



## ITV SPONSORSHIP STANDARD TERMS AND CONDITIONS (“STANDARD TERMS”)

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. The following definitions shall apply in this Agreement, to the extent that they are applicable to the Deal Terms:

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| <b>“Affiliate”</b>                | means in relation to any Party, any person which, directly or indirectly, (i) is controlled by that Party; or (ii) controls that Party; or (iii) is under substantially common control with that Party, and for this purpose "control" means the power of a person 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; |
| <b>“Applicable Laws”</b>          | means any law (whether arising under common law or legislation), statute, enactment, ordinance, order, code, regulation, guidance, sanctions or other similar instrument in any jurisdiction (including but not limited to the Relevant Compliance Requirements, Data Protection Laws and Sanctions and Finance Regulations, including in any jurisdiction from which the Sponsor acts in connection with the performance of this Agreement);   |
| <b>“Apps”</b>                     | means the ITVX App, the STV Player App and any other mobile applications set out in the Deal Terms;   |
| <b>“Business Day”</b>             | means any day which is not a Saturday, a Sunday or a public bank holiday in London, England;  |
| <b>“CEDR”</b>                     | means the Centre for Effective Dispute Resolution;  |
| <b>“Connected Devices”</b>        | means third party platforms, connected televisions or media streaming devices on which the ITVX App and/or the STV Player App and/or the Programme is available without the payment of any subscription; and where ITV's or STV's (as applicable) contractual arrangements permit the serving of Sponsor Credits and/or Sponsor-branded advertisements;   |
| <b>“Confidential Information”</b> | 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:<br><br>(a) the existence and contents of this Agreement; and<br><br>(b) any information, materials or data in any form produced  |

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|                                 | <p>by, for or on behalf of either party during the Term of and pursuant to this Agreement including without limitation all information the receiving party obtains about the other party concerning the business, finances, revenues, prices, technology and affairs of the other party generally and each of the parties' respective obligations hereunder or otherwise in connection with this Agreement and regardless of its nature.</p> <p>Confidential Information shall not include:</p> <p>(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;</p> <p>(b) information which can be shown to be known to the other party, other than under a subsisting obligation of confidentiality, or restricted use, prior to the disclosure;</p> <p>(c) information made available to the other party by a third party having a right to do so and who has not imposed on that party any subsisting obligation of confidentiality or restricted use in respect thereof; and</p> <p>(d) the Sponsor Credits and/or other Sponsor Materials provided for publication;</p> |
| <b>“Creative Brief”</b>         | means the document provided to the Sponsor or the Sponsor’s Agent which sets out the timeframe for delivery of the Creative Deliverables and required formats for the Sponsor Creative Materials;   |
| <b>“Creative Deliverables”</b>  | means the Creative Deliverables as set out in the Creative Production Services Schedule of the Deal Terms (if applicable);  |
| <b>“Data Protection Laws”</b>   | means all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (DPA), the General Data Protection Regulation ((EU) 2016/679) (EU GDPR) as transposed into UK Laws by the European Union (Withdrawal) Act 2018 and the DPA (UK GDPR); any other applicable laws and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications). Controller, Processor, Data Subject, Processing, Personal Data, Special Categories of Personal Data, Supervisory Authority (which shall mean the UK Information Commissioner or successor body, with respect to the UK GDPR) and appropriate technical and organisational measures shall all have the meanings given to them in the relevant Data Protection Laws;   |
| <b>“Digital Terms Schedule”</b> | means the Digital Terms Schedule of these Standard Terms;   |
| <b>“Editorial Decisions”</b>    | means any decision concerning the development, production, content, scheduling, marketing, promoting and advertising of the Programme;  |

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| <b>“Event of National Importance”</b> | means any national or international event of major significance;   |
| <b>“Force Majeure Event”</b>          | means any event, inability or delay that is caused by circumstances beyond the reasonable control of the affected Party including but not limited to a government act, order, sanctions, rule, regulation or direction, epidemic or pandemic, delay in transportation, or power failure or delay of laboratory, war (whether declared or undeclared), terrorist attack, riots, civil commotion, sabotage, vandalism, accident, breakdown or damage to machinery or equipment or technology industrial dispute, strike, lock out, riot, fires, explosions, storms, floods, lightening, earthquakes and other natural calamities;  |
| <b>“Insolvency Event”</b>             | <p>means the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:</p> <ul style="list-style-type: none"> <li>(i) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;</li> <li>(ii) any steps that are taken with a view to the appointment of an administrator of, or the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling the whole or part of the entity's undertaking, assets, rights or revenue;</li> <li>(iii) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors;</li> <li>(iv) the entity being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (such section read so as not to need any requirement for a decision by a court);</li> <li>(v) the entity entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors; or</li> <li>(vi) the entity entering into any other arrangement which affects the rights of creditors;</li> </ul> |
| <b>“Intellectual Property Rights”</b> | means patents, rights to inventions, copyright and related rights, trade marks, trade names, 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, semi-conductor topography rights, moral 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 for, and renewals   |

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|  | or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;  |
| <b>“ITV Group”</b>                           | means ITV, its ultimate parent undertaking and all subsidiary undertakings of its ultimate parent undertaking, each as defined by section 1162 of the Companies Act 2006 and any entity or business that may be acquired or created during the Term and ITV Group Company shall be construed accordingly; |
| <b>“ITV Creative Materials”</b>              | means any material (including without limitation any video, audio, graphics, text or data) templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of ITV in relation to the Creative Deliverables;  |
| <b>“ITV Website”</b>                         | means the website at <a href="http://www.itv.com">www.itv.com</a> ;   |
| <b>“ITVX”</b>                                | means the streaming service known as ITVX available on the ITV Website, and on mobile applications accessible via internet enabled mobile devices and/or tablets and on Connected Devices;  |
| <b>“ITVX App”</b>                            | means the ITVX application accessible via internet enabled mobile devices and/or tablets and on Connected Devices;  |
| <b>“ITVX Takeover”</b>                       | means a premium, cross-platform in-stream display advertising format appearing on the ITVX homepage below the fold for a period of 24 hours;  |
| <b>“Licensed Property”</b>                   | means the Licensed Property set out in the Deal Terms;  |
| <b>“Link”</b>                                | means a hypertext or other link from a webpage on one website to a webpage on another website and “Linking” has a corresponding meaning;  |
| <b>“Ofcom”</b>                               | means the Office of Communications or its successor;  |
| <b>“On Demand, Digital and App Services”</b> | means the On Demand, Digital and App Services as set out in the Deal Terms;   |
| <b>“Platform(s)”</b>                         | means the ITV Website, STV Website, other websites (including Programme Websites), Apps and/or other platforms owned or operated by the ITV Group or Channel 3 licensees in respect of any Programme shown on any ITV television channels;  |
| <b>“Programme App Takeover”</b>              | means a high impact, rich media ad format hosted within the Programme App;  |
| <b>“Programme Websites”</b>                  | means the ITV Programme Website and STV Programme Website as defined in the Deal Terms;   |

