



DIGITAL TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

“Advertiser”	means the Advertiser specified in the Insertion Order;
“Affiliate”	means in relation to any party, any person, company, association or other separate legal entity which, directly or indirectly: (i) is Controlled by that party; (ii) Controls that party; or (iii) is under substantially common Control with that party;
“Agency”	means the media buying agency (if there is one) acting on behalf of the Advertiser, as specified in the Insertion Order;
“Agreement”	means these Terms and Conditions and the Insertion Order;
“BCAP”	means the Broadcast Committee of Advertising Practice, or any successor organisation thereto from time to time;
“BCAP Code”	means the 'UK Code of Broadcast Advertising' and any other code or guidance published by BCAP that may be applicable, as amended or superseded from time to time;
“Campaign”	means the campaign specified in the Insertion Order;
“Campaign End Date”	means the end date specified in the Insertion Order for the Campaign;
“Campaign Period”	means the campaign period specified for each of the types of activities detailed in the Insertion Order or as otherwise agreed between the parties from time to time;
“Campaign Start Date”	means the start date specified in the Insertion Order for the Campaign;
“CAP”	means the Committee of Advertising Practice, or any successor organisation thereto from time to time;
“CAP Code”	means the 'UK Code of Non-broadcast Advertising and Direct & Promotional Marketing' and any other code or



guidance published by CAP that may be applicable, as amended or superseded from time to time;

“Client”

means (a) the Agency acting on behalf of the Advertiser; (b) where there is no Agency, the Advertiser; or (c) where the context requires, both the Agency and the Advertiser together;

“Confidential Information”

has the meaning given to it at Clause 14.2;

“Control”

means the power of a person, company, association or other separate legal entity to secure (whether by the holding of over fifty percent (50%) 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 will be construed accordingly;

“Creative”

means the advertising, sponsorship and/or other promotional material (including all trade marks, branding and content contained therein) for the Campaign, provided to Sky and as set out in the Insertion Order;

“Data Processing Agreement”

means the Data Processing Agreement as set out at Schedule 1;

“Deliverables”

means results, reports, and other such deliverable materials created or produced by or on behalf of Sky for the Client in association with the Creative;

“Digital Properties”

means the digital properties of the Sky Platforms as detailed in the Insertion Order;

“Fee”

means the total fee set out in the Insertion Order;

“Force Majeure”

means any accident; fire; explosion; casualty; epidemic; pandemic and spread of infectious diseases; transportation, power or other commodity; delay of common carrier; civil disturbance; riot; war or armed conflict (whether or not there has been an official declaration of war); breakdown of any plant or machinery; breakdown of any electronic system or equipment (including any malfunction of an IT system and/or Sky's electronic advertising sales system), which could not be reasonably foreseen or protected against



via, for example, backup or support facilities; inclement weather; decision of any court or other competent authority including a competent regulatory authority; enactment of law or issuance of executive or judicial order or decree or any act or omission by a third party not under the relevant party's reasonable control or other cause in nature of force majeure beyond the reasonable control of any of the parties which could not reasonably have been avoided, whether or not existing, known or foreseeable as of the date of this Agreement or thereafter;

"FSMA"

means the Financial Services and Markets Act 2000;

"Impressions"

means the number of times a User accesses a page on a Website or online platform that displays the Creative regardless of whether or not the User is required to scroll to view the Creative;

"Insertion Order"

means either the insertion order form completed by the Client or the commercial particulars of a sponsorship or other promotions agreement where those documents refer to Creative for websites, mobile websites, mobile applications, online platforms and/or social media use;

"Intellectual Property Rights"

means all copyright, database rights, patent rights, design rights, moral rights, trade marks, domain names, know-how and any other intellectual property rights and similar rights (whether registered or unregistered) including any application for registration of any such right anywhere in the world;

"Net Fee"

means the relevant Fee less any Agency commission (if applicable) as specified in the Insertion Order (as may be adjusted from time to time pursuant to the terms of this Agreement);

"Ofcom"

means the Office of Communications or any replacement or successor body or bodies from time to time, or any equivalent body in an applicable jurisdiction;

"Ofcom Codes"

means all relevant codes and guidance published by Ofcom, including the Ofcom Broadcasting Code and accompanying guidance, all as amended or superseded by revised codes issued by Ofcom from time to time;



