

**ITV COMMERCIAL,
A DIVISION OF ITV BROADCASTING LIMITED
SPONSORSHIP AGREEMENT**

Sponsorship Terms and Conditions

1. Interpretation

- 1.1 This Agreement comprises the Sponsorship Deal Arrangements together with these Sponsorship Terms and Conditions.
- 1.2 In the event of a conflict between the terms of the Sponsorship Deal Arrangements and the terms of these Sponsorship Terms and Conditions the terms of the Sponsorship Deal Arrangements shall prevail.
- 1.3 In this Agreement words and expressions shall have their ordinary meaning unless defined in the Sponsorship Deal Arrangements, in these Sponsorship Terms and Conditions or the Glossary scheduled hereto, and unless the context requires otherwise:
- (a) references to clauses, schedules and sub-divisions of them in these Sponsorship Terms and Conditions are references to the clauses of, and schedules to, these 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) any reference to a "party" or "parties" shall unless otherwise stated mean a party or the parties to this Agreement; and
 - (f) headings and sub-headings are inserted for convenience only and shall be ignored in construing this Agreement.
- 1.4 The schedules to these Sponsorship Terms and Conditions are incorporated into this Agreement only to the extent that they are referenced in the Sponsorship Deal Arrangements.

2. Sponsorship Fee and Payment

- 2.1 If the Sponsor fails to make any payment when due then without affecting any other rights which it may have, ITV may:
- 2.1.1 suspend:
- (a) the broadcast or transmission of the Sponsor Credits; and / or
 - (b) any service(s) or licence(s) set out in the Sponsorship Deal Arrangements

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

- 2.1.2 charge interest on any unpaid amount (inclusive of VAT) at a rate of 2% (two percent) above the base rate from time to time of Barclays Bank plc to run from day to day (both before and after any judgment) from the due date until payment in full is received; and
- 2.1.3 treat this Agreement as repudiated and terminate it forthwith.
- 2.2 ITV and the Sponsor acknowledge that for the purposes of standard industry practice the Sponsorship Gross Fee (if applicable) represents the 'gross' value of the sponsorship under this Agreement, including commission for the Sponsor's Agent. The Sponsor acknowledges and agrees that ITV 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.

3. The Sponsor's Agreements and Obligations

- 3.1 All Editorial Decisions shall be made entirely at the sole discretion of ITV.
- 3.2 The Sponsor hereby grants ITV an exclusive, royalty-free, fully paid licence to use, broadcast and transmit the Sponsor Credits in accordance with this Agreement.
- 3.3 The Sponsor shall not acquire any rights (including without limitation Intellectual Property Rights) in or associated with the Programme as a result of this Agreement.
- 3.4 The Sponsor shall cooperate fully with ITV 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.
- 3.5 The Sponsor warrants that:
 - 3.5.1 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, Text Sponsorship Message and Spoken Sponsorship Message and any footage or music incorporated in the Sponsor Credits;
 - 3.5.2 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; (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;
 - 3.5.3 the Sponsor Credits shall comply at all times with the Codes and Legislation;
 - 3.5.4 the broadcast and/or transmission of the Sponsor Credits by ITV and/or the Television Network on analogue terrestrial, digital terrestrial, digital satellite, cable, broadband, IPTV or mobile platforms, whether by linear or non linear means, shall not infringe the rights (including but not limited to Intellectual Property Rights) of any third party;

3.5.5 the specific products or services being promoted in the Sponsor Credits shall be safe and comply with all relevant statutes, regulations, directives and codes in force from time to time; and

3.5.6 it has and will retain good title and authority to enter into and perform its obligations under this Agreement and is not bound by any previous agreement which adversely affects this Agreement.

4. The Sponsor Credits

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

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

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

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

5. Term and Termination

5.1 This Agreement shall remain in force for the period of the Term unless terminated earlier in accordance with clause 2.1.3 or clause 5.2 or clause 9.2.

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

5.2.1 the other party commits a material breach of 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; or

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

5.2.3 the other party compounds with or enters into a scheme of arrangement for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) or if a person becomes entitled to appoint a receiver over the assets of the other party or if a receiver is appointed over the other party or its assets or any part thereof or a resolution is passed for such appointment or if an

administrator is appointed over the other party or if an administration order is made in relation to the other party or if an application is made to court for the appointment of an administrator over the other party or if a notice of intention to appoint an administrator is given over the other party.

