

## CARLTON TELEVISION LIMITED

### AIRTIME TERMS AND CONDITIONS

#### GLOSSARY OF CONTRACT TERMS

The terms defined in this Glossary of Contract Terms shall be deemed incorporated into the Carlton Airtime Terms and Conditions (to be found on the website at [www.carlton.com/mediasales](http://www.carlton.com/mediasales)) and shall apply to each contract for Advertising Airtime sales entered into by Carlton having an effective start date of or after 1 January 2003.

All demographic grouping abbreviations (ABC1, HWCH etc.) shall have the meaning applied to them by the BARB. Such definitions are hereby incorporated into this Glossary and any agreement for airtime sales entered into by Carlton.

**Advance Booking Deadline** or **ABD**: means the relevant date from the list of dates published by Carlton from time to time on its website at [www.carlton.com/mediasales](http://www.carlton.com/mediasales), or such other deadline as is agreed between the Advertiser or Agency and Carlton, by which the Agency or Advertiser is required to confirm its booking;

**Advertisement**: means any advertisement for broadcast (including interactive advertising) incorporating Advertisement Copy in respect of which Advertising Airtime has been sold and which has been cleared for transmission in the manner prescribed by these Carlton Airtime Terms and Conditions;

**Advertisement Copy**: means any advertising material (which for the avoidance of doubt shall be deemed to include interactive material) provided by or on behalf of the Advertiser or Agency and intended for transmission by Carlton;

**Advertiser**: means a person, firm or company wishing to advertise;

**Advertising Airtime**: means such broadcasting airtime as Carlton is entitled to sell for the transmission of Advertisements and/or Interactive Applications;

**Advertising Spot Revenue**: means the total revenue received by or owed to Carlton for Advertising Airtime (excluding sponsorship revenues) for the relevant time period;

**Agency**: means an advertising agent or agency, being a person, firm or company carrying on the business involving the selection and purchase of advertising space or time for an Advertiser;

**Airtime Credit**: means any credit value accrued for any Advertiser on any burst of activity; and **Airtime Deficit** shall be interpreted accordingly;

**ASA**: means the Advertising Standards Association or any superceding body;

**Auditors**: means an independent auditing company nominated by Carlton to verify delivery of contracted Advertising Airtime;

**BACC:** means the Broadcast Advertising Clearance Centre or any superceding body;

**BARB:** means the Broadcaster's Audience Research Board Limited;

**Barter:** means any Advertising Airtime not paid for by cash;

**Booking:** means a commitment (which shall become irrevocable after the Advance Booking Deadline) to Carlton in writing (including e-mail) from the Advertiser or Agency to buy Advertising Airtime at an agreed rate and on agreed terms;

**Cancellation:** means any request by an Agency or an Advertiser to cancel permanently any Booking;

**Carlton:** means Carlton Television Limited (Co. Reg. No. 2937518);

**Carlton Active:** means a division of Carlton whose business relates to the creation, sale and/or exploitation of Interactive Applications;

**Carlton Broadcasting:** means Carlton Broadcasting Limited (Co. Reg. No. 2455642) trading as **Carlton London**;

**Carlton Platform:** means the interactive television service operated by Carlton Active;

**Carlton Share of Broadcast:** means the commitment of a minimum percentage of the total UK terrestrial, cable and satellite television (analogue and digital) UK advertising airtime expenditure by an Advertiser or Agency to the licence areas represented by Carlton Media, namely Carlton London, Central, HTV, WCTV and SMG;

**Carlton Share of ITV:** means the commitment of a minimum percentage of the total terrestrial, cable and satellite television (analogue and digital) ITV advertising airtime expenditure by an Advertiser or Agency to the licence areas represented by Carlton Media, namely Carlton London, Central, HTV, WCTV and SMG;

**Carlton Share of London ITV:** means the commitment of a minimum percentage of the terrestrial, cable and satellite television (analogue and digital) ITV (London licence region only) advertising airtime expenditure by an Advertiser or Agency to the Carlton Broadcasting licence;

**Central:** means Central Independent Television Limited (Co. No. 1490357) trading as Carlton Central;

**Centre Break:** an advertising break within a TV programme;

**Clients:** shall mean the clients of an Agency, each of which shall be an Advertiser;

**Closedown:** means the time at which the advertising reels are closed in relation to any one day's advertising, and after which time no changes to such reels can be made;

**Commission:** means the amount of commission payable by reference to the Ratecard as defined on the Carlton website;

**Competitive Media:** means any competing TV channel and/or any other media;

**Compliance Procedure:** means any procedures put in place by Carlton from time to time to ensure that Interactive Applications meet Carlton's technical requirements;

**Copy Rotation:** means where a campaign consists of two or more separate Advertisements (or variations of the same) the agreed order for transmission and any changes thereto;

**CPT:** means cost per thousand – the cost of airtime to reach a target audience of 1000 viewers;

**Day Parts:** means agreed time segments for the purposes of booking and monitoring Advertising Airtime;

**Deferment:** any request by an Agency or an Advertiser to postpone any Booking;

**End Break:** an advertising break between two distinct TV programmes;

**Exclusions:** means any Advertiser/brand which are not included in any agreement between an Advertiser or Agency and Carlton;