“Pirate Sites”	means any internet site, network, service or other medium that is primarily designed for and primarily engaged in: (i) the unlawful reproduction and/or distribution of movie or television content, or which materially contributes to, induces or causes copyright infringement; (ii) manufacturing, importing, offering to the public, providing or otherwise trafficking in any devices or services designed to circumvent technological measures used to protect movie or television content; (iii) assisting or offering assistance to third parties in obtaining unauthorised copies of movie or television content; (iv) indexing, listing or displaying file names corresponding to unauthorised copies of movie or television content available for downloading or uploading using peer-to-peer or other Internet systems or networks; or (v) offering or providing unauthorised downloading, sharing, swapping, trading, streaming distribution, sale, rental or display of unauthorised electronic or physical copies of movie or television content;
“Production Services”	has the meaning given to it at Clause 5.2;
“Referrals”	means any User that has visited the Sky Platform and clicked through to the Advertiser’s Website directly from the Creative;
“Relevant Laws”	means any applicable laws, statutes, regulations and relevant industry codes of practice (including the Acts, the CAP Code, BCAP Code, and the Ofcom Codes) as may be updated from time to time;
“Sky”	means Sky UK Limited, the company registered in England & Wales under company number 02906991 with registered office at Grant Way, Isleworth, Middlesex, TW7 5QD;
“Sky Environmental Policy”	means 'Sky's Environmental Policy Statement' available at the following link https://www.skygroup.sky/about/suppliers , and as may be updated from time to time;
“Sky Platform”	means: (i) any online platform by which Sky makes content (including third-party media content) available to viewers; (ii) any third-party platform in respect of which Sky is appointed for the sale of advertising and/or sponsorship; and (iii) Websites;



“Terms and Conditions”	means these terms and conditions, which are available at the following link https://www.skymedia.co.uk/terms-and-conditions/ ;
“Term”	has the meaning given to it at Clause 13;
“Underlying Materials”	has the meaning given to it at Clause 5.2;
“User”	means any person visiting the Website or other online platform;
“Virus”	means any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or hardware; and
“Website”	means the website set out in the Insertion Order (which may be a mobile internet website or mobile application) or any other replacement website agreed between the parties during the Campaign.

2 INTERPRETATION

- 2.1 Headings are for ease of reference only and shall not affect the construction or interpretation of the Agreement.
- 2.2 References to “person” shall include any individual, firm, government, state or agency of a state or any joint venture or association (whether corporate or incorporate).
- 2.3 References to “include”, “including” and “in particular” are construed as being without limitation.
- 2.4 References to a statute or regulation shall be deemed to extend to any statute or regulation passed in substitution therefore or substantially re-enacting or consolidating the same.
- 2.5 Words in the singular shall include the plural, and vice versa.

3 AGREEMENT

- 3.1 These Terms and Conditions shall apply to all digital advertising purchased by a Client and together with the Insertion Order shall constitute the Agreement made between Sky and the Client in relation to the Campaign.
- 3.2 By executing an Insertion Order, the Client accepts in full these Terms and Conditions. Unless there is an express statement otherwise, in the event of any conflict between these Terms and Conditions and the Insertion Order, the terms of the Insertion Order shall prevail.



4 PLACEMENT OF CREATIVE

- 4.1 The Client must sign a completed Insertion Order and return it to Sky before the Creative will be published on the relevant Sky Platform.
- 4.2 Subject to the terms of this Agreement, Sky will use reasonable endeavours to place the Creative specified in an agreed Insertion Order in the manner set out in the Insertion Order.
- 4.3 Except as otherwise expressly provided in this Agreement, positioning of Creative within the applicable Sky Platform is at the sole discretion of Sky, and Sky will not be prohibited from also carrying advertisements for any product or business competitive to the product or business of the Advertiser. Sky does not warrant the date or dates of insertion of the Creative(s) and does not warrant that the Creative(s) will not be displayed after the Campaign End Date specified.
- 4.4 All contents of Creative are subject to Sky's approval. Sky does not undertake to review the contents of any Creative and any such review of and/or approval by Sky will not be deemed to constitute an acceptance by Sky that such Creative is provided in accordance with this Agreement, nor will it constitute a waiver of any of Sky's rights hereunder. Sky reserves the right at any time in its absolute discretion to:
 - 4.4.1 reject or cancel any Creative, space reservation or position commitment; or
 - 4.4.2 remove any Creative from the Sky Platforms,in each case without incurring any liability to the Client who shall have no claim whatsoever for damages or otherwise in respect of any non-transmission of the Creative or any part thereof.
- 4.5 The specific positioning of the Creative shall be as determined by Sky. Sky reserves the right to redesign or modify the organisation, navigation, structure, "look and feel" and other elements of the Websites at its sole discretion at any time without prior notice.
- 4.6 Notwithstanding any other provision of this Agreement, the Client acknowledges and agrees that Sky retains editorial control of the Creative and the Sky Platforms at all times. Sky reserves the right in its absolute discretion to do any act or thing in respect of the Creative or any part thereof which it deems necessary, acting reasonably (including editing, modifying, fading or cutting thereof).