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

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

6. **Liability**

6.1 Subject to clause 6.4 neither party shall be liable to the other, whether in tort, contract or otherwise, for any anticipated loss of profit, loss of profit (whether direct or indirect), loss of opportunity, loss of goodwill and/or any loss which is indirect, consequential or economic or which, whether or not in practice it arises as a direct and natural result of a breach of this Agreement, was not at the time this Agreement was made, a reasonably foreseeable result of such a breach.

6.2 Subject to clause 6.4 ITV's maximum aggregate liability for any loss or damage in respect of any claims arising out of this Agreement whether in contract, tort or otherwise shall not exceed the total amount of the Sponsorship Fee paid by or on behalf of the Sponsor and received by ITV in cleared funds.

6.3 The Sponsor will indemnify and keep indemnified ITV against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities suffered by ITV arising from any breach by the Sponsor of the warranties set out herein (whether foreseeable or unforeseeable).

6.4 Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or of its employees while acting in the course of their employment or shall exclude or restrict a party's rights, remedies or liability under the law governing this Agreement in respect of any fraud.

6.5 Except as expressly set out in this Agreement, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise in respect of the obligations of the parties under this Agreement are excluded insofar as it is possible to do in law.

6.6 The Sponsor acknowledges that ITV may deem it necessary to alter or suspend normal programming on the Television Network to provide coverage of an Event of National Importance. Such coverage may necessitate the rescheduling of the transmission or broadcast of the Programme and/or the Sponsor Credits. The Sponsor agrees that any such rescheduling pursuant to this clause shall not constitute a breach of this Agreement. For the avoidance of doubt if ITV cannot reschedule the affected episodes the provisions of clause 6.7 shall apply.

6.7 In the event that ITV fails to broadcast or transmit or procure the broadcast or transmission of the Sponsor Credits on the Television Network in accordance with clause 4.1 of the Sponsorship Deal Arrangements (other than where such failure is due to a Force Majeure Event) and this failure is reasonably considered to substantially affect the value of the Sponsor's rights under this Agreement, then the Sponsor shall be entitled to either: (a) any rebate provisions set out in the Sponsorship Deal Arrangements; or, where no such provisions are set out in the Sponsorship Deal Arrangements, (b) an equitable pro

rata reduction in the Sponsorship Fee. The same shall constitute the Sponsor's sole remedy in respect of any such breach of this Agreement. If the parties cannot agree whether any failure does substantially affect the value of the Sponsor's rights and/or the amount of any reduction under this clause then the issue in dispute shall be referred to mediation in accordance with the Centre for Dispute Resolution's Model Mediation Procedure.

7. Confidentiality

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

8. Entire Agreement

8.1 This Agreement (together with any documents referred to herein) contains the entire agreement and understanding of the parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

8.2 Subject to clause 8.3 below, each of the parties acknowledges and agrees that:

8.2.1 it does not enter into this Agreement on the basis of and does not rely, and has not relied, upon any statement, representation, warranty, forecast or other information (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether negligently or innocently and whether or not made by a party to this Agreement) which is not expressly contained or referred to in this Agreement (a "**Representation**");

8.2.2 it shall have no remedy (including any rights to damages or rescission in an action for misrepresentation) for any Representation which was, is, or becomes false or misleading; and

8.2.3 without prejudice to Clause 6.3 above, the only rights or remedies available in respect of any statement, representation, warranty, forecast or other information (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether negligently or innocently and whether or not made by a party to this Agreement) which is expressly contained or referred to in this Agreement shall be the rights and remedies for breach of contract under this Agreement.

8.3 Nothing in this Agreement shall limit or exclude any liability for fraud (including fraudulent misrepresentation).

8.4 No variation, supplement, deletion or replacement of or from this Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each party with the intention to vary, supplement, delete or replace being clearly expressed.

9. Force Majeure

9.1 Neither party shall be liable in any way for any losses arising directly or indirectly from any failure or delay in performing any of its obligations under this Agreement caused by any Force Majeure Event provided that such Force Majeure Event is notified promptly to the other party.