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| <b>“Prohibited Act”</b>                     | means any direct or indirect breach of the Applicable Laws;  |
| <b>“Promotional Licence Terms Schedule”</b> | means the Promotional Licence Terms Schedule of these Standard Terms;  |
| <b>“Relevant Compliance Requirements”</b>   | means those laws, regulations or guidance relating to anti-bribery, anti-corruption, anti-tax evasion, the prevention of exploitative labour practices and the protection of human rights and the environment, including but not limited to the UK Bribery Act 2010, the Criminal Finances Act 2017, the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Modern Slavery Act 2015 and in the US, the Foreign Corrupt Practices Act 1977 together with any code of practice, adjudication, decision, direction or rule of any regulator, regulatory or self-regulatory body (including Ofcom, the Broadcast Committee of Advertising Practice (BCAP), the Committee of Advertising Practice (CAP) the Advertising Standards Authority (ASA)) and the Ofcom Broadcasting Codes which relate to the performance of this Agreement; |
| <b>“Required Legal Notice”</b>              | has the meaning given to it in the Deal Terms;   |
| <b>“Reveal”</b>                             | means a premium, website only, in-stream display advertising format appearing solely below the fold for a period of 24 hours;  |
| <b>“Sanctions and Finance Regulations”</b>  | means those laws, regulations or guidance relating to anti-money laundering, including but not limited to the Sanctions and Anti-Money Laundering Act 2018, the Terrorism Act 2002, the Economic Crime and Corporate Transparency Act 2023 and the Fraud Act 2006;   |
| <b>“Shared Personal Data”</b>               | means the personal data to be shared between the Parties pursuant to this Agreement being: (i) name, details of experience and images, audio visual content including video and stills and correspondence with or regarding Named Talent and other Talent; and (ii) name, contact details and correspondence with or regarding staff engaged in the provision or receipt of the Creative Production Services;  |
| <b>“Showpage Takeover”</b>                  | means a high impact, rich media and cross platform display advertising format that sits on the ITV Programme Website;  |
| <b>“Spoken Sponsorship Message”</b>         | means such spoken message as the parties shall agree;  |
| <b>“Sponsor Contact”</b>                    | has the meaning given to it in the Deal Terms;   |
| <b>“Sponsor Creative Materials”</b>         | means any and all materials provided by or on behalf of the Sponsor to ITV where ITV is to produce the Sponsor Credits or any other creative materials in accordance with the Agreement, including the Sponsor Logo;   |
| <b>“Sponsor Credits”</b>                    | means a film incorporating the Text Sponsorship Message, the Spoken Sponsorship Message and/or the Sponsor Logo;   |
| <b>“Sponsor Logo”</b>                       | means such logo relating solely to the Sponsor as the  |

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|                                    | Sponsor shall provide to ITV from time to time upon reasonable notice;   |
| <b>“Sponsor Materials”</b>         | means any and all materials provided by or on behalf of the Sponsor in connection with this Agreement including the Sponsor Logo, Sponsor Credits, the Sponsor Creative Materials and any assets, creative and other materials provided in connection with any ancillary services; |
| <b>“STV”</b>                       | means STV Central and STV North;   |
| <b>“STV Central”</b>               | means STV Central Limited (Co. No. SC172149);  |
| <b>“STV North”</b>                 | means STV North Limited (Co. No. SC35733);   |
| <b>“STV Player”</b>                | means STV’s mobile application known as STV Player accessible via internet enabled mobile device handsets and/or tablets;  |
| <b>“STV Player App”</b>            | means STV’s mobile application known as STV Player accessible via internet enabled mobile device handsets and/or tablets;  |
| <b>“STV Website”</b>               | means the website at <a href="http://www.stv.tv">www.stv.tv</a> ;  |
| <b>“Style Guide”</b>               | means the document supplied by ITV to the Sponsor (as amended from time to time) containing artwork reference material and descriptions defining and governing the use of the Licensed Property;   |
| <b>“Technical Materials”</b>       | means the materials and formats set out in the then current ident supply sheet(s) provided by ITV Commercial to the Sponsor;   |
| <b>“Television Network”</b>        | has the meaning given in the Deal Terms;   |
| <b>“Term”</b>                      | has the meaning given in the Deal Terms;   |
| <b>“Text Sponsorship Message”</b>  | means such written message as the Parties shall agree;   |
| <b>“Third Party Rights Holder”</b> | means any third party who owns, controls or has rights to licence the Licensed Property;   |
| <b>“Unregistered Rights”</b>       | means any unregistered rights listed in the Deal Terms;  |
| <b>“User Data”</b>                 | means personal data procured from individuals pursuant to this Agreement who consent to the use of their personal data by the Sponsor for marketing or other purposes.   |

1.2. In this Agreement, unless the context requires otherwise:

1.2.1. Words and expressions shall have their ordinary meaning unless defined in the Deal Terms or these Standard Terms;

- 1.2.2. The contents page, headings and sub-headings are for reference and do not affect meaning;
- 1.2.3. Any reference to a "person" includes an individual, firm, partnership, company, corporation, association, organisation or trust (in each case whether or not having a separate legal personality);
- 1.2.4. Any reference to a clause, paragraph, Part or Schedule is to the relevant clause, paragraph, Part or Schedule of this Agreement;
- 1.2.5. Words in the singular include the plural and vice versa;
- 1.2.6. Any word or phrase introduced by the words "including" or "include" or any similar word or expression is illustrative and is not intended to limit the meaning of the related general words; and
- 1.2.7. A reference in this Agreement to any legislation is a reference to such legislation as may be amended from time to time and includes any legislation that supersedes or replaces it.
- 1.3. The schedules to these Standard Terms are incorporated into this Agreement only to the extent that they are referenced in the Deal Terms.

