(c) at the request of Sky, the Client shall return all of Sky's statistics and measurement data from the Campaign provided under the Agreement

17. CONFIDENTIALITY AND PERSONAL DATA

17.1 Each party shall keep confidential all information disclosed to it by the other whether relating to the Agreement or otherwise relating to the content or operation of the Agreement (including but not limited to business affairs, operations, customers, analysis, compilations, the Deliverables, data, the Sky Data and any other data provide by Sky to Client in respect of the Campaign (whether provided directly to Client or via an online portal), opinion and other material pursuant to the Agreement) ("**Confidential Information**").

17.2 Each party will only disclose Confidential Information to those of its employees and officers who (i) need to know it for the purpose of exercising or performing its rights and obligations under the Agreement (ii) are informed of the confidential nature of the information divulged and (iii) agree to act in compliance with the Agreement.

17.3 Neither party will disclose Confidential Information to any third party (other than its employees and officers in accordance with this Clause 17), except for information that:

17.3.1 is in the public domain other than by default of the recipient party and;

17.3.2 is obtained by the recipient party from a bona fide third party having no apparent restraint on its free right of disposal of such information;

17.3.3 is or has already been independently generated by the recipient party;

17.3.4 is reasonably passed on to third parties by Sky for the purposes of undertaking credit and risk management; or

17.3.5 is required to be disclosed by law (or applicable regulation, including the Listing Rules of the Stock Exchange and the City Code on Takeovers and Mergers) or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency provided that the recipient party shall notify the disclosing party promptly of any such potential requirement (and, if possible, prior to making any such disclosure) and shall use all reasonable endeavours to seek confidential treatment of any such information.

17.4 Notwithstanding any other provision of the Agreement it shall not be a breach of the Agreement for any party to disclose any information given to it in connection with the Agreement for statutory auditing purposes or pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third party with statutory power to require the disclosure of such information, provided that the affected party gives all reasonable notice of such disclosure to the other party.

17.5 Unless otherwise agreed in writing, Client shall not transfer any 'Personal Data' (as that term is defined under the General Data Protection Regulation (EU 2016/679)) to Sky or its Affiliates pursuant to this Agreement. If at any time Sky is requested to process any such data in relation to this Agreement it shall immediately notify Sky in writing of such request and the Parties will enter into good faith discussions to agree a data processing agreement based on Sky's standard data protection provisions and policies.

17.6 Subject to clause 11, the Client acknowledges and agrees that at no time will Sky provide any 'Personal Data' (as that term is defined under the General Data Protection Regulation (EU 2016/679) to the Client pursuant to this Agreement, unless otherwise agreed in writing.

17.7 The provisions of this Clause 17 shall expressly survive any termination, completion or assignment of the Agreement.

18. GENERAL

18.1 **Assignment**

Neither party may assign, resell or transfer any of its rights or obligations under the Agreement without the prior written consent of the other party.

18.2 **Entire Agreement**

The Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements and (unless made fraudulently) representations, whether written or oral, between the parties. Further, the Client acknowledges and agrees that it has not relied upon any representation or otherwise of Sky when entering into the Agreement.

18.3 **Force Majeure**

If any party (the "**Affected Party**") is prevented or delayed in whole or in part from complying with its obligations under the Agreement by reason of Force Majeure, it will notify the other parties giving details thereof. The Affected Party will be relieved of its obligations under these Terms and Clauses to the extent that its performance is hindered or delayed by such Force Majeure event. If the event of Force Majeure continues for a period of more than 30 days, the other party shall be entitled to terminate the affected booking by notice in writing to the Affected Party. This termination will be subject to charges at Sky's discretion.

18.4 **Waiver**

No waiver of any breach of the Agreement is effective unless in writing and signed by the parties to the Agreement.

18.5 **Survive termination**

There shall survive the expiry or termination of the Agreement any term of the Agreement which in order to give effect to its provision needs to survive the expiry or termination (including those set out in Annex B). The provisions of those clauses intended to have continuing effect shall continue in full force and effect following the termination for any reason or expiry of the Agreement.