9.2 If a party (the "**Affected Party**") is unable to perform any of its obligations under this Agreement as a result of the Force Majeure Event for more than 20 Business Days then

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

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

10. Notices

- 10.1 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 ITV's shall be ITV'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.

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

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

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

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

11. General

- 11.1 The relationship between the parties is that of independent contractors.

- 11.2 Neither party may assign or sub-contract any of its rights or obligations under this Agreement without the prior written consent of the other party, except that ITV shall be entitled, upon giving notice to the Sponsor, to sub-contract, assign or otherwise transfer this Agreement (including any benefit or obligation under it) to any other company within the ITV Group.

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

- 11.4 The provisions of those clauses intended to have continuing effect (including but not limited to clauses 2.1.2, 2.3, 3.3, 3.5, 4, 5.3, 5.4, 6, 7, 8.2, 8.3, 11.4 and 11.11) shall continue in full force and effect following the termination or expiry of this Agreement.

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

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

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

- 11.8 Each party to this Agreement is duly authorised to enter into, and perform its obligations under, this Agreement.
- 11.9 This Agreement may be executed in counterpart but the counterparts shall together constitute one and the same instrument.
- 11.10 Each party shall be responsible for paying its own costs and expenses incurred in the negotiation, preparation and execution of this Agreement.
- 11.11 Rights and remedies of ITV under this Agreement are independent, cumulative and without prejudice to its rights under the law.
- 11.12 This Agreement 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

- “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 BCAP Television Advertising Standards Code, the Ofcom Broadcasting Codes and any other relevant codes (whether statutory or self regulatory);
- “Confidential Information”** means any information in any form emanating from either party or any member of the ITV Group and shall include any compilation of otherwise public information in a form not publicly known. It is further agreed, without limitation, that the following shall be regarded as Confidential Information:
- (a) the existence and contents of this Agreement; and
 - (b) any information, materials or data in any form produced by, for or on behalf of either party during the Term of and pursuant to this Agreement;
- Confidential Information shall not include:
- (a) information which at the time of disclosure is publicly known, information which after disclosure becomes publicly known other than as a result of any breach of this Agreement;
 - (b) information which can be shown to be known to the other party, other than under a subsisting obligation of confidentiality, or restricted use, prior to the disclosure;
 - (c) information made available to the other party by a third party having a right to do so and who has not imposed on that party any subsisting obligation of confidentiality or restricted use in respect thereof; and
 - (d) the Sponsor Credits.
- “Editorial Decisions”** means any decision concerning the development, production, content, scheduling, marketing, promoting and advertising of the Programme;
- “Event of National Importance”** means any national or international event of major significance;
- “Force Majeure Event”** means an event, inability or delay which is caused by circumstances beyond the relevant party’s reasonable control and which cannot be cured by measures which might reasonably be taken in the course of that relevant party’s business, including, without limitation, war or other action of military forces, terrorism, riot, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment or technology, fire, flood, acts of God or legislative interference PROVIDED THAT no circumstance or cause shall be considered to be beyond the control of a party if it arises as a result of that party’s failure to take reasonable care;

“Intellectual 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;
“ITV Group”	means ITV Plc and its direct and indirect subsidiaries worldwide;
“ITV’s Notice Address”	means on its own behalf or c/o its client broadcasters: ITV Commercial (a division of ITV Broadcasting Limited), 200 Gray’s Inn Road, London, WC1X 8HF. For the attention of: Director of Legal Affairs, ITV Commercial;
“Legislation”	means any and all statutes or statutory provision which apply to ITV and/or the Television Network (including without limitation the Broadcasting Acts of 1990 and 1996 and the Communications Act 2003 and all updates thereof);
“MCPS”	means the Mechanical–Copyright Protection Society or its successor;
“Ofcom”	means the Office of Communications or its successor;
“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
“Technical Materials”	means the materials and formats set out in the then current ident supply sheet provided by ITV to the Sponsor.

