

## Pricing Terms and Conditions

### Love Island (Summer) 2024

These terms and conditions (**LI Pricing Terms**) shall apply to the LI Promotion (as defined herein) provided by ITV Commercial (a division of ITV Broadcasting Limited) (**ITV**) in relation to airtime and digital advertising in connection with Love Island (Summer) 2024, 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/broadcasterstermsandconditions2024>) (**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 LI Pricing Terms shall have the meaning ascribed to them in the Airtime T&Cs in respect of Airtime and the Digital T&Cs in respect of VOD Advertising (as the context requires). ITV may revise these LI Pricing Terms at any time by amending this page. Buying entities (**Buyers**) should check this page from time to time to take notice of any such changes.

1. ITV intends to release a maximum of 60 bespoke advertising packages on the Platform (**LI Packages**) at 10am on 2 April 2024 (**Live Date**), each of which shall comprise Airtime Spots and VOD Advertising inventory in and around ITV's Love Island programme (as detailed in clause 3 below), expected to commence in June 2024 (**LI Promotion**). LI Packages shall cease to be available when ITV has selected 60 Eligible Buyers (as defined in clause 4 below) in accordance with clause 5 below.
2. For the 60 LI Packages:
  - (i) a maximum of 30 LI Packages will be available for 30 second creatives on the Platform, of which 15 LI Packages will be available for a budget range of £65,000 to £150,000 and 15 LI Packages will be available for a budget range of £150,001 to £400,000; and
  - (ii) a maximum of 30 LI Packages will be available for 10 or 20 second creatives on the Platform, of which 15 LI Packages will be available for a budget range of £40,000 to £100,000 and 15 LI Packages will be available for a budget range of £100,001 to £250,000.
3. In respect of:
  - (i) Airtime, the LI Packages will comprise Adult TVRs (as defined in the Airtime T&Cs) on Spots within the Centre Breaks of Love Island (Summer) 2024 to be shown on ITV2 in or around June and July 2024 (**LI Programme**); and

(ii) VOD Advertising, the LI Packages will comprise impressions (LI Programme viewers) on inventory within the pre-roll and mid-roll of the LI Programme shown on the ITVX platform,

((i) and (ii) each and together **LI Advertising**), the dates and timing of such Spots and VOD Advertising inventory to be determined solely by ITV. For the avoidance of doubt, the terms of Existing Advertising Agreements as applicable to LI Advertising shall be deemed to be amended to give effect to ITV's right to determine the date and timing of Spots and VOD Advertising inventory in accordance with this clause 3.

4. In order to be eligible for the LI Promotion, Buyers must:

(i) as at the Live Date have in place a written agreement with ITV for the purchase of Airtime and VOD Advertising as shall be determined by ITV; and

(ii) commit for 30 second creatives an advertising budget of no less than £65,000 and no more than £400,000 to the LI Promotion; and for 20 second and 10 second creatives an advertising budget of no less than £40,000 and no more than £250,000 (each, a **LI Budget**, as applicable); and

(iii) be approved by ITV as eligible for the LI Promotion, such approval to be at ITV's sole discretion,

each such Buyer an **Eligible Buyer** (subject to clause 20 below)).

5. The LI Promotion shall be accessible on the Platform from 10am on the Live Date and LI Packages shall be available to Eligible Buyers on a first come first served basis, the determination of which shall be at ITV's sole discretion. Eligible Buyers selected by ITV for LI Packages (**Qualified Eligible Buyers**) shall receive an email from ITV confirming the same (which shall for the avoidance of doubt be separate to standard confirmation emails from the Platform).

6. Qualified Eligible Buyers will also be given an option to extend their LI Programme packages by purchasing additional inventory in and around ITV's LI Programme 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 20, 10 and/or 6 second pre-roll advertisements shown on @loveisland, on such dates and at such times as determined solely by ITV (**Optional YouTube Inventory**).