5 DELIVERY OF CREATIVE

- 5.1 The Creative for a Campaign shall be provided by or on behalf of the Client to Sky as follows:
 - 5.1.1 The Creative and the associated codes as required by Sky shall be e-mailed to OnlineTraffic@sky.uk;
 - 5.1.2 The Creative must be received by Sky at least three (3) working days or, in the case of rich media, five (5) working days prior to the Campaign Start Date. Sky shall not be liable for failure to comply with the Campaign Start Date if the Creative is not received by Sky within the times specified in the Insertion Order or as otherwise required by Sky;



5.1.3 FLASH banners must include a Macromedia ClickTag and be sent with a replacement creative for those Users who do not have the relevant plug-ins; and

5.1.4 The Creative must also comply with any additional technical requirements set out at <https://www.skymedia.co.uk/ad-specs/>.

5.2 Where Sky (or Sky's nominated production company) produces the Creative (the "**Production Services**"), the Client shall ensure delivery of (whether by it or a third party on its behalf) branding and any other design materials (the "**Underlying Materials**") to Sky in the format required by Sky as notified by Sky to the Client.

5.3 The Client acknowledges and agrees that notwithstanding any delay to the Campaign Start Date due to non-compliance with this Clause 5, the Fee shall still be payable.

6 IMPRESSIONS

6.1 The Client acknowledges that delivery statistics provided by Sky are the official, definitive measurements of Sky's performance on delivery obligations under this Agreement. No other measurements or usage statistics (including those of the Client) will be accepted by Sky or have any bearing on the Agreement.

6.2 The Client acknowledges that Impressions shall be measured using Sky's nominated ad server(s) (in place from time to time).

6.3 Sky shall endeavour to deliver the target number of Impressions indicated in the Insertion Order (except where acceptable Creative is delivered late). However, the Client acknowledges that Sky has not made any guarantees with respect to any target audiences/segments, usage statistics or levels of Impressions or Referrals for any Campaign and Sky shall not be held liable (in negligence or otherwise) for any such claims.

6.4 Without prejudice to Clause 6.3 and subject to Clause 6.5, in the event that Sky fails to meet the target number of Impressions indicated in the Insertion Order, Sky and the Client shall engage in good faith discussions to agree a mutually acceptable solution by which Sky can return alternative media value to the Client.

6.5 Where Creative is received by Sky later than midday on the working day prior to the Campaign Start Date, the number of Impressions delivered or to be delivered (as set out in the Insertion Order) will be reduced on a pro-rata basis for each day that the Creative is late (and if the Campaign Start Date is missed, the Creative must be delivered on the working day prior to the revised publication date). For example, if Creative is delivered at 10am on the Campaign Start Date, it shall be considered to be 2 days late, however if the Creative is delivered at 10am on the Campaign Start Date and the Campaign Start Date is a Monday, then the Creative shall be considered to be 4 days late.

The pro-rata reduction will be calculated as follows:

$$A=Z (Y/X)$$

Where:



A = the reduction in total number of Impressions to be delivered;

X = total number of days of the campaign;

Y = original number of Impressions delivered/to be delivered (as specified in the Insertion Order); and

Z = number of days Creative is received late

e.g. where Creative is received at 4pm on the day prior to the Campaign Start Date (and the Campaign Start Date was a Wednesday) where the Campaign is 20 days long and the original number of Impressions delivered or to be delivered is 20,000, the pro-rata reduction will be as follows:

$$A = 1 \times 20,000/20$$

$$A = 1000$$

meaning that the number of Impressions to be delivered is 20,000 - 1000 = 19,000 Impressions.

NB the figures used in the example above are for illustration purposes only.

7 TERMS OF PAYMENT

- 7.1 Unless otherwise expressly agreed by the parties in writing, the Client will be invoiced for the Net Fee at the end of each calendar month after the Campaign Start Date and the Client must ensure that payment is made to Sky in pounds sterling within thirty (30) days after the date of the invoice.
- 7.2 The Client must pay the Net Fee and VAT at the relevant rates prescribed by law (and all similar sales tax (if applicable)). All amounts paid by the Client after the due date will bear interest at the rate of two percent (2%) (or the highest rate permitted by law, if less) above the base lending rate of Barclays Bank plc, from time to time, from the date when payment was due until the date of payment is received, whether before or after judgment. In the event of any failure by the Client to make payment, the Client will be responsible for all expenses (including legal fees on an indemnity basis) incurred by Sky in collecting the amounts due.
- 7.3 All amounts in this Agreement are expressed as exclusive of VAT (and all similar sales tax (if applicable)) (unless stated otherwise) which shall be paid by the applicable party at the prevailing rate and in the manner prescribed by law at the date of invoice. The Client shall not be entitled, and hereby waives any right, to exercise, any lien or make any deduction by way of set-off, counter-claim or otherwise against the Fee except as specifically provided in this Agreement or as may be required by any statute or government regulation. If the Client is required to deduct any withholding taxes, the Client shall pay such additional amounts to Sky such that Sky receives an amount after withholding tax payment which is equivalent to an amount that would be received by Sky if there had been no requirement to withhold tax.



