

## Pricing Terms and Conditions Big Brother 2023

These terms and conditions (**BB Pricing Terms**) shall apply to the BB Promotion (as defined in clause 1 below) provided by ITV Commercial (a division of ITV Broadcasting Limited) (**ITV**) in relation to airtime and digital advertising in connection with Big Brother 2023, together with: (i) the terms of the Planet V platform (**Platform**) accessible at [www.planet-v.co.uk](http://www.planet-v.co.uk); (ii) the Broadcasters Standard Terms and Conditions (available at <https://www.itvmedia.co.uk/legal/broadcasterstermsandconditions2023>) (**Airtime T&Cs**); (iii) the Digital Advertising and Digital Solutions Terms and Conditions, (available at [www.itvmedia.co.uk/legal/digitaladvertisingtermsandconditions2023](http://www.itvmedia.co.uk/legal/digitaladvertisingtermsandconditions2023)) (**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 and/or third party 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 BB 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 BB 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 40 bespoke advertising packages on the Platform (**BB Packages**) on 1st August 2023 (**Live Date**), each of which shall comprise Airtime Spots and VOD Advertising inventory in and around ITV's Big Brother programme (as detailed in clause 3 below), due to commence in October 2023 (**BB Promotion**). BB Packages shall cease to be available at 5pm on 10th August 2023 or, if earlier, when ITV has selected 40 Eligible Buyers (as defined in clause 4 below) in accordance with clause 5 below.
2. A maximum of 20 BB Packages will be available on the Platform at a budget range of £30,000 to £100,000 and a maximum of 20 BB Packages will be available at a budget range of £100,000 to £200,000.
3. In respect of:
  - (i) Airtime, the BB Packages will comprise Adult TVRs (as defined in the Airtime T&Cs) on Spots within the Centre Breaks of Big Brother and the Big Brother spin off show scheduled to follow the main show, both to be shown on ITV2 in or around October and November 2023 (**BB Programmes**); and
  - (ii) VOD Advertising, the BB Packages will comprise impressions (BB Programme viewers) on inventory within the pre-roll and mid-roll of BB Programmes shown on the ITVX platform,

((i) and (ii) each and together **BB 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 BB 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. In order to be eligible for the BB 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 £30,000 and no more than £200,000 to the BB Promotion (**BB Budget**); and
  - (iii) be approved by ITV as eligible for the BB Promotion, such approval to be at ITV's sole discretion (each such Buyer an **Eligible Buyer** (subject to clause 20 below)).

5. The BB Promotion shall be accessible on the Platform from 10am on the Live Date and BB 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 BB 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).
6. Qualified Eligible Buyers will also be given an option to extend their BB Packages by purchasing additional inventory in and around ITV's Big Brother content on YouTube (**Optional YouTube Extension**), subject to availability, ITV's approval and such additional terms as may be notified by ITV. Where a Buyer agrees to commit additional advertising budget pursuant to this clause 6, and an Optional YouTube Extension is approved by ITV, such Optional YouTube Extension will comprise impressions on inventory within 6 second pre-roll advertisements shown on @bigbrotheruk, on such dates and at such times as determined solely by ITV (**Optional YouTube Inventory**).
7. Subject to clause 9 below:
  - (i) the BB Packages will deliver Airtime Impacts on ITV2 and VOD Advertising impressions; and
  - (ii) where applicable, the Optional YouTube Extension will deliver YouTube 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 BB Advertising only.
8. In delivering BB Packages to Qualified Eligible Buyers, ITV shall use reasonable endeavours to allocate Airtime Spots and VOD Advertising inventory such that 55% of a Qualified Eligible Buyer's BB Budget shall be applied to Airtime and 45% to VOD Advertising (broadly reflecting the anticipated spread of viewing of the Programme on ITV properties). For the avoidance of doubt, as spend (if any) by Qualified Eligible Buyers in respect of Optional YouTube Inventory is separate from and in addition to the BB Budget, the allocation set out in this clause 8 will not apply in respect of Optional YouTube Inventory.
9. ITV anticipates that in respect of BB Advertising the FCPT shall represent at least a 10% point discount to the equivalent Adult 16-34 CBBCPT applicable to a Qualified Eligible Buyer under its Existing Advertising Agreement and will adjust accordingly. For avoidance of doubt the FCPT applicable to BB Packages and the Optional YouTube Extension shall not be greater than £15 (gross).
10. Advertising copy submitted by Qualified Eligible Buyers in connection with the BB Promotion shall be 30 seconds in length, save that advertising copy (if any) submitted in connection with the Optional YouTube Extension shall be 6 seconds in length.
11. ITV shall use reasonable endeavours to report to Qualified Eligible Buyers on delivery of the BB Packages and, where applicable, to provide any agreed reporting on the Optional YouTube Extension, on a regular basis to the email addresses designated by such Qualified Eligible Buyers for such purposes.
12. The allocation of the BB Budget between Airtime and VOD Advertising pursuant to clause 8 above will be ascertainable from invoices issued to Qualified Eligible Buyers in respect of the relevant BB Advertising.
13. Invoices for Optional YouTube Inventory (if any) will be issued separately to Qualified Eligible Buyers.