## **2. SPONSORSHIP FEE AND PAYMENT**

- 2.1. Subject to any bona fide dispute, if the Sponsor fails to make any payment when due then without affecting any other rights which it may have, ITV may (at its sole discretion):
  - 2.1.1. suspend the broadcast or transmission of the Sponsor Credits; and / or
  - 2.1.2. suspend any service(s) or licence(s) set out in the Deal Terms 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 and/or other Sponsor Materials;
  - 2.1.3. charge interest on any unpaid amount (inclusive of VAT) at a rate of three percent (3%) above the base rate from time to time of Barclays Bank plc to run from day to day (both before and after any judgment) from the due date until payment in full is received;
  - 2.1.4. require full payment immediately on demand of all outstanding monies including any future instalments of the Sponsorship Fee; and/or
  - 2.1.5. 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 for any reason withhold any payment or make any deduction from amounts payable to ITV or set off any amounts payable from ITV against payments payable to ITV.

- 2.4. The payments payable under this Agreement shall be exclusive of any applicable VAT which shall be payable in addition subject to receipt of a valid VAT invoice.

### **3. THE SPONSOR'S AGREEMENT AND OBLIGATIONS**

- 3.1. The Parties acknowledge that all Editorial Decisions shall be made entirely at the sole discretion of the relevant broadcaster.
- 3.2. The Sponsor hereby grants ITV an exclusive, royalty-free, fully paid licence to use, broadcast and transmit the Sponsor Credits and a non-exclusive, royalty-free, fully paid licence to use, broadcast and transmit all other Sponsor Materials in accordance with this Agreement.
- 3.3. The Sponsor agrees that all rights (including Intellectual Property Rights) in the Programme, the ITV Creative Materials (excluding the Sponsor Materials) and any Platforms (including any domain name and all materials and features contained on or in the same) shall at all times be vested in and belong to or be under the control of ITV (or its licensors as the case may be) and the Sponsor shall not acquire any rights (including Intellectual Property Rights) in or associated with the Programme, the Platforms or the ITV Creative Materials as a result of this Agreement. To the extent that any legal or beneficial interest in Intellectual Property Rights relating to the subject matter referred to in this clause 3.3 should for any reason vest in the Sponsor, the Sponsor hereby assigns (including by way of present assignment of future copyright, where applicable) such interest to ITV.
- 3.4. Any Intellectual Property Rights in the Sponsor 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.
- 3.5. 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 any regulatory body including Ofcom or complaint from any third party in connection with this Agreement including the sponsorship of the Programme pursuant to applicable laws.
- 3.6. The Sponsor warrants, represents and undertakes that:
- 3.6.1. 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 Materials and each constituent element of the Sponsor Materials including, without limitation the Sponsor Logo, Text Sponsorship Message and Spoken Sponsorship Message, and any footage or music incorporated in the Sponsor Materials;
- 3.6.2. the Sponsor Materials (i) do not contain any obscene, offensive, defamatory, false or misleading material, or anything that would or is likely to adversely affect the name, image, or reputation of ITV, the ITV Group and/or any Third Party Rights Holder and/or its or their goodwill, brands, programmes, business names, and/or trademarks; (ii) shall comply at all times with Applicable Laws; and (iii) shall not put ITV or the Television Network or any operator of the Platforms in breach of Applicable Laws;
- 3.6.3. the Sponsor Credits do not contain any (i) on screen text other than the Text Sponsorship Message; (ii) spoken words other than the Spoken Sponsorship Message; (iii) references to or logos of or representations of (whether spoken, in text or picture form) any entity other than the Sponsor, except where expressly agreed by ITV. 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;
- 3.6.4. the specific products or services being promoted in the Sponsor Credits shall be safe and comply with all Applicable Laws in force from time to time;
  - 3.6.5. any Sponsor Credit broadcast and/or transmitted pursuant to this Agreement either:
    - 3.6.5.1. does not constitute a financial promotion within the meaning of the Financial Services and Markets Act 2000 ("**FSMA**") or other Applicable Law; or
    - 3.6.5.2. has been approved by an 'authorised person' within the meaning of FSMA or is otherwise permitted under FSMA or an exemption order;
  - 3.6.6. the broadcast and/or transmission and/or other use of the Sponsor Materials by or on behalf of ITV and/or the Television Network in accordance with this Agreement on any media or platforms including without limitation digital terrestrial, digital satellite, cable, broadband, IPTV or mobile platforms, whether by linear or non linear means, shall not infringe the rights (including but not limited to Intellectual Property Rights) of any third party;
  - 3.6.7. it has and will retain good title and authority to enter into and perform its obligations under this Agreement and is not bound by any previous agreement which adversely affects this Agreement;
  - 3.6.8. it will not, and will not allow third parties to, use any Confidential Information (or any content, data, output, or other information received or derived from the Confidential Information) to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models or weights;
  - 3.6.9. it shall comply with all Applicable Laws;
  - 3.6.10. it will immediately notify ITV in writing if the Sponsor or its employees, agents or other persons who perform or have performed services for or on behalf of the Sponsor is investigated by any law enforcement agency or customer in relation to any of the Relevant Compliance Requirements; and
  - 3.6.11. not commit a Prohibited Act or do or suffer anything to be done, or omit to do anything, which would cause the ITV Group or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Compliance Requirements or otherwise incur any liability in relation to the Relevant Compliance Requirements.
  - 3.7. Without prejudice to clause 9, the Sponsor shall ensure that any promotion of its sponsorship or other rights under this Agreement shall be subject to ITV's prior approval. The Sponsor represents, warrants and undertakes that such promotion shall comply with all Applicable Laws and shall not be obscene, offensive, blasphemous, pornographic, unlawful or defamatory and shall not cause injury to, invade the privacy of or otherwise infringe or violate the rights of ITV or any third party. To the extent that the Sponsor makes any communications by social media, such communications must also comply with any and all third party terms that govern the social media platform. If ITV and/or any social media platform objects to any communications made by the Sponsor for any reason, the

Sponsor shall immediately remove or amend (as directed by ITV) such communications.

