

## SKY MEDIA SPORTS MARKETPLACE

### ADVERTISING PLACEMENT AUCTION TERMS AND CONDITIONS OF ENTRY

#### 1. INTROUCTION

- 1.1. These Advertising Placement Auction Terms and Conditions ("**Terms and Conditions**") set out the terms for the Sky Media Sports Marketplace advertising placement auction promotion ("**Auction**") offered by Sky UK Limited (company number 2906991) ("**Sky**").
- 1.2. The Auction offers Bidders (as defined below) the chance to bid on the auction of a 30 second commercial advertising placement (in the first half-time commercial break, via (i) linear feed; and (ii) streaming (Sky Go and NOW platforms) for the Chelsea vs Crystal Palace game ("**Advertising Placement**") currently scheduled for 16 August 2025.

#### 2. SUBMITTING A BID AND ELIGIBILITY

- 2.1. To participate in the Auction, participants must submit a valid bid in respect of the Advertising Placement via the Sky Media Sports Marketplace, at which point they will be automatically entered into the Auction.
- 2.2. Entries to the Auction can be made by individuals/ agencies and will be made on behalf of the brand/ business to be advertised ("**Bidder/s**").
- 2.3. The individual/agency entering the Auction on behalf of the Bidder warrants that it has the full authority to do so.
- 2.4. Any individuals submitting a bid on behalf of the brand/business must be aged 18 or over.
- 2.5. The following Bidders shall not be eligible to submit a bid:
  - 2.5.1. Bookmakers;
  - 2.5.2. Any individual who is currently employed by Sky, or was employed by Sky at any time within six months preceding the opening date of the Auction, set to be 25 July 2025, including any businesses or brands that a Sky employee is connected to; and
  - 2.5.3. Any brand which is a competitor of Sky (as determined by Sky at its discretion).
- 2.6. Sky reserves the right to refuse or reject a Bidder from participating in the Auction for any reason.

#### 3. CONDITIONS OF PARTICIPATION

- 3.1. By entering the Auction, each Bidder:
  - 3.1.1. Confirms its entry into a legally binding contract to purchase the Advertising Placement being auctioned, and agrees to perform its obligations under such contract, if Sky confirms it is the winning bid or the bid is otherwise accepted by Sky;
  - 3.1.2. Agrees to receive updates about Sky Media Sports Marketplace;
  - 3.1.3. Acknowledges and confirms it has read and understood Sky's privacy policy available at <https://www.skymedia.co.uk/privacy-and-cookies-notice/>;
  - 3.1.4. Agrees to be bound by these Terms and Conditions in respect of the Auction; and
  - 3.1.5. Agrees to be bound by the Sky Media terms and conditions available at <https://www.skymedia.co.uk/terms-and-conditions/> ("**Sky Media T&Cs**") in respect of the Advertising Placement .

#### 4. CREATIVE

- 4.1. By entering the Auction, the Bidder acknowledges and agrees that:
  - 4.1.1. It has reviewed the Sky Media T&Cs;
  - 4.1.2. It has a fully completed and compliant 30 second advertisement, in accordance with the Sky Media T&Cs, ready for use and intended for transmission by the Closing Date (as defined below). This includes all necessary assets, approvals, and clearances required for broadcast or publication, in accordance with the conditions in the Sky Media T&Cs; and

4.1.3. Any failure to comply with the provisions of this clause 4 or the Sky Media T&Cs, may result in the forfeiture of the Bidder's entry into the Auction and the Advertising Placement, at Sky's sole discretion. As such, Sky reserves the right to award the Advertising Placement to the next highest eligible Bidder.

## 5. AUCTION DETAILS

- 5.1. The Auction shall open on 12.00 PM on 25 July 2025 and close at 5.00PM on 7 August 2025 ("**Closing Date**"). Sky reserves the right to amend the Closing Date if required.
- 5.2. All Auction bids received after the Closing Date are automatically disqualified.
- 5.3. The Auction will be run as a blind auction. All bids are submitted confidentially and without visibility of any other bidders and bids made by others.
- 5.4. The Auction shall have no reserve price. This means there is no minimum price that must be met for the first bid that is placed and the most recent bid submitted by the Bidder shall constitute their final and binding offer.
- 5.5. By entering the Auction, the Bidder confirms that they understand the nature of the blind auction.
- 5.6. Following the Closing Date, all bids submitted by eligible Bidders will be reviewed, with the highest valid bid determined in accordance with the applicable criteria as set out in these Terms and Conditions.
- 5.7. By entering the Auction, Bidders agree that any audience reach figures or performance metrics mentioned in relation to the Advertising Placement, such as estimated viewership numbers, are indicative only and do not constitute a guarantee or contractual commitment by Sky.
- 5.8. The winning Bidder will receive written confirmation from Sky by way of an insertion order ("**IO**") that sets out the relevant commercial details confirming Sky's acceptance of the Bidder's purchase of the Advertising Placement in accordance with Sky's procedures and timelines.
- 5.9. The IO, and any associated activity/services, shall be subject to the Sky Media T&Cs, which govern the placement, scheduling and delivery of the Advertising Placement and forms the legally binding contract between the parties.

## 6. PROMOTIONAL MATERIAL AND PUBLIC ANNOUNCEMENT

- 6.1. By entering into the Auction, the Bidders:
  - 6.1.1. Give consent to be included and named in any public announcement, including featuring the winning Bidder on any of its platforms, social media and any other promotional content relating to the Auction, the value of the winning bid and any other relevant information in respect of the Auction that Sky may publicise at any time; and
  - 6.1.2. Permit Sky to use the relevant brand name and image and other relevant details for promotional purposes in connection with the Auction.

## 7. GENERAL

- 7.1. Sky reserves the right to amend these Terms and Conditions if it deems it necessary.
- 7.2. Sky shall have no liability to any Bidder or any other party for any delay, alteration, or cancellation of the Auction due to or related to any event or occurrence outside its control.
- 7.3. Sky shall have no liability to any Bidder or any other party for the actual performance, reach, or audience size of the Advertising Placement in respect of the Auction.
- 7.4. Without prejudice to paragraph 2.5, if there is any reason to believe that there has been a breach of these Terms and Conditions or the Sky Media T&Cs, Sky may, at its sole discretion, reserve the right to exclude any Bidder from participating in the Auction and forfeiting the Bidder's entry.
- 7.5. Subject to applicable law, the name of the winning Bidder can be requested by submitting an email to: [sportsmarketplace@sky.uk](mailto:sportsmarketplace@sky.uk). Bidders agree their name may be disclosed for this purpose.
- 7.6. These Terms and Conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with these Terms and Conditions.