**FIB and LIB:** means respectively first in break and last in break;

**Force Majeure:** shall mean any event beyond the reasonable control of either Carlton or the Advertiser or Agency, as applicable, and shall include (but not by way of limitation) strikes, lockouts, riots, sabotage, acts of war, terrorism, hostilities or piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake, change in mandatory law or regulation, and delay caused by failure of power supplies or transport. For the avoidance of doubt, the loss of a Client or brand by an Agency will not be deemed to be an event of Force Majeure;

**Frequency:** the number of times the target audience has an opportunity to see a commercial or campaign;

**Gross Station Price:** means the notional benchmark price for Spot Advertising varying from month to month derived using 30 second equivalent Impacts measured in CPT, (also known as "Ratecard weighted TVR's"). For the avoidance of doubt, Gross Station Price will be calculated as follows:

$$\frac{(\text{Net Advertising Spot Revenues} + \text{Carlton gross up})}{(30 \text{ second equivalent Impacts} \div 1000)}$$

**HTV:** means HTV Group Limited (Co. No. 121260) trading as Carlton West;

**Impacts:** means the total number of single viewings of all Advertisements in the requisite period as reported by BARB;

**ITC:** means the Independent Television Commission or any superceding regulatory body;

**Interactive Application:** means an interactive application, produced by Carlton or by a third party on behalf of an Advertiser or Agency as the case may be, advertising goods or services intended to be transmitted using the Carlton Platform at the same time as a programme or advertisement as the case may be;

**ITV or ITV 1:** means the regional C3 service defined in the Broadcasting Act;

**ITV 2:** means the digital channel owned and operated by certain members of the ITV Network;

**ITV Network:** means ITV Network Limited (Co. No. 603893);

**Late Copy:** means copy that is received two Working Days or less before transmission;

**Net Advertising Spot Revenues:** Spot Advertising revenue less any applicable agency commission and/or other agreed off-invoice discounts;

**Non-pre-emptible:** means guaranteed to be shown at the agreed time and not capable of being transferred to any other time; and **Pre-emptible** shall be interpreted accordingly;

**Optimisation:** means the most efficient manner of delivering the agreed audiences to be decided at Carlton's discretion;

**Partworks:** means a weekly themed publication;

**Peak:** means the agreed segments of prime time viewing; and **Off Peak** shall be interpreted accordingly;

**Position in Break:** means any specific position within an advertising break;

**Pure Station Price** (otherwise known as "Station Average Price"): means the notional benchmark price for Spot Advertising varying from month to month (or any other agreed time period) derived using 30 second equivalent Impacts measured in CPT (also known as "Ratecard weighted TVRs"). For the avoidance of doubt, Pure Station Price will be calculated as follows:

$$\frac{(\text{Net Advertising Spot Revenues} + \text{Agency commissions})}{(30 \text{ second equivalent Impacts} \div 1000)}$$

**Ratecard:** means the Carlton ratecard for Advertising Airtime prices published on the Carlton website at [www.carlton.com/mediasales](http://www.carlton.com/mediasales) from time to time;

**Share:** means as appropriate a Carlton Share of Broadcast, a Carlton Share of ITV or any agreed regional share of either of them, or a Carlton Share of London ITV;

**Shortfall:** means, for each year or agreed time period of the Agreement, if an Agency or Advertiser fails to spend the relevant minimum commitment set out in any or all of the Carlton Share of Broadcast, Carlton Share of ITV and the Carlton Share of ITV London, the cash equivalent amount by which the Agency or Advertiser underspends on that commitment;

**SMG:** means Scottish Media Group Holdings (Co. No. 3269576);

**Specials:** means programmes covering televised events of such a nature as to fall outside the normal Ratecard at the discretion of Carlton, including but not limited to such events as the Soccer World Cup or the Brit Awards etc;

**Special Terms:** means any terms which may be expressly agreed but only in writing and signed by authorised representatives of each party which supercede any of the terms set out in this Agreement;

**Split Month Price:** means any month where there is a different demand across the month such that demand is at a significantly different level and price from the start to the end of the month, as determined at Carlton's discretion, (e.g. December);

**Split Timelength Campaigns:** means advertising campaigns with more than one time length;

**Spot Advertising:** means any advertising received by Carlton for transmission during Advertising Airtime which is not sponsorship advertising;

**Standard Timelengths:** 10 seconds or a multiple of 10 seconds;

**Strike Weight:** means the weight of TVR's by day, week, month or other pre-determined duration;

**Strike Weight Tolerance:** means any maximum agreed deviation from the Strike Weight;

**Tagged:** describes two or more advertisements which have been joined back to back as if they were one commercial;

**Term:** means the agreed duration of any agreement;

**The Broadcasting Act:** means the Broadcasting Act 1990 and any amendments thereto or any superceding legislation;

**TVR:** means one percent of the target audience for any purchased advertising as reported by BARB;

**Universe:** means the total number of individuals able to view television within a given licence region;

**WCTV or Westcountry:** means Westcountry Television Limited (Co. No. 2495073) trading as Carlton Westcountry;

**Working Day:** means any day other than a Saturday or Sunday or any other day which is a public or bank holiday in England.

**Last revised: 17 December 2002**