- 7.4 The Client understands that once the Insertion Order is executed, there shall be no refunds or suspension of payments even if the Client wishes to discontinue display of the Creative prior to expiration of the Campaign (unless Sky agrees otherwise at its sole discretion).

8 LICENCE AND INTELLECTUAL PROPERTY RIGHTS

- 8.1 Without prejudice to any rights Sky may have under law:
- 8.1.1 the Client hereby grants to Sky a worldwide, non-exclusive, royalty-free, transferable licence to (a) use, reproduce, display, and distribute the Creative (including all content, trade marks and brand features contained therein) across any and all Sky Platforms including to modify and edit the Creative for the purpose of Sky performing its obligations under this Agreement; and (b) use the Creative for research, insight, and analysis purposes; and
- 8.1.2 in the event Sky is providing Production Services, the Client also grants to Sky a worldwide, non-exclusive, royalty free, transferable licence to the Underlying Materials for the purposes of the Production Services and to (a) use, reproduce, display, modify, and distribute the Underlying Materials as part of the Creative across any and all Sky Platforms, including to modify and edit the Underlying Materials for the purpose of Sky performing its obligations under this Agreement; and (b) use the Underlying Materials (as included in the Creative) for research, insight, and analysis purposes. In the event Sky is providing Production Services all references to the Creative in this Agreement also includes the Underlying Materials.
- 8.2 The Client grants to Sky the express right to reproduce throughout the world all or part of the Creative on or in any promotional or advertising material or campaign promoting or advertising the Sky Platforms.
- 8.3 Subject to Clause 8.4, where the Client produces the Creative, all Intellectual Property Rights in such Creative provided by the Client (excluding Sky's and/or any other third party (associated with a Sky Platform) trade marks and other Intellectual Property Rights) shall remain the property of the Client. Without prejudice to Clause 8.4, where the Client wishes to use the Creative produced by the Client after the Campaign Period and the Creative includes Sky's or any third-party (associated with a Sky Platform) Intellectual Property Rights, such intellectual property must be removed prior to such further use.
- 8.4 All legal and beneficial interest in any Intellectual Property Rights relating to the materials, video, audio, graphics, text, data or software provided by or on behalf of Sky for the purposes of the Agreement, including, any materials created for the Creative, whether as part of the Production Services, (excluding the Underlying Materials) and all templates, formats, documents, drawings and all other items produced, developed, utilised or supported by or on behalf of Sky in relation to the Creative or otherwise, remain the property of Sky and/or its Affiliates or licensors (as appropriate). To the extent that any legal or beneficial interest in Intellectual Property Rights relating to the subject matter referred to in this Clause 8.4 should for any reason vest in the Client, the Client hereby assigns (including by way of present assignment of future copyright, where applicable) such interest to Sky. The Client shall not use



any materials referred to in this Clause 8.4 after the Campaign Period without Sky's prior written approval.

- 8.5 Without prejudice to the generality of Clause 8.4 above, all Intellectual Property Rights in the Digital Properties including the domain name and all materials and features contained on or in such Digital Properties and all underlying pages shall at all times be vested in and belong to or be under the control of Sky (or its licensors as the case may be) and the Client shall not acquire any rights or interest in or to such Digital Properties or their underlying pages or any such materials or features of any nature.

Deliverables

- 8.6 Where Sky has provided Deliverables to the Client, the Client shall use the Deliverables solely for the benefit of the Advertiser and only for the Advertiser's own internal business purposes. The Client shall not sell, assign, licence, or otherwise provide or allow the provision of such Deliverables to any third party without the prior written consent of Sky, except that (where the Client is the Advertiser) the Client may disclose the Deliverables to its Agency under obligations of confidentiality to be utilised by such Agency for the sole benefit of the Advertiser's internal business purposes.
- 8.7 The Client acknowledges and agrees that: (i) the Deliverables are not intended to be used as the basis for any business decision, and may be based upon data which is provided by third parties; (ii) the accuracy and/or completeness of the Deliverables are not possible and/or economically viable for Sky to guarantee; and (iii) the Deliverables also involve models and techniques based on statistical analysis, probability and predictive behaviour, and therefore Sky will not be liable for:
- 8.7.1 any inaccuracy, incompleteness or other error relating to any Deliverables provided by Sky or the Client's interpretation of the Deliverables; or
- 8.7.2 any failure of the Deliverables to achieve any particular result for the Client.