14. In respect of all Optional YouTube Extensions, the following terms shall also apply:

- (i) Optional YouTube Inventory will be served in and around ITV Big Brother clips on the YouTube platform only. The Buyer will take full responsibility for any and all Buyer-branded video advertisements served in connection with the Optional YouTube Extension.
- (ii) The Buyer will submit the relevant Buyer-branded video advertisements to ITV for approval at least five (5) Business Days prior to the proposed launch date on YouTube. The Buyer acknowledges that ITV may delay the proposed launch without liability if ITV has not received the relevant Buyer-branded video advertisements for approval within the five (5) Business Day timeframe. If the relevant Buyer-branded video advertisements have been provided to ITV within five (5) Business Days of the proposed launch date, then ITV will use commercially reasonable endeavours not to delay the launch date, unless approval is withheld by ITV or the Buyer fails to make any changes to such creative as required by ITV within the five (5) Business Day timeframe.
- (iii) The budget which is committed to Optional YouTube Inventory in accordance with these BB Pricing Terms will be capped. In the event the final cost for actual delivery of YouTube advertising impressions is lower than the capped budget, such cost will be billed on final delivery at the FCPT of £15 (gross).
- (iv) ITV's obligations in relation to Optional YouTube Inventory shall be subject to ITV's relationship with YouTube, YouTube's own terms and conditions and their right to remove content posted on their platform.
- (v) The Buyer warrants, represents and undertakes that it will comply with the provisions of YouTube's [Terms of Service](#), the [YouTube Community Guidelines](#), the [Policy, Safety and Copyright Policies](#) and the [Advertising on YouTube Policies](#) (together the **YouTube Terms**).
- (vi) The Buyer shall indemnify and keep indemnified on demand and hold harmless all ITV Group entities and any third party rights holders from and against any and all actions, proceedings, costs, expenses, damages, claims, demands, liabilities and losses (including all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by such ITV Group entities or third party rights holders arising out of or in connection with a breach by the Buyer of the representations, warranties and undertakings set out in these BB Pricing Terms, including for the avoidance of doubt, the YouTube Terms (whether foreseeable or unforeseeable).

15. 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 BB Advertising, save that credits or deficits shall be calculated based on prices applied in accordance with these BB Pricing Terms.

16. BB Budget which is committed to BB Advertising by Qualified Eligible Buyers in accordance with these BB 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.

17. Spend (if any) made by Qualified Eligible Buyers on Optional YouTube Inventory in accordance with these BB Pricing Terms shall, for the avoidance of doubt, not count towards achieving any volume commitment(s) made by such Buyers under Existing Advertising Agreements.

18. Nothing in these BB Pricing Terms shall be deemed to constitute a legal offer.

19. 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 BB 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).

20. 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 BB Promotion shall not be available to ITV's competitors.
21. Packages will only be taken on a cash booking basis only (no value, contra, barter or proprietary trading models etc. will be accepted).
22. These BB Pricing Terms shall, for the avoidance of doubt, apply to the purchase of BB Advertising only and shall not apply to any other advertising on ITV channels or platforms. Save as amended by these BB 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.
23. The BB Promotion shall be subject at all times to any laws, regulations, codes, rules, guidance or similar which are applicable to ITV and/or Buyers.
24. These BB 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.