#### **4. 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 Applicable Laws and/or to meet ITV's creative or technical specifications, the Sponsor shall make such changes at its own cost.
- 4.3. 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 PRS for Music Limited or any replacement or successor music rights collection society in relation to the broadcast and/or transmission thereof.

#### **5. SIMULCAST**

- 5.1. For the avoidance of doubt, ITV confirms that ITV, ITV2, ITV3, ITV4, and ITV Be are simulcast on ITV's website located at URL [www.itv.com](http://www.itv.com), and on the ITVX App and STV is simulcast on STV's website located at URL [www.stv.tv](http://www.stv.tv) and on the STV Player App. The Sponsor hereby acknowledges and agrees that where the Programme is simulcast, the Sponsor Credit may, at the sole discretion of ITV, also be simulcast without ITV providing any prior notice of this transmission to the Sponsor. For the avoidance of doubt, the simulcasting of the Sponsor Credit is subject to the Sponsor's compliance with the terms of this Agreement.

#### **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 was not, at the time this Agreement was made, a reasonably foreseeable result of such a breach (whether or not in practice it arises as a direct and natural result of a breach of this Agreement).
- 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 or in connection with this Agreement whether in contract, tort or otherwise shall not exceed the total amount of the Sponsorship Fee paid by or on behalf of the Sponsor and received by 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 in clause 3.6 of these Standard Terms, clause 3 and clause 7

of the Digital Terms Schedule (if applicable) and (if a Promotional Licence has been granted) arising from any breach by the Sponsor of any terms of the Promotional Licence (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 including fraudulent misrepresentation.
- 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 due to a Force Majeure Event or to provide coverage of an Event of National Importance. Such events may necessitate the rescheduling of the transmission or broadcast of the Programme and/or the Sponsor Credits, which may require the extension of the Transmission Period and Term respectively. 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 pursuant to this clause, the provisions of clause 6.7 shall apply.
- 6.7. Without prejudice to clause 6.6, 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 Standard Terms and this failure is reasonably considered to substantially affect the value of the Sponsor's rights under this Agreement, then ITV may grant the Sponsor a credit to the value of an equitable reduction in the Sponsorship Fee related to such failure, subject to any special arrangements set out in the Deal Terms. The Sponsor may use such credit in relation to such advertising or sponsorship opportunities as may be agreed with ITV. The same shall constitute the Sponsor's sole remedy in respect of any such breach of this Agreement. The Sponsor shall use such credits within six (6) months of the end of the Transmission Period. Any credits unused after this period shall expire and ITV's obligations under this clause 6.7 shall be deemed fully and finally satisfied and ITV shall have no further liability to the Sponsor in relation to such credits. If the parties cannot agree whether any failure does substantially affect the value of the Sponsor's rights and/or the amount of any reduction under this clause then the issue in dispute shall be referred to mediation in accordance with the CEDR's Model Mediation Procedure. Unless otherwise agreed between the Parties within fourteen (14) days of notice of the dispute, the mediator will be nominated by CEDR.

## **7. TERM AND TERMINATION**

- 7.1. This Agreement shall remain in force for the period of the Term unless terminated earlier in accordance with its terms.
- 7.2. Notwithstanding any other provision in this Agreement, either Party may by written notice to the other terminate this Agreement immediately:
  - 7.2.1. if the other Party (or in the case of Sponsor, any Subcontractor) is materially in breach of any of the terms of the Agreement and (where such breach is capable of remedy) fails to remedy the breach within 30 days of receipt of notice from the other Party requiring such breach to be remedied;

- 7.2.2. if the other Party becomes affected by an Insolvency Event; or
- 7.2.3. If the other Party enters into, or any step is taken, towards any procedure analogous to the procedures set out in clause 7.2.1 or 7.2.2 above under the laws of any jurisdiction.
- 7.3. ITV may by written notice to the Sponsor terminate this Agreement:
  - 7.3.1. immediately if:
    - 7.3.1.1. the Sponsor fails to make any payment under this Agreement for thirty days after the same shall have become due;
    - 7.3.1.2. there shall be any change in control (and for these purposes, "control" shall have the meaning given to it in section 1124 of the Corporation Tax Act 2010) of the Sponsor where the new controlling entity is not of at least the same financial standing or repute as the current Sponsor and/or where the company taking control is a competitor of ITV or any of its Affiliates; or
    - 7.3.1.3. ITV Group or any of its Affiliates believes in its sole discretion in good faith that the relationship or association between itself and the Sponsor and/or that the acts or omissions of the Sponsor or its Affiliates in connection with this Agreement may bring ITV Group's good name and/or reputation into disrepute.
  - 7.3.2. by giving one (1) week's written notice to the Sponsor in the following circumstances:
    - 7.3.2.1. any breach by the Sponsor of clause 1.4 of the Promotional Licence Terms Schedule; and/or

if production or transmission of the Programme(s) and/or any Production Deliverable is cancelled or suspended for any reason, provided that one (1) week's notice is possible (otherwise ITV shall be entitled to terminate this Agreement by giving to the Sponsor such notice as is reasonably practicable).