9 COOKIES AND PIXEL TRACKING

- 9.1 In respect of content delivered online, Sky may, in its absolute discretion allow the Client to use cookies, web beacons, pixel tracking, 1x1 gifs, the use of "pixel piggybacking" or similar technology to record consumer information or interactions on a Website or to track each Impression acquired ("**Cookies and Trackers**").
- 9.2 In respect of any data collected and processed via any Cookie or Tracker, the parties agree to the terms set out in the Data Processing Agreement.
- 9.3 The Client acknowledges and agrees that Sky may monitor any Cookies or Trackers used by the Client (including tracking undertaken on its behalf by a third party) in relation to this Agreement. If Sky so requests, the Client shall provide relevant information, access to resources, and assistance to Sky to facilitate such monitoring.
- 9.4 Without limiting the Client's obligations set out in the Data Processing Agreement:



- 9.4.1 the Client shall disclose to Sky all data fields collected by Cookies and Trackers, how long the Client retains such data, and how long its cookies will persist before automatically expiring.
- 9.4.2 the Client shall implement commercially reasonable safeguards in the design, hosting and performance of Cookies and Trackers that are no less rigorous than accepted commercially reasonable Internet practices, that do not adversely impact on performance of the service and shall notify Sky without unreasonable delay if the Client becomes aware of any security vulnerability associated with any Cookie or Tracker. In the event of a vulnerability, Sky reserves the right (without limiting any of its other rights or remedies) to suspend or remove Cookies and Trackers and to take any such measures that it deems appropriate under the circumstances until the vulnerability is remedied to Sky's satisfaction. If so directed by Sky, the Client shall suspend using any Cookie or Tracker at any time.
- 9.4.3 In respect of the placement by the Client of any Cookies or Trackers on the Sky Websites, the Client warrants that it shall not be in breach nor shall it place Sky in breach of any applicable laws (including any regulation or code of practice (including CAP Code), all other codes under the general supervision of the Advertising Standards Authority and/or the Office of Fair Trading), the E-Privacy Directive (2002/58/EC) (as amended by the Citizens' Rights Directive (2009/136/EC) and the General Data Protection Regulation ((EU) 2016/679).
- 9.4.4 The Client hereby indemnifies and hold harmless Sky, its Affiliates, officers and employees and hold Sky, its Affiliates, officers and employees against any and all liabilities, costs, expenses, damages and losses of any kind (including legal fees and costs) incurred by Sky, its Affiliates, officers and/or employees as a result of a breach of Clause 9.4.3 by the Client.
- 9.5 The Client acknowledges and agrees that Sky may nominate or implement its own click tracking tools and measures at any time. If Sky provides any reports (or access to reports) to the Client as a result of Sky using its own such tools, the Client agrees that such reports may only show impression viewing on an aggregated level and, in any case, shall only use such reports for the purposes of confirming the number of Impressions acquired by it from Sky.

10 REPRESENTATIONS AND WARRANTIES

- 10.1 Where the Client is an Agency, the Agency warrants that:
 - 10.1.1 it contracts with Sky as principal and undertakes to perform all obligations of the Client under the Agreement, notwithstanding that it may also be acting as an advertising agency or media buyer or in some other representative capacity;
 - 10.1.2 without prejudice to Clause 10.1.1, it is authorised to represent and bind the Advertiser;
 - 10.1.3 the Advertiser has been provided with a copy of, and has approved, the Agreement;
 - 10.1.4 it shall be responsible for the payment of accounts (including the Fee), unless other arrangements are agreed in writing;



