

Pricing Terms and Conditions Love Island (South Africa) 2023

These terms and conditions (**LI Pricing Terms**) shall apply to the LI Promotion (as defined herein) provided by ITV Commercial (a division of ITV Broadcasting Limited) (**ITV**) in relation to airtime and digital advertising in connection with Love Island South Africa 2023, together with: (i) the terms of the Planet V platform (**Platform**) accessible at www.planet-v.co.uk; (ii) the Broadcasters Standard Terms and Conditions (available at <https://www.itvmedia.co.uk/legal/broadcastertermsandconditions2021>) (**Airtime T&Cs**); (iii) the Digital Advertising and Digital Solutions Terms and Conditions, (available at www.itvmedia.co.uk/legal/digitaladvertisingtermsandconditions2021-2022) (**Digital T&Cs**); and (iv) any other written agreements between the Buyer (as defined herein) and ITV Group entities for the purchase of advertising on ITV channels and platforms including without limit any Deal Agreements, Booking Agreements, order forms and/or booking forms (**Existing Advertising Agreements**) (all such terms and agreements together the **Buyer's Advertising Terms**). Capitalised terms used but not defined in these LI Pricing Terms shall have the meaning ascribed to them in the Airtime T&Cs in respect of Airtime and the Digital T&Cs in respect of VOD Advertising (as the context requires). ITV may revise these LI Pricing Terms at any time by amending this page. Buying entities (**Buyers**) should check this page from time to time to take notice of any such changes.

1. ITV intends to release a maximum of 25 bespoke advertising packages on the Platform (**LI Packages**) on 19th December 2022 (**Live Date**), each of which shall comprise Airtime Spots and VOD Advertising inventory in and around ITV's Love Island (South Africa) programme (as detailed in clause 3 below), due to commence in January 2023 (**LI Promotion**). LI Packages shall cease to be available at 5pm on 22nd December 2022 or, if earlier, when ITV has selected 25 Eligible Buyers (as defined in clause 5 below) in accordance with clause 4 below.
2. A maximum of 15 LI Packages will be available on the Platform at a budget range of £65,000 to £150,000 and a maximum of 10 LI Packages will be available at a budget range of £150,000 to £400,000.
3. In respect of:
 - (i) Airtime, the LI Packages will comprise Adult TVRs (as defined in the Airtime T&Cs) on Spots within the Centre Breaks of Love Island (South Africa) and Love Island Aftersun (South Africa) programmes shown on ITV2 in January and February 2023 (**LI Programmes**); and
 - (ii) VOD Advertising, the LI Packages will comprise impressions (LI Programme viewers) on inventory within the pre-roll and mid-roll of LI Programmes shown on the ITVX platform (or the ITV Hub platform where applicable) ((ii) and (iii) each and together **LI Advertising**),the dates and timing of such Spots and VOD Advertising inventory to be determined solely by ITV. For the avoidance of doubt, the terms of Existing Advertising Agreements as applicable to LI Advertising shall be deemed to be amended to give effect to ITV's right to determine the date and timing of Spots and VOD Advertising inventory in accordance with this clause 3.
4. The LI Promotion shall be accessible on the Platform from 10am on the Live Date and LI Packages shall be available to Eligible Buyers on a first come first served basis, the determination of which shall be at ITV's sole discretion. Eligible Buyers selected by ITV for LI Packages (**Qualified Eligible Buyers**) shall receive an email from ITV confirming the same (which shall for the avoidance of doubt be separate to standard confirmation emails from the Platform).
5. In order to be eligible for the LI Promotion, Buyers must:
 - (i) as at the Live Date have in place a written agreement with ITV for the purchase of Airtime and VOD Advertising as shall be determined by ITV; and
 - (ii) commit an advertising budget of no less than £65,000 and no more than £400,000 to the LI Promotion (**LI Budget**); and
 - (iii) be approved by ITV as eligible for the LI Promotion, such approval to be at ITV's sole discretion, (each such Buyer an **Eligible Buyer** (subject to clause 16 below)).
6. Subject to clause 8 below, the LI Packages will deliver Airtime Impacts and VOD Advertising impressions, each at a fixed cost per thousand (**FCPT**) of £15 (gross), which the parties acknowledge and agree shall replace any existing pricing terms for Impacts and/or impressions (as applicable) in Buyers' Existing Advertising Agreements in respect of LI Advertising only.

7. In delivering LI Packages to Qualified Eligible Buyers, ITV shall use reasonable endeavours to allocate Airtime Spots and VOD Advertising inventory such that 65% of a Qualified Eligible Buyer's LI Budget shall be applied to Airtime and 35% to VOD Advertising (broadly reflecting the anticipated spread of viewing of the Programme on ITV properties).
8. ITV anticipates that in respect of LI Advertising the FCPT shall represent at least a 10% point discount to the equivalent CBBCPT applicable to a Qualified Eligible Buyer under its Existing Advertising Agreement and will adjust accordingly. For avoidance of doubt the FCPT applicable to LI Packages shall not be greater than £15 (gross).
9. Advertising copy submitted by Qualified Eligible Buyers in connection with the LI Promotion shall be 30 seconds in length.
10. ITV shall use reasonable endeavours to report to Qualified Eligible Buyers on delivery of the LI Packages on a weekly basis to the email addresses designated by such Qualified Eligible Buyers for such purposes.
11. The allocation of the LI Budget between Airtime and VOD Advertising pursuant to clause 7 above will be ascertainable from invoices issued to Qualified Eligible Buyers in respect of the relevant LI Advertising.
12. Unless otherwise agreed by the parties in writing, the terms of the Airtime T&Cs and/or the Digital T&Cs (as applicable) as relate to credits and reconciliation shall apply to LI Advertising, save that credits or deficits shall be calculated based on prices applied in accordance with these LI Pricing Terms.
13. ITV shall discuss in good faith with Qualified Eligible Buyers any Airtime and/or VOD Advertising campaigns which prior to the Live Date were already booked in or around the LI Programmes with a view to agreeing appropriate solutions to enable such Buyers to take advantage of the LI Promotion.
14. LI Budget which is committed to LI Advertising by Qualified Eligible Buyers in accordance with these LI Pricing Terms shall for the avoidance of doubt be counted towards any applicable Share of Broadcast or volume commitments made by such Buyers under Existing Advertising Agreements.
15. Nothing in these LI Pricing Terms shall be deemed to constitute a legal offer.
16. Notwithstanding clause 5 above, ITV may revoke 'Eligible Buyer' status should it for any reason consider it appropriate to do so, in which case the LI Promotion shall not apply to the relevant Buyer in respect of any advertising booked through ITV thereafter (save as otherwise agreed by ITV in writing).
17. Without prejudice to the generality of ITV's right to approve Eligible Buyers and any other rights of approval under any of the Buyer's Advertising Terms, the LI Promotion shall not be available to ITV's competitors.
18. These LI Pricing Terms shall for the avoidance of doubt apply to the purchase of LI Advertising only and shall not apply to any other advertising on ITV channels or platforms. Save as amended by these LI Pricing Terms (which amendments shall for the avoidance of doubt include the terms of clause 3 above), all terms of the Buyer's Existing Advertising Agreements shall continue in full force and effect.
19. The LI Promotion shall be subject at all times to any laws, regulations, codes, rules, guidance or similar which are applicable to ITV and/or Buyers.
20. These LI Pricing Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.