## **8. CONSEQUENCES OF TERMINATION**

- 8.1. 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.
- 8.2. On termination or expiry of this Agreement:
  - 8.2.1. each Party shall promptly return to the other or permit the other to collect all items in the possession of the other which are the other Party's property and each Party shall immediately cease to use the Intellectual Property Rights of the other;
  - 8.2.2. in the event that ITV terminates this Agreement for any reason set out in clause 7.3, any portion of the Sponsorship Fee not yet paid shall become due and payable and ITV shall be entitled without affecting any other rights which it may have at law or otherwise, to charge, in addition to all other sums due under this Agreement, any costs associated with removing the Sponsorship Credits and/or Sponsor Materials from any broadcast or transmission of the Programme or Programme related content the Television Network or any of the Platforms; and/or

- 8.2.3. in the event that the termination is for reasons other than a breach by the Sponsor, ITV shall return all pre-paid fees pro-rated accordingly.
- 8.3. The provisions of those clauses intended to have continuing effect (including but not limited to clauses 1 (Definition and Interpretation), 2 (Sponsorship Fee and Payment), 3 (Sponsor's Agreement and Obligations), 6 (Liability), and 8 et seq.; Digital Terms Schedule (clauses 1,3,5,6,7 and 8) and Promotional Licence Terms Schedule (clauses 1.2-3,1.4,1.7,1.9-10, 2,3,4 and 5) shall continue in full force and effect following the termination or expiry of this Agreement.

## **9. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS**

- 9.1. Each Party undertakes for the Term and for a period of three years following expiry or termination of this Agreement to use the other Party's Confidential Information only for the purposes of fulfilling its obligations under this Agreement, to keep secure and protected such Confidential Information against theft, damage, loss or unauthorised access, and not to disclose to any person any Confidential Information without the prior written consent of the disclosing Party except as permitted by this Agreement.
- 9.2. The receiving Party may disclose or permit the disclosure of Confidential Information:
- 9.2.1. to employees, directors, subcontractors, agents and professional advisers only to the extent necessary to enable them to perform or cause to be performed or to benefit from or enforce any of its rights or obligations under this Agreement, including complying with any audit or insurance obligations, and provided that the receiving Party shall ensure that all such persons shall comply with these confidentiality obligations in the same manner as if they were the receiving Party; or
- 9.2.2. when required to do so by law, including complying with any relevant contracts, regulation, court order or by the listing rules of any relevant stock exchange, provided that the receiving Party shall notify the disclosing Party of any required disclosure as soon as reasonably practicable in the circumstances if permitted to do so and shall take reasonable action to avoid or limit such disclosure.
- 9.3. The Sponsor shall not make any announcement relating to this Agreement or its subject matter without the prior approval of ITV, except as required by applicable law, regulation or court order or by any legal or regulatory authority.
- 9.4. ITV may disclose, or permit the duplication or disclosure of Confidential Information to any company in the ITV Group, any third party broadcaster and any Third Party Rights Holder.
- 9.5. The parties agree that damages alone may not be an adequate remedy for the breach of this clause 9.

## **10. DATA PROTECTION**

- 10.1. ITV and the Sponsor acknowledge and agree that neither is processing any personal data on behalf of the other pursuant to this Agreement. To the extent that either Party processes personal data of the other Party pursuant to this Agreement, it will be data controller and warrants that it will process that personal data in accordance with Data Protection Laws.

- 10.2. The Sponsor agrees to notify all relevant Sponsor personnel that (i) ITV may process personal data relating to members of Sponsor's personnel (in particular business contact details) in order for ITV to further its legitimate business interests in managing the Agreement and the relationship with the Sponsor; and (ii) ITV may share such personal data with its associated companies, licensors, sub-contractors and agents for this purpose. More information about data protection at ITV can be obtained from <https://www.itvplc.com/site-services/privacy>.

## **11. FORCE MAJEURE**

- 11.1. 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.
- 11.2. In the event that either party receives a notification under clause 11.1 above, the parties shall have a good faith discussion taking into account the work performed under the Agreement by each party and the fees incurred up to the date of the notice.
- 11.3. If a party is unable to perform any of its obligations under this Agreement for more than twenty (20) Business Days as a result of the Force Majeure Event, either party may terminate this Agreement at any time and without further liability upon giving written notice to the other party.

## **12. ASSIGNMENT**

- 12.1. The Sponsor shall not be entitled to assign, sub-license, sub-contract or otherwise dispose of any of its rights under this Agreement without ITV's prior written consent.
- 12.2. Any third party to whom the Sponsor grants a sub-contract and/or sub-licence (including without limitation any manufacturers or third party distributors) in accordance with clause 12.1 shall be a "Subcontractor".
- 12.3. Notwithstanding the foregoing, the Sponsor shall ensure that all Subcontractors comply with the provisions of this Agreement as if they were the Sponsor (including, where applicable, the obligations of the Sponsor in respect of the subcontracted rights or obligations and any restrictions within the licences granted pursuant to this Agreement).
- 12.4. The Sponsor shall remain liable for all of its obligations under this Agreement, shall be fully responsible and liable for the acts and omissions of its Subcontractors and shall indemnify ITV Group against any and all costs, expenses, claims, loss or damage incurred or suffered by any of the ITV Group, or for which any of the ITV Group may become liable (whether direct, indirect or consequential and including any economic loss or other loss of profits, business or goodwill) arising out of or in connection with any act or omission of any Subcontractor.
- 12.5. ITV shall be entitled to sub-contract, assign or otherwise transfer this Agreement (including any benefit or obligation under it) to any other company within the ITV Group and to any third party broadcaster (for example, STV) or Third Party Rights Holder connected with the Programme.

### **13. NOTICES**

- 13.1. Any notice given under this Agreement shall be in writing and shall:
- 13.1.1. be served by hand, prepaid first class recorded delivery or first class registered post, marked for the attention of the applicable Sponsor or Head of Legal (Commercial) at ITV Media and Entertainment at the address set out in the Deal Terms; or
  - 13.1.2. (as applicable) be sent by email to ITV at the following email address [itvcommerciallegalaffairs@itv.com](mailto:itvcommerciallegalaffairs@itv.com) or to the Sponsor Contact at the Sponsor Contact email address set out in the Deal Terms, save for all or any notices which shall or may terminate this Agreement.
- 13.2. Any notice shall be deemed to have been served at the earliest of:
- 13.2.1. when sent by email, at the time of transmission (or, if this time falls outside a Business Day, on the next Business Day);
  - 13.2.2. if served by hand, at the time of delivery; or
  - 13.2.3. if sent by prepaid first class recorded delivery or first class registered post, at the expiration of 48 (forty-eight) hours after being placed in the post.
- 13.3. This clause does not apply to the service of any proceedings or any documents in any legal action, or where applicable, any arbitration or other methods of dispute resolution.