- 10.1.5 it has the authority to grant the licences on behalf of the Advertiser to Sky in accordance with Clause 8 above; and
- 10.1.6 without prejudice to the indemnities required under this Agreement, it hereby indemnifies Sky against any claims, liabilities, losses, damages, fees and expenses of any kind (including legal fees and costs) suffered or incurred by Sky as a result of:
- (A) a breach of any of the warranties contained in Clauses 10.1 and 10.3; and
 - (B) any claim or action made against Sky by the Advertiser and/or any of the Advertiser's Affiliates in relation to any matter under this Agreement.
- 10.2 Without prejudice to Clause 10.1, where the Client is an Agency, the Agency and the Advertiser are jointly and severally liable for any breach of a Client's obligation under the Agreement.
- 10.3 The Client warrants and represents to Sky for the duration of the Term that:
- 10.3.1 it has in place all necessary licenses and consents to ensure that the Creative is cleared for transmission and/or access by viewers across all Sky Platforms in the manner specified in this Agreement;
 - 10.3.2 it holds all necessary rights, consents, clearances, and licenses to permit the use, reproduction, display, transmission, and distribution of the Creative in the manner specified in this Agreement, including the right to grant Sky such rights (which, for the avoidance of doubt, in the event that any Creative contains, or consists of, a sound recording (the "**Recording**"), shall include all consents and permissions from: (i) the copyright owners of the musical and/or literary composition(s) reproduced on the Recording; and (ii) labour organisations including the Musicians' Union for which the Client shall pay all re-use payments, royalties and other sums required for such consents and permissions);
 - 10.3.3 the Creative does not contain anything which is defamatory, obscene, false or misleading;
 - 10.3.4 the Creative does not contain any references, logos, or representations (whether spoken, in text, or picture form) of any entity other than the Advertiser. For the purposes of this Clause 10.3.4, any Affiliate of the Advertiser or other divisions within the Advertiser shall be deemed to be entities which are not the Advertiser;
 - 10.3.5 the Creative complies with all Relevant Laws, including the BCAP Code and Ofcom Codes irrespective of whether the Creative constitutes broadcast advertising;
 - 10.3.6 any Creative transmitted pursuant to this Agreement either:
 - (A) does not constitute a financial promotion within the meaning of the FSMA or other Relevant Laws; or



- (B) has been approved by an 'authorised person' within the meaning of the FSMA or is otherwise permitted under the FSMA or an exemption order thereto and the Client has expressly notified Sky in writing of this.

10.3.7 the Creative shall be free of any defects and/or Viruses, and shall not affect the operation of the Sky Platform(s); and

10.3.8 the Client shall comply with its obligations (in the capacity of the Transferee) under the Data Processing Agreement.

10.4 Sky warrants and undertakes that it has the legal right and authority to enter into this Agreement and is not bound by any previous agreement which adversely affects this Agreement.

10.5 Each party will comply with Relevant Laws in connection with the performance of its obligations under or in connection with this Agreement.

11 INDEMNITY

11.1 The Client (for itself and on behalf of its Affiliates, officers, contractors, and employees) hereby indemnifies and holds harmless Sky and its Affiliates, officers, contractors, employees, and operator(s) against any and all liabilities, costs, expenses, damages, and losses of any kind (including reasonable legal fees and costs) incurred by Sky, its Affiliates, officers, contractors, employees, and/or operator(s) as a result of any third party claims, actual or threatened, relating to a breach of the warranties contained at Clauses 10.1 and 10.3, and/or any Intellectual Property Rights infringement, breach of confidentiality (including the obligations contained at Clause 14), and/or breach of any Relevant Laws arising in connection with this Agreement.

11.2 Without prejudice to Clause 11.1, the Client shall co-operate fully with Sky and provide free of charge all assistance that is reasonably required as a result of any challenge by any governmental or other regulatory authority or agency in connection with the Campaign.

12 LIMITATION OF LIABILITY

12.1 Sky's liability under the Agreement including any failure to publish any Sky Platform for any reason whatsoever, or provide the services as specified under this Agreement, or deliver any Impressions or Referrals, or transmit the Creative as provided in the Agreement whether in full or part (or in the event of any other failure, technical or otherwise, of such Creative to appear as provided in this Agreement) will be limited (at the option of Sky) to either:

12.1.1 transmitting the Creative as soon as is reasonably practicable in the period following the period during which the Creative was scheduled to run and for such time as necessary to generate a number of Impressions or Referrals equal to the shortfall; or

12.1.2 providing the Client with sponsorship and/or advertising opportunities of a value equal to the portion of the Fee attributed to the shortfall, using Sky's then-current market rates.

12.2 In no event shall Sky be liable for:



12.2.1 any loss or damage to any design materials, video, audio, or Creative supplied by or on behalf of the Client whether at Sky's premises or in transit; and

12.2.2 any loss or damage arising as a result of the content of any Sky Platform,

howsoever arising. Unless otherwise instructed, Sky may destroy any materials supplied by the Client 30 days following the end of the Campaign Period.

12.3 Without prejudice to Clauses 12.1, 12.2, and 12.5 and subject to Clauses 12.4 and 12.6, in the event that either party is held liable for damages or losses suffered by the other party in connection with this Agreement, the maximum liability that party shall have towards the other in respect of any act or omission and any related series of acts or omissions shall be the Fee PROVIDED that this Clause 12.3 shall not apply in respect of the Client's indemnity obligations at Clauses 7.2, 9.4.4, 10.1.6, 11.1, 16.1.3, and 3.2(c) of Schedule 1.