7. The LI Packages will deliver Airtime Impacts on ITV2 and VOD Advertising impressions, each at a fixed cost per thousand (**FCPT**) of £20 (gross) for 30 second copy, £17 (gross) for 20 second copy and £10 (gross) for 10 second copy, which the parties acknowledge and agree shall replace any existing pricing terms for Impacts and/or impressions (as applicable) in Buyers' Existing Advertising Agreements in respect of LI Advertising only. For the avoidance of doubt, in respect

of Airtime only, the FCPTs reflect the adjustments made by reference to the applicable Time Length factors for 30, 20 and 10 second copy.

Where applicable, the Optional YouTube Extension will deliver YouTube advertising impressions each at a FCPT that ITV will make available on request, which the parties acknowledge and agree shall replace any existing pricing terms for impressions (as applicable) in Buyers' Existing Advertising Agreements in respect of LI Advertising only.

8. In delivering LI Packages to Qualified Eligible Buyers, ITV shall use reasonable endeavours to allocate Airtime Spots and VOD Advertising inventory such that 45% of a Qualified Eligible Buyer's LI Budget shall be applied to Airtime and 55% 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 LI Budget, the allocation set out in this clause 8 will not apply in respect of Optional YouTube Inventory.
9. Advertising copy submitted by Qualified Eligible Buyers in connection with the LI Promotion shall be 30 seconds, 20 seconds and 10 seconds in length, save that advertising copy (if any) submitted in connection with the Optional YouTube Extension shall be 20 seconds, 10 seconds and 6 seconds in length.
10. ITV shall use reasonable endeavours to report to Qualified Eligible Buyers on delivery of the LI 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.
11. The allocation of the LI 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 LI Advertising.
12. Invoices for Optional YouTube Inventory (if any) will be issued separately to Qualified Eligible Buyers.
13. In respect of all Optional YouTube Extensions, the following terms shall also apply:
  - (i) Optional YouTube Inventory will be served in and around LI Programme 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 LI 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 time length applicable FCPT.
  - (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 LI Pricing Terms, including for the avoidance of doubt, the YouTube Terms (whether foreseeable or unforeseeable).
14. Unless otherwise agreed by the parties in writing, the terms of the Airtime T&Cs and/or the Digital T&Cs (as applicable) as relate to credits and reconciliation shall apply to LI Advertising, save that credits or deficits shall be calculated based on prices applied in accordance with these LI Pricing Terms.
15. ITV shall discuss in good faith with Qualified Eligible Buyers any Airtime and/or VOD Advertising campaigns which prior to the Live Date were already booked in or around the LI Programme with a view to agreeing appropriate solutions to enable such Buyers to take advantage of the LI Promotion.
16. LI Budget which is committed to LI Advertising by Qualified Eligible Buyers in accordance with these LI Pricing Terms shall, for the avoidance of doubt, be counted towards any applicable Share of Broadcast or volume commitments made by such Buyers under Existing Advertising Agreements. For the avoidance of doubt, any Optional YouTube Extension shall not count towards any share 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 LI 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 LI Pricing Terms shall be deemed to constitute a legal offer.
19. Notwithstanding clause 4 above, ITV may revoke 'Eligible Buyer' status should it for any reason consider it appropriate to do so, in which case the LI Promotion shall not apply to the relevant Buyer in respect of any advertising booked through ITV thereafter (save as otherwise agreed by ITV in writing).
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 LI 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 LI Pricing Terms shall for the avoidance of doubt apply to the purchase of LI Advertising only and shall not apply to any other advertising on ITV channels or platforms. Save as amended by these LI Pricing Terms (which amendments shall for the avoidance of doubt include the terms of clause 3 above), all terms of the Buyer's Existing Advertising Agreements shall continue in full force and effect.
23. The LI Promotion shall be subject at all times to any laws, regulations, codes, rules, guidance or similar which are applicable to ITV and/or Buyers.
24. These LI Pricing Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.