SCHEDULE

“Online Terms”

1. The Sponsor hereby grants ITV a worldwide, non-exclusive, royalty-free licence to use and to authorise the use of any Website Materials for the purpose of performing the Online Services.
2. At the request of ITV, the Sponsor shall provide all Website Materials and such reasonable assistance as ITV may require in order to provide the Online Services. The Sponsor shall provide Website Materials in accordance with the following:
 - (a) all display advertising must be received by ITV at least 2 working days prior to the date of intended display on the Programme Website;
 - (b) all VOD advertising, Sponsor Logo and/or video advertising must be received by ITV at least 5 working days prior to the date of intended display on the Programme Website.
3. The Sponsor agrees that all Intellectual Property Rights in the Programme Website (including its domain name and all materials and features contained on or in the Programme Website) shall at all times be vested in and belong to or be under the control of ITV (or its licensors as the case may be) and the Sponsor shall not acquire any rights or interest in or to the Programme Website or any such materials or features of any nature save for the Sponsor Logo and the Website Materials.
4. The Sponsor shall cooperate fully with ITV 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 Online Services.
5. Any Intellectual Property Rights in the Website Materials (which do not become inextricably connected with any Intellectual Property Rights of ITV 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 Website Materials;
 - (b) the Website Materials and the Sponsor's Website do not contain any obscene, offensive or defamatory material;
 - (c) the use or incorporation of the Website Materials by or on behalf of ITV shall not infringe the rights of any third party and will not breach the Codes or Legislation;
 - (d) all Website Materials comply with all applicable laws and the codes of practice issued by the Committee of Advertising Practice in respect of electronic and online advertising and any other relevant codes of practice (whether or not the same have force of law); and
 - (e) the Sponsor Credits and Website Materials will not contain viruses, bugs, worms, trojan horses, harmful code or any other form of defect or contaminant which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of the software or hardware of ITV's websites, including without limitation the Programme Website, ITV's computer systems or any third party's computer system.
7. Without in any way limiting the Sponsor's liability, ITV reserves the right to reject any Website Materials which, in ITV's opinion, are not compliant with any applicable laws or regulations, relevant codes of practice issued by the Committee of Advertising Practice or other industry codes of practice applicable to it, or which would cause ITV to breach any statutory or regulatory duty, or to infringe a third party's Intellectual Property Rights or other rights.
8. In addition to paragraph 7 above, ITV shall have the right, at any time, to remove any of the Website Materials once live if ITV determines, in its sole discretion, that they or any portion thereof breach ITV's then applicable editorial policy or any laws or regulations, relevant codes of practice issued by the Committee of Advertising Practice or other industry code of practice applicable to ITV, or would or might cause ITV 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 ITV to the Sponsor then the Sponsor warrants that it:
- (a) has full legal authority to receive, store and Process User Data, to use it for the purpose(s) for which it has been collected by ITV;
 - (b) has in place, appropriate technical and organisational measures to prevent unlawful or unauthorised processing, accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access and adequate security procedures to ensure that unauthorised persons will not have access to the User Data, or to equipment used to process the User Data, and that any persons it authorises to have access to the User Data will respect and maintain the confidentiality and security of the User Data;
 - (c) shall comply at all times with the Data Protection Legislation;
 - (d) shall Process any and all User Data within the European Union and not transfer, store or otherwise make available any User Data to any entity (including any of its associated companies) which subsist outside the European Union or who may store or host User Data outside the European Union; and
 - (e) will act only on the instructions of ITV in relation to the processing of User Data.

10. **Related Definitions**

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

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

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

“Processing” means any operation or set of operations which is/are performed upon data which are included in User Data (whether or not by automatic means) including, without limitation, collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (and the parties agree that any references to **“Process”** in this Agreement shall be construed accordingly).

“User Data” means personal data procured from individuals who enter any promotions hosted on the Programme Website who consent to the use of their personal data by the Sponsor for marketing purposes.

“Website 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 ITV for use in the provision of the Online Services.