12.4 Subject to Clause 12.6 and except in respect of the Client's indemnity obligations at Clauses 7.2, 9.4.4, 10.1.6, 11.1, 16.1.3, and 3.2(c) of Schedule 1, neither party shall be liable to the other for any direct loss of profits (excluding in respect of the Client's obligation to pay the Fee) or any indirect economic loss of any kind including any indirect or consequential loss, indirect loss of profits, business, contracts, revenues, goodwill, production, and anticipated savings.

12.5 The Client acknowledges that if Sky provides the Client with any estimated audience numbers it does so as a courtesy only and Sky will not be liable for any claims howsoever arising relating to any audience statistics however supplied.

12.6 Notwithstanding any other provision of the Agreement, neither party limits or excludes liability: (i) for death or personal injury caused by its negligence; (ii) for its fraud or fraudulent misrepresentation; and (iii) to the extent any such limitation or exclusion of liability would be in contravention of Relevant Laws.

13 TERM AND TERMINATION

13.1 The Agreement shall commence on the earlier of: (i) the date of signature of the Insertion Order; and (ii) the Campaign Start Date, and the Agreement shall continue in full force and effect for the duration of the Campaign Period as set out in the Insertion Order unless terminated earlier pursuant to this Clause 13 (the "**Term**").

13.2 Without prejudice to its other rights and remedies Sky shall be entitled to terminate this Agreement in whole or in part immediately at any time by giving notice in writing to the Client in the event that:

13.2.1 the Client commits a material breach of the terms or conditions of this Agreement and, where such breach is capable of remedy, does not remedy such breach within 7 days after being served notice to do so;

13.2.2 the Client fails to comply with its obligations to pay the Fee in accordance with Clause 7;



- 13.2.3 the Client becomes insolvent, a person passes a resolution for the winding up or dissolution of the Client, an administration order is made against the Client, or a receiver is appointed over, or takes possession of, the assets of the Client;
- 13.2.4 the activities or conduct of the Client or activities relating to the Client's business are of such a nature that Sky in its sole discretion considers that the continued provision of advertising and/or sponsorship services would be detrimental to the reputation of Sky, the Sky Platform, or otherwise damaging to the Sky brand;
- 13.2.5 the Client undergoes a change of control (for the purposes of this Clause 13.2.5 "change of control" shall occur where: (i) a person who is not an Affiliate of the Client gains Control of the Client; or (ii) any person obtains any form of influence over the management of the Client and Sky reasonably believes such influence would be harmful to Sky's business or the business of any of its Affiliates); and/or
- 13.2.6 Sky's right to represent the sale of advertisements on the Sky Platform(s) is terminated (for whatever reason),

and on termination of the Agreement by reason of any of the foregoing, Sky 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 the Agreement, any costs associated with removing the Creative from the relevant Sky Platform.

- 13.3 In the event the Agreement is terminated pursuant to Clause 13.2, without prejudice to its rights and remedies:

- 13.3.1 Sky shall be under no obligation to: (i) publish the Creative; or (ii) refund the Fee or other amounts paid by or on behalf of the Client to Sky in respect of such Creative which has not been provided, save that (subject to Clause 13.3.2) the terms of Clause 13.3.1(ii) shall not apply in the event the Agreement is terminated in accordance with Clause 13.2.6;

- 13.3.2 the Client shall remain liable for any amount due under an Insertion Order for any Creative already provided and such an obligation to pay shall survive the termination of the Agreement; and

- 13.3.3 at the request of Sky, the Client shall return all of Sky's statistics and measurement data from the Creative provided under the Agreement.

- 13.4 The Client shall be entitled to terminate the Agreement immediately at any time by giving notice in writing to Sky in the event that:

- 13.4.1 Sky is in material breach of any of its obligations hereunder and, where such breach is capable of remedy, does not remedy such breach within 30 days after being served notice to do so; or

- 13.4.2 Sky becomes insolvent, a person passes a resolution for the winding up or dissolution of Sky, an administration order is made against Sky, or a receiver is appointed over, or takes possession of, the assets of the Sky.