### **14. NO PARTNERSHIP**

- 14.1. Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or principal-agent relationship between the Parties and neither Party shall have authority to bind the other in any way unless expressly provided otherwise in this Agreement.

### **15. WAIVER**

- 15.1. In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.
- 15.2. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.
- 15.3. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

### **16. ENTIRE AGREEMENT**

- 16.1. This Agreement (including any variations agreed in accordance with clause 16.3, if applicable) represents the entire agreement between the parties relating to the subject matter of this Agreement and shall be legally binding.
- 16.2. The parties agree that this Agreement shall take precedence over any additional and/or differing terms or conditions in any other document or arrangement not forming part of this Agreement, including but not limited to any click-through terms or order form(s) shared between and/or signed by the parties before or after signature of this Agreement ("**Additional Agreements**").
- 16.3. Any such Additional Agreements shall be considered void and any variation, supplement, deletion or replacement of or from this Agreement or any of its terms shall only be effective if it:
- 16.3.1. is in writing;
  - 16.3.2. expressly references and excludes this clause 16.3; and
  - 16.3.3. is signed by or on behalf of each party with the intention to vary, supplement, delete or replace being clearly expressed. The Sponsor acknowledges that ITV's sub-contractors are not authorised to bind ITV in respect of any change to this Agreement.

## **17. SEVERABILITY**

- 17.1. If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 17.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

## **18. THIRD PARTY RIGHTS**

- 18.1. Save for any Affiliate of ITV or Third Party Rights Holder, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement. Notwithstanding the foregoing, this Agreement may be rescinded or varied in any way and at any time by the Parties to this Agreement without the consent of any of the other Affiliates of ITV or Third Party Rights Holders.

## **19. OWN COSTS**

- 19.1. Except as otherwise provided in this Agreement, each Party shall pay its own costs in connection with the negotiation, preparation, execution and performance of this Agreement, and all documents ancillary to it.

## **20. COUNTERPARTS AND ELECTRONIC SIGNATURE**

- 20.1. This Agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Agreement is not effective until each Party has executed at least one counterpart.



- 20.2. Each Party agrees to sign this Agreement by electronic signature (if available and in whatever form the electronic signature takes) and that this method of signature is conclusive of each Party's intention to be bound by this Agreement as if signed by each Party's handwritten signature.

## **21. GOVERNING LAW AND JURISDICTION**

- 21.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and will be construed in accordance with, the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or other matter arising under or in connection with this Agreement (including non-contractual disputes or claims).

## Digital Terms Schedule

1. The Sponsor shall provide all Sponsor Materials and such reasonable assistance as ITV may require in order to provide the On Demand, Digital and App Services. The Sponsor hereby grants ITV a worldwide, non-exclusive, royalty-free licence to use and to authorise the use of any Sponsor Materials for the purpose of performing the On Demand, Digital and App Services.
2. The Sponsor shall provide all display and/or VOD advertising in accordance with any instructions and timings specified by ITV and in any event at least five (5) Business Days prior to the date of its intended display or ten (10) Business Days prior to the date of its intended display in the case of any interactive VOD advertising.
3. The Sponsor warrants, represents and undertakes that: (a) the Sponsor Materials and the Sponsor's Website (if applicable) do not contain any obscene, offensive or defamatory material; (b) the Sponsor 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 the Platforms and services, including without limitation the Programme Websites and ITVX, STV Player, Apps, ITV's computer systems or any third party's computer system; and (c) if the On Demand, Digital and App Services include the creation of a competition for which the Sponsor is providing a prize(s): (i) it shall provide evidence (satisfactory to ITV) that the prize(s) relating to the competition has/have been obtained or contractually secured by the Sponsor; and (ii) the prize(s) shall be safe and comply with all Applicable Laws in force from time to time.
4. Without in any way limiting the Sponsor's liability, ITV reserves the right to reject any Sponsor Materials which, in ITV's opinion, are not compliant with Applicable Laws or do not comply with ITV's technical or creative specifications, 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.
5. In addition to clause 4 above, ITV shall have the right, at any time, to remove any of the Sponsor Materials and/or deactivate any Links once live from any platforms including the Platforms, Programme Websites and/or the Apps if ITV determines, in its sole discretion, that the Sponsor Materials or any portion thereof breach the then applicable technical or creative specifications or editorial policy of ITV or any third party platform provider or any Applicable Laws, or would or might cause ITV or any platform provider to breach any statutory or regulatory duty, or to infringe or possibly infringe a third party's Intellectual Property Rights or other rights.
6. Any social media activity that ITV may commit to do in connection with the Sponsor's sponsorship of the Programme shall be subject to all Applicable Laws and the third party terms that govern the relevant social media platform. ITV shall have full editorial control over any such social media activity via social media accounts operated by any member of the ITV Group (or its licensors). ITV shall not be in breach of this Agreement and shall have no liability to the Sponsor for the removal of and/or amendment to any social media activity and content to the extent that ITV is complying with any request by a social media platform.
7. If the Deal Terms require the provision of User Data by ITV to the Sponsor then the Sponsor warrants, represents and undertakes that it:
  - 7.1. shall act as the data controller in respect of the Sponsor's use of any User Data transferred to it by or on behalf of ITV pursuant to this Agreement and/or captured by the Sponsor in connection with the Sponsor Materials;
  - 7.2. it shall only process User Data in accordance with all applicable Data Protection Laws, guidance and codes of practice;

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

- 8.4. it shall take all measures required pursuant to Article 32 (Security of Processing) of the GDPR;
  - 8.5. it shall inform the Sponsor of any intended changes concerning the addition or replacement of other processors, thereby giving the Sponsor the opportunity to object to such changes. Subject to ITV informing the Sponsor, the Sponsor hereby generally authorises ITV to engage other processors;
  - 8.6. if ITV Commercial engages another processor, ITV shall ensure that the same data protection obligations as set out in the Agreement shall be imposed on that other processor by way of a written contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of Data Protection Laws. ITV shall remain fully liable to the Sponsor for the performance by such other processor of such obligations;
  - 8.7. it shall, taking into account the nature of the processing, assist the Sponsor by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Sponsor's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III (Rights of the data subject) of the GDPR;
  - 8.8. it shall assist the Sponsor in ensuring compliance with the obligations in Section 2 (Security of personal data) and Section 3 (Data protection impact assessment and prior consultation) of the GDPR, taking into account the nature of the Sponsor's processing of the personal data and the information available to the Sponsor;
  - 8.9. at the choice of the Sponsor, it shall delete or return all the personal data to the Sponsor after the end of the provision of the services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data; and
  - 8.10. it shall make available to the Sponsor all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections on reasonable notice, conducted by the Sponsor or any auditor mandated by the Sponsor in respect of such compliance, in each case at the Sponsor's cost.
9. Regardless of the delivery method that is being used to view the relevant content, Sponsor Credits and/or Sponsor-branded advertisements will not be served around episodes of the Programme or Programme related content that are;
- 9.1. being transmitted to an individual that has paid money to watch the content (which may include payment of a subscription to access ITVX, the ITVX App or STV Player (as applicable) or any other service (on any platform) or if that individual has paid to watch specific episode(s) of the Programme or content);
  - 9.2. being broadcast on ITVX or STV Player (as applicable) via an application available via a connected television set or a streaming device or any platform where it is not technically feasible to serve such advertisements or credits or where ITV's or STV's (as applicable) arrangements with the third party platform do not permit such serving; and
  - 9.3. viewed by users of ITVX or the STV Player in an unnatural manner (for example fast-forwarding through breaks in episodes of the Programme) such that the relevant player's functionality prevents the user from seeing Sponsor Credits in accordance with ITV or STV fair advertising policies (which aim to prevent users from seeing excessive advertising).

## Promotional Licence Terms Schedule

### 1. SPONSOR'S OBLIGATION

- 1.1. The Sponsor shall comply with the directions of ITV regarding the form and manner of the application of the Licensed Property in connection with the exploitation of the Promotional Rights including without limitation to any promotional material and/or Promotional Products (if applicable), including the directions contained in the Style Guide (as defined above).
- 1.2. In exploiting the Promotional Rights, the Sponsor shall comply with, and shall ensure that all promotional material and Promotional Products comply with, all Applicable Laws and industry standards.
- 1.3. The Sponsor shall ensure that the promotional material and/or the exploitation of the Promotional Rights;
  - 1.3.1. do not infringe the Intellectual Property Rights of any third party;
  - 1.3.2. are not defamatory;
  - 1.3.3. are not an infringement of rights to privacy;
  - 1.3.4. are not obscene;
  - 1.3.5. are not a violation of anti-discrimination laws or regulations;
  - 1.3.6. do not constitute unfair competition;
  - 1.3.7. do not cause ITV (or any Third Party Rights Holder) to breach any statutory or regulatory duty or criminal law; and
  - 1.3.8. is not in any other way unlawful.
- 1.4. The Sponsor shall ensure that in its exploitation of the Promotional Rights it shall not do or permit to be done, anything that would or is likely to adversely affect the name, image, or reputation of ITV, the ITV Group and/or any Third Party Rights Holder and/or its or their goodwill, brands, programmes, business names, and/or trademarks.
- 1.5. The Sponsor shall not without ITV's prior written consent use the name, likeness, image or voice of any person appearing in the Programme on or in any promotional material or to endorse the Sponsor's products or services.
- 1.6. The Sponsor acknowledges and agrees that music from the Programme is not included in the Licensed Property and if the Sponsor is using such music, clearances for such music must be obtained by the Sponsor directly from the owner at Sponsor's own cost.
- 1.7. The Sponsor shall not use any modification, abbreviation or adaptation of the Licensed Property except where previously agreed by ITV in writing.
- 1.8. The Sponsor shall bear all design, development, production, maintenance, support, distribution, operation, hosting, advertising, marketing and promotion costs for its exploitation of the Promotional Rights.
- 1.9. The Sponsor has acquired (and shall continue to hold throughout the Licence Term) all rights, consents and licences necessary for it to exploit the Promotional Rights and comply with its obligations under this Promotional Licence.

- 1.10. The Sponsor shall promptly provide ITV with details of any consumer or regulatory or third party complaints it has received relating to its use of the Licensed Property or any products or services which contain the Licensed Property or in relation to its exploitation of the Promotional Rights together with reports on the manner in which such complaints or investigations are being, or have been dealt with, and shall comply with any reasonable directions given by ITV in respect thereof.
- 1.11. The Sponsor shall immediately notify ITV in writing giving full particulars if any form of attack, charge or claim to which the Licensed Property (or any part of it) may be subject or anything else which may conflict with any of the rights granted under this Promotional Licence. ITV shall in its absolute discretion decide what action if any to take.
- 1.12. The provisions of section 30 of the Trade Marks Act 1994 (and where applicable the rights of exclusive licensees to bring proceedings under article 22(3) of Council Regulation 207/09 on the Community Trade Mark) are expressly excluded.
- 1.13. The Sponsor shall not copy, use, distribute, sub-license or otherwise deal in the Licensed Property, other than strictly in accordance with the terms of this Promotional Licence and the Sponsor shall not copy, use, distribute, sub-license or otherwise deal with any logos, materials or any other Intellectual Property Rights belonging to or licensed by ITV and/or the ITV Group without ITV's prior written consent.