SCHEDULE

“Interactive Terms”

1. The Sponsor hereby grants ITV an non-exclusive, royalty-free, fully paid licence to use, broadcast and transmit the Interactive Materials in accordance with this Agreement.
2. Any Intellectual Property Rights in the Interactive Materials (which do not become inextricably connected with any Intellectual Property Rights of ITV or its licensors) shall, as between the parties, be the property of the Sponsor.
3. At the request of ITV, the Sponsor shall provide all Interactive Materials and such reasonable assistance as ITV may require in order to provide the Interactive Services.
4. The Sponsor shall cooperate fully with ITV 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 Interactive Services.
5. The Sponsor warrants that:
 - (a) it is the sole owner and/or controls and/or is licensed to use all rights in the Interactive Materials;
 - (b) the Interactive Materials do not contain any obscene, offensive or defamatory material;
 - (c) the use or incorporation of the Interactive Materials by or on behalf of ITV shall not infringe the rights of any third party and will not breach the Codes or Legislation.
6. If specified in the Sponsorship Deal Arrangements ITV shall procure Response Data (as defined in the Interactive Services) to be provided by the Supplier (as defined in the Interactive Services) to the Sponsor subject to the following terms:
 - (a) the Sponsor warrants and undertakes that it will comply with data protection law which shall include, but not be limited to, ensuring compliance with principle 7 of the Data Protection Act 1998 (taking appropriate measures against unauthorised or unlawful processing of personal data);
 - (b) the Sponsor undertakes that it shall: (i) use the Response Data on one occasion only to the extent strictly necessary to fulfil the relevant promotion unless additional consent for further marketing has been obtained from ITV or the Supplier in writing and (ii) keep strictly confidential all Response Data that it receives pursuant to this Agreement and shall not pass such Response Data to any third party or to ITV itself other than as is necessary for the fulfilment of the relevant promotion (and, in such event, the Sponsor shall ensure that any such third party maintains no less stringent policies of data protection in respect of any such data as are imposed on the Sponsor in this schedule) and in the event that in fulfilling the relevant promotion, the Sponsor wishes to seek additional consent for further marketing or for the purpose of direct marketing to viewers, the Sponsor further undertakes that such consent shall only be sought from viewers on an express ‘opt-in’ basis;
 - (c) the Sponsor acknowledges and agrees that the undertakings set out in paragraphs 6(a) and 6(b) above shall be directly enforceable against the Sponsor by the Supplier under the Contracts (Rights of Third Parties) Act 1999 or otherwise; and
 - (d) the Sponsor consents to the Supplier’s reporting of Response Data to ITV.
7. The Sponsor acknowledges and agrees that all branding provided pursuant to the Interactive Services shall be provided to the extent allowed by ITC or Ofcom rules for Interactive enhanced programme services.
8. **Related Definition**

“**Interactive Materials**” means all materials provided by or on behalf of the Sponsor to ITV for use in the provision of the Interactive Services, including, without limitation, the Sponsor Logo and any advertising creative.

“Supplier” means either of Sky Interactive Limited (a company registered in England and Wales (registered number 3554332) whose registered office is at Grant Way, Isleworth, Middlesex TW7 5QD) or Emuse Absolutely Media Limited (a company registered in England and Wales (registered number 5542011) whose registered office is Third Floor, Pinnacle House, 23-26 St Dunstan’s Hill, London, EC2R 8HN, as determined by ITV.

SCHEDULE

“Mobile Terms”

1. The Sponsor hereby grants ITV a worldwide, non-exclusive, royalty-free licence to use and to authorise the use of any Mobile Materials for the purpose of performing the Mobile Services.
2. At the request of ITV, the Sponsor shall provide all Mobile Materials and such reasonable assistance as ITV may require in order to provide the Mobile Services.
3. The Sponsor agrees that all Intellectual Property Rights in the ITV WAP Site (including its domain name and all materials and features contained on or in the ITV WAP Site) shall at all times be vested in and belong to or be under the control of ITV (or its licensors as the case may be) and the Sponsor shall not acquire any rights or interest in or to the ITV WAP Site or any such materials or features of any nature save for the Sponsor Logo and the Mobile Materials.
4. The Sponsor shall cooperate fully with ITV 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 Mobile Services.
5. Any Intellectual Property Rights in the Mobile Materials (which do not become inextricably connected with any Intellectual Property Rights of ITV 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 in the Mobile Materials;
 - (b) the Mobile Materials do not contain any obscene, offensive or defamatory material;
 - (c) the use or incorporation of the Mobile Materials by or on behalf of ITV shall not infringe the rights of any third party and will not breach the Codes or Legislation.
7. If the Sponsorship Deal Arrangements require the provision of Mobile User Data by ITV to the Sponsor then the Sponsor warrants that it:
 - (a) has full legal authority to receive, store and Process Mobile User Data, to use it for the purpose(s) for which it has been collected by ITV;
 - (b) has in place, appropriate technical and organisational measures to prevent unlawful or unauthorised Processing, accidental or unlawful destruction, accidental loss, alteration, unauthorised disclosure or access and adequate security procedures to ensure that unauthorised persons will not have access to the Mobile User Data, or to equipment used to process the Mobile User Data, and that any persons it authorises to have access to the Mobile User Data will respect and maintain the confidentiality and security of the Mobile User Data;
 - (c) shall comply at all times with the Data Protection Legislation;
 - (d) shall Process any and all Mobile User Data within the European Union and not transfer, store or otherwise make available any Mobile User Data to any entity (including any of its associated companies) which subsist outside the European Union or who may store or host Mobile User Data outside the European Union; and
 - (e) will act only on the instructions of ITV in relation to the processing of Mobile User Data.

8. **Related Definitions**

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

“**ITV WAP Site**” means ITV’s WAP site, accessible via WAP / internet capable mobile device handsets and located at wap.itv.com.

“Mobile Materials” means all materials including without limitation the Sponsor Logo provided by or on behalf of the Sponsor to ITV for use in the provision of the Mobile Services.

“Mobile User Data” means personal data procured from individuals who enter any promotions hosted on the ITV WAP Site who consent to the use of their personal data by the Sponsor for marketing purposes.

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

“Processing” means any operation or set of operations which is/are performed upon data which are included in Mobile User Data (whether or not by automatic means) including, without limitation, collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction (and the parties agree that any references to **“Process”** in this Agreement shall be construed accordingly).

SCHEDULE

“Programme Logo Licence Terms”

1. All Intellectual Property Rights in the Programme Logo shall at all times be vested in and belong to or be under the control of ITV (or its licensors as the case may be) and any and all goodwill in and/or associated with the Programme Logo which arises pursuant to the Sponsor's exploitation of the Programme Logo Licence (as defined in the Programme Licence Provisions) shall inure for ITV's benefit (or that of the licensors as the case may be) and the Sponsor shall not acquire any rights or interest in or to the Programme Logo save as otherwise expressed herein.
2. The timing and media of all advertisements and press releases by or on behalf of the Sponsor publicising any Promotional Products or otherwise in respect of the Promotional Purposes shall be subject to the prior written approval of ITV.
3. Any Promotional Products produced by or on behalf of the Sponsor shall be manufactured to a high standard, from good quality materials and in accordance with such stipulation regarding the Programme Logo as ITV may communicate to the Sponsor from time to time, and the Sponsor shall ensure that Promotional Products manufactured or displayed shall conform in every way with the approved Samples.
4. The Sponsor shall ensure that neither its advertising and marketing of any Promotional Products nor any Promotional Products themselves shall in any way reduce or diminish the reputation and image of ITV or of the Programme.
5. The Sponsor shall ensure that all Promotional Products will be safe for the public and such Promotional Products and Promotional Purpose employed to market the same comply with all relevant laws, codes of practice and regulations (including but not limited to the Codes and the Legislation) in the United Kingdom and the Sponsor hereby acknowledges and agrees that ITV is not competent to determine whether Promotional Products are safe for use with the public at large and that any approval given by ITV under this Agreement shall in no way detract from the Sponsor's obligations under this clause.
6. The Sponsor shall not apply for the registration of any Intellectual Property Right which is in any way identical to, similar to or which resembles the Programme Logo or any part thereof.
7. Without limiting its liability under this Agreement, the Sponsor shall obtain adequate insurance cover at its own expense in respect of any liability to the public at large that may be incurred by ITV or the Sponsor in connection with any Promotional Products or with any goods or services sold or supplied by or on behalf of the Sponsor.
8. Save in respect of the grant of the Licence to the Sponsor, ITV shall not be liable in any respect in relation to or in connection with any Promotional Products and the Sponsor shall ensure that all notices, warnings, disclaimers, statements and terms and conditions necessary and appropriate in respect of the Promotional Purposes are included on all Promotional Products and the Sponsor shall indemnify and keep indemnified ITV against all claims, damages, costs, expenses and liabilities suffered by ITV arising out of the use of the Promotional Products or use of the Programme Logo for the Promotional Purposes.