18.6 **Severability**

Each of the provisions of the Agreement are to be construed separately and independently of the other and, if any provision or clause of the Agreement is found by any court or other judicial body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision or clause will not affect the other provisions of the Agreement or any other clause herein which will remain in full force and effect.

18.7 **Third Party Exclusions**

The Agreement does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to the Agreement.

18.8 **Governing Law**

The Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

18.9 **Changes to these terms & Conditions**

Sky may (at its discretion) update these terms and conditions. Sky's practice is to give 2 weeks' notice, but reserves the right to give shorter notice. Unless otherwise agreed, the terms and conditions applicable shall be those that are posted online at Sky's url at the time of the Booking: https://www.skymedia.co.uk/terms-and-conditions/.

ANNEX A

Permitted Pixel Trackers

Doubleclick

https://ad.doubleclick.net/ddm/ad/N3995.2053502ALL4/B9308124.132362206;sz=1x1;ord=[timestamp];dc_lat=;dc_rdid=;tag_for_child_directed_treatment=?"

Sizmek

http://bs.serving-sys.com/BurstingPipe/adServer.bs?cn=tf&c=19&mc=imp&pli=19019261&PluID=0&ord=[timestamp]&rtu=-1

Flashtalking

https://servedby.flashtalking.com/imp/1/72413;2277792;201;pixel;4oD;4oD/?cachebuster=[CACHEBUSTER]“

ANNEX B

Personal Data Sharing Agreement

This agreement (the "**PDS Agreement**") forms part of and supplements the Sky Standard Terms and Conditions for Long Form VOD ("**LF VOD T&C**") that are entered into by Sky and the Client (each, a "**Party**" and, together, the "**Parties**"). The PDS Agreement consists of this front-end and the Schedule to Annex B. In the event of inconsistency between the terms of this PDS Agreement and the LF VOD T&C, the terms of this PDS Agreement shall prevail.

1. **Definitions and interpretation**

1.1 In this PDS Agreement, the following terms shall have the following meanings:

(a) "**Applicable Data Protection Law**" means (a) prior to 25 May 2018, the Data Protection Act 1998, or, from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679), and (b) Privacy and Electronic Communications (EC Directive) Regulations 2003, as well as, for each of (a) and (b) above, any national implementing laws, regulations and secondary legislation, as amended or updated from time to time. In the event, any such laws are repealed or replaced, the successor legislation to such repealed or replaced law(s) shall be deemed to constitute Applicable Data Protection Law; and

(b) "**Relevant Personal Data**" has the meaning given to that term in the Annex.

1.2 The following terms "controller", "data subject", "personal data", "personal data breach", "process" and "processing", "supervisory authority", and "processor" shall have the same meanings as ascribed to them under Applicable Data Protection Law. Where any such term is not defined in Applicable Data Protection Law, it shall have the meaning ascribed to it in the General Data Protection Regulation (EU/2016/679).

1.3 Except where the context requires otherwise words importing the singular include the plural and vice versa. References to "include" or "including" are construed as being without limitation. References to "clauses" are references to clauses of this PDS Agreement. Clause headings are for ease of reference only and do not affect the interpretation or construction of the PDS Agreement.

2. **Data protection obligations**

2.1 Sky may, from time to time and at its own discretion, permit and/or facilitate the collection and processing by the Client (the "**Transferee**") on a controller-to-controller basis the Relevant Personal Data for the purpose(s) described in the Annex.

2.2 Without prejudice to its obligations under the the LF VOD T&C, the Transferee shall:

(a) provide to the data subject(s) to whom the Relevant Personal Data relate appropriate information as to how the Transferee will process the Relevant Personal Data as required by Applicable Data Protection Law, unless such data subject(s) has/have already been provided such information;

(b) process the Relevant Personal Data solely for the purpose(s) set out in the Annex and retain the Relevant Personal Data only for the duration set out in the Annex or, if shorter, such period as is necessary to achieve such purpose(s) and, for the avoidance of doubt, the Transferee shall neither:

(i) process the Relevant Personal Data for a different purpose to the purpose(s) set out in the Annex; nor

(ii) further process (as such term is interpreted in accordance with Applicable Data Protection Law) the Relevant Personal Data, even if the purpose of such further processing would be compatible or deemed compatible with the purpose(s) stated in the Annex; and

even if such processing for a different purpose and/or such further processing would comply with Applicable Data Protection Law;

(c) always subject to the terms of this Agreement (including, for the avoidance of doubt, clause 2.2(b)), if the Transferee makes available any Relevant Personal Data to any third party (including any processor), ensure that the Transferee and such third party comply with all Applicable Data Protection Law and are bound by terms not less onerous than those set out in this PDS Agreement and the Transferee acknowledges that Sky does not act as controller in this context;

(d) suitably train those of its personnel who may have access to the Relevant Personal Data to ensure compliance with any Applicable Data Protection Law;

(e) having regard to the state of technological development and to the cost of implementing any measures, provide a level of security for the Relevant Personal Data (including appropriate technical and organisational measures) appropriate to:

(i) the harm that might result from unauthorised or unlawful processing, or the accidental loss, destruction or damage, of any Relevant Personal; and

(ii) the nature of the Relevant Personal Data;

(f) if it suffers a personal data breach, make all notifications to its supervisory authority and to the data subject(s) to whom the Relevant Personal Data relate as required by Applicable Data Protection Law and inform the Sky accordingly (providing reasonable details) without undue delay;

(g) if it becomes aware of any inaccuracy in the Relevant Personal Data, as soon as reasonably possible correct such inaccuracy and inform Sky accordingly;

(h) as soon as reasonably possible, provide to Sky a copy of all notices it receives from its supervisory authority or any data subject to whom the Relevant Personal Data relate which concern the processing of the Relevant Personal Data (including any notice from a data subject exercising any of their rights under Applicable Data Protection Law relating to the Relevant Personal Data) and, in the event Sky considers that it is required to respond or take any other action in respect of such notice, the Transferee shall, at no additional cost, provide Sky with such assistance and cooperation as may Sky may require within the timescales specified by Sky; and

(i) upon the expiry of the period for which it processes the Relevant Personal Data as set out in the Annex, promptly delete the Relevant Personal Data and, for the avoidance of doubt, the Transferee shall not anonymise the Relevant Personal Data instead of or in addition to deleting it; and

(j) always comply with Applicable Data Protection Law.

2.3 Without prejudice to clause 11 of the LF VOD T&C, the Transferee shall allow for and reasonably collaborate with (both at the Transferee's cost) Sky, an auditor mandated by Sky and/or the supervisory authority concerned carrying out desk-based audits, on-site audits and/or inspections of the Transferee, any of its sub-contractors and/or any of the facilities and IT systems used to process the Relevant personal Data from time to time (including before Sky shares the Relevant Personal Data with the Transferee) to verify the Transferee's compliance with its obligations under this PDS Agreement and Applicable Data Protection Law.

3. **Term and Termination**

3.1 This PDS Agreement remains in force and will co-terminate with the agreement between the Parties formed under the LF VOD T&C.

3.2 The following clauses shall survive the termination of this PDS Agreement indefinitely: 1; 2.2(i); 2.2(j); 2.3; and 4.

4. **Governing law**

This PDS Agreement shall be governed by and construed in accordance with the laws of England & Wales and the English courts shall have exclusive jurisdiction to determine any dispute arising out of or in connection with it.

Schedule to Annex B

Purpose(s) for which the Transferee will process the Relevant Personal Data:	As set out in clause 11 of the LF VOD T&C
Period/duration of such processing (if shorter than the term of the Agreement)	During the Campaign Period and for 90 days following the relevant Campaign End Date
Types of personal data (the "**Relevant Personal Data**")	Any viewer/user's IP address or any other identifier is received as a result of the tracker technology referred to in clause 11.2 of the LF VOD T&C
Categories of data subjects to whom the Relevant Personal Data relate	Viewers of "Devices" which receive VOD content (as further defined in the LF VOD T&C)