## 2. PROTECTION OF INTELLECTUAL PROPERTY

- 2.1. The Sponsor shall procure that all material including the Licensed Property and/or created to exploit the Promotional Rights, bears the Required Legal Notice and/or any other statement as notified in writing by ITV to the Sponsor (and shall not remove or authorise the removal of the same).
- 2.2. Any goodwill derived from the use by the Sponsor of the Licensed Property shall accrue to the registered proprietor of the Licensed Property. ITV may at any time call for a confirmatory assignment of that goodwill and the Sponsor shall immediately execute it.
- 2.3. The Sponsor shall not do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to any of the Licensed Property or the reputation, goodwill or registrations associated with the Licensed Property.
- 2.4. The Sponsor shall not apply for the registration in any country of any Intellectual Property Right which is in any way identical to, similar to or which resembles or comprises any element of the Licensed Property.
- 2.5. The Sponsor hereby assigns to ITV free of all liens, charges, encumbrances and third party rights of whatsoever nature (and by way of present assignment of future copyright where material is yet to be created) all copyright and any other Intellectual Property Rights in any element of the material which is based on or derived from the Licensed Property ("**Derivative Material**") (whether created as at the date of this Agreement or in the future) for the full duration of such rights throughout the world, including any extensions, reversions and renewals thereof. Where such rights are not owned by the Sponsor, the Sponsor undertakes to obtain an assignment of rights in materially the same form as the assignment in this clause 2.5 to ITV from any person who, on behalf of the Sponsor, creates any Derivative Material. The Sponsor irrevocably and unconditionally waives and agrees to procure the irrevocable and unconditional waiver in perpetuity of any provision of law known as moral rights and, so far as is legally possible, any broadly equivalent rights in any territory of the world, in respect of any Derivative Material.

- 2.6. The Sponsor shall not infringe, limit or adversely affect in any way the rights reserved to ITV under this Promotional Licence.

### **3. APPROVALS**

- 3.1. The Sponsor shall obtain ITV's prior written approval of all uses of the Licensed Property and material created in relation to exploitation of the Promotional Rights prior to distribution or publication. In obtaining such approval the Sponsor shall comply with the stages of approval and procedures and relevant timelines as specified by ITV from time to time. Use of the Licensed Property may also be subject to prior approval by or on behalf of any underlying rights-holder and the Sponsor acknowledges that ITV may submit any uses of the Licensed Property to the relevant rights-holder (or their representatives) for their approval. The Sponsor acknowledges that the underlying rights-holder's decision is final. The Sponsor shall make any changes required by ITV and/or any rights-holder at its own cost.
- 3.2. To the extent that the Promotional Rights expressly include a right for the Sponsor to run a competition or prize draw then the materials to be provided by the Sponsor for ITV's prior approval will include the terms and conditions (which shall include a provision stating that ITV is not responsible for the administration of the competition) and such other information and/or materials as may be reasonably requested by ITV.
- 3.3. ITV shall endeavour to give its approval or otherwise within ten (10) Business Days of receipt of submitted materials. The Sponsor shall not proceed to the next stage of development or publication or distribution unless ITV has given written approval. If approval is not given it shall be deemed withheld.
- 3.4. If at any time after receiving final approval the Sponsor wishes to change material(s) which include the Licensed Property, the Sponsor shall submit the revised material for approval by ITV prior to sale or distribution.
- 3.5. For the avoidance of doubt, any approval given by ITV shall not absolve the Sponsor from any of its other obligations under this Promotional Licence.
- 3.6. The Sponsor shall comply strictly with the directions of ITV regarding the form and manner of the application of the Licensed Property, including the directions contained in any Style Guide. The Style Guide shall at all times remain the property of ITV and shall not be copied, reproduced or used other than in accordance with the terms of this Promotional Licence.

### **4. WITHDRAWAL OF LICENSED PROPERTY**

- 4.1. ITV shall have the right at any time by giving notice in writing to the Sponsor to withdraw the Licensed Property (or any element of it) from the terms of this Promotional Licence if in the reasonable opinion of ITV the Licensed Property (or any element of it) becomes unavailable for distribution due to;
- 4.1.1. actual or threatened litigation relating to the Licensed Property;
- 4.1.2. ITV having been advised by its legal advisors to withdraw it for reasons including but not limited to restrictions imposed on ITV by any third party rights owners and/or creative participants in the Licensed Property; or
- 4.1.3. any reason beyond ITV's control.

- 4.2. Such notice of withdrawal shall be given as far in advance as reasonably possible and in any event with no less than five (5) Business Days' notice. Following the receipt of such notice of withdrawal the Sponsor hereby agrees to;
- 4.2.1. withhold the release or withdraw from distribution any materials containing the Licensed Property (or, if applicable, the element of the Licensed Property that has been withdrawn); and
- 4.2.2. accepts a pro rata refund of the part of the Sponsorship Fee attributable to the Promotional Licence (as specified by ITV). No other sums or compensation, other than such pro rata refund, shall be payable by ITV and the Sponsor shall and does waive all claims against ITV that may arise from such withdrawal of the Licensed Property. The Sponsor shall ensure that it has appropriate recall procedures in place to deal with any requirements to withhold or withdraw materials containing the Licensed Property.
- 4.3. Notwithstanding any other provision in this Agreement, ITV may by written notice terminate the Promotional Licence immediately if the Sponsor is materially in breach of any of the terms of the Promotional Licence and (where such breach is capable of remedy) fails to remedy the breach within fourteen (14) days of receipt of notice from ITV requiring such breach to be remedied.
- 4.4. On expiry or termination of this Agreement and/or the Promotional Licence set out in this schedule for any reason and subject to any express provisions set out elsewhere in this Agreement:
- 4.4.1. all rights and licences granted pursuant to this Promotional Licence shall cease and the Sponsor shall cease all use of the Licensed Property;
- 4.4.2. the Sponsor shall co-operate with ITV in the cancellation of any licences registered pursuant to this Agreement and shall execute such documents and do all acts and things as may be necessary to effect such cancellation; and
- 4.4.3. the Sponsor shall at its own expense, and within fifteen (15) Business Days, return or otherwise dispose of in accordance with the directions of ITV all remaining physical products created pursuant to exploitation of the Promotional Rights in its possession; and all records and copies of a) the Copyright Material listed in the "Licensed Property" definition; b) promotional material; and c) Confidential Information in its possession or communicated to it by ITV, either preparatory to, or as a result of, this Agreement to the extent such material remains confidential.

## **5. INSURANCE AND LIABILITY**

- 5.1. 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 material and/or licensed products or services.
- 5.2. Save in respect of the grant of the Promotional Licence to the Sponsor, ITV shall not be liable in any respect in relation to or in connection with any promotional material and the Sponsor shall ensure that all notices, warnings, disclaimers, statements and terms and conditions necessary and appropriate are included on all promotional material and/or licensed products or services.