14 CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

- 14.1 Neither party shall make any public or press announcement, press release, communication or statement concerning the Agreement without the other parties' prior written consent, such consent not to be unreasonably withheld or delayed. The parties agree that a breach of this Clause 14 shall constitute a material breach of the Agreement.
- 14.2 Each party undertakes to the other party, subject to Clauses 14.3 and 14.4 below, that it will treat as confidential the terms of the Agreement together with all information it obtains about the other party concerning the business, finances, revenues/prices, technology and affairs of the other party(/ies) generally and each parties' respective obligations hereunder or otherwise in connection with the Agreement and regardless of its nature ("**Confidential Information**"), and will not disclose such information to any person except in accordance with this Clause 14 and will not use such Confidential Information other than for the purposes of the Agreement subject always to any prior specific authorisation in writing by the relevant party who owns the Confidential Information.
- 14.3 Each party will only disclose Confidential Information to those of its employees and officers who: (i) need to know it for the purpose of exercising or performing its rights and obligations under the Agreement; (ii) are informed of the confidential nature of the information divulged; and (iii) agree to act in compliance with the obligations of confidentiality under this Clause 14. Each party shall remain principally responsible and liable for the compliance of its employees and officers with this Clause 14. Sky shall be entitled to share Confidential Information with any of its Affiliates.
- 14.4 Neither party will disclose Confidential Information to any third party (other than to its own employees and officers in accordance with this Clause 14), except for information that: (i) is in the public domain other than by default of the recipient party; (ii) is obtained by the recipient party from a bona fide third party having no apparent restraint on its free right of disposal of such information; (iii) has already been independently generated by the recipient party; (iv) is reasonably passed on to third parties by Sky for the purposes of undertaking credit and risk management; or (v) is required to be disclosed by Relevant Laws or the valid order of a court of competent jurisdiction, or the request or direction of any governmental or other regulatory authority or agency provided that the recipient party shall notify the disclosing party promptly of any such potential requirement and (if possible prior to making any such disclosure) use all reasonable endeavours to seek confidential treatment of any such information.
- 14.5 The provisions of this Clause 14 shall expressly survive the termination, completion or assignment of this Agreement.

15 CHANGES TO TERMS AND CONDITIONS

- 15.1 Sky reserves the right to make such changes to these Terms and Conditions at its sole discretion. Unless otherwise agreed between the parties in writing, the Terms and Conditions applicable for the purposes of the Agreement shall be the version of the Terms and Conditions in force at the earlier of: (i) the date of signature of the Insertion Order; and (ii) the Campaign Start Date.



16 ANTI-FINANCIAL CRIME

16.1 The Client represents and warrants that it shall not and that none of its subsidiaries, shareholders, directors, senior managers, officers, employees, contractors, sub-contractors, agents or other representatives shall breach or cause Sky to breach any anti-financial crime laws to which either party is subject to including but not limited to the UK Bribery Act 2010, U.S. Foreign Corrupt Practices Act 1977, Proceeds of Crime Act 2002, Criminal Finances Act 2017, Economic Crime and Corporate Transparency Act 2023, any sanctions or export controls regime enforced by the United Kingdom, European Union or United States, financial crime offences under the Irish Criminal Justice (Corruption Offences) Act 2018, Italian 231 Decree or German Penal Code, and all updates, amendments and/or implementing measures thereto (together, the “**Anti-Financial Crime Laws**”). The Client represents and warrants that it shall adhere to the standards in the Comcast Code of Conduct for Suppliers and Business Partners available at <https://corporate.comcast.com/values/integrity/our-suppliers-and-business-partners> and any others made available on Sky's corporate website at <https://www.skygroup.sky/suppliers>. Without prejudice to Clause 13 (Term and Termination), if the Client breaches this Clause 16 or continued performance of the Agreement will cause a breach of any Anti-Financial Crime Laws then:

16.1.1 the Client shall fully cooperate with Sky in reviewing and if possible, remedying the breach;

16.1.2 Sky may terminate this Agreement immediately on written notice to the Client without liability to the Client; and

16.1.3 the Client shall fully indemnify Sky against all liabilities suffered or incurred by it arising out of or in connection with a breach of this Clause 16.

17 AGENCY INCENTIVES

17.1 The parties acknowledge that the Agency (or any other agencies which fall under the Agency umbrella) may receive deal incentive payments or benefits from Sky as a result of the Advertiser's spend on Sky media inventory. The Agency hereby represents, warrants and undertakes to Sky that it will (and shall procure that any other agencies which fall under the Agency umbrella will) make all necessary disclosures to the Advertiser in respect of any such deal incentive payments or benefits as required by any disclosure obligations it has to the Advertiser in respect of this Agreement (including pursuant to the Anti-Financial Crime Laws).

18 ANTI-PIRACY

18.1 The Client shall at all times maintain technical measures and safeguards to ensure a level of security appropriate to prevent the placement of any advertising or sponsorship on Pirate Sites. In the event that advertising or sponsorship placed by the Client appears on Pirate Sites or sites which are reasonably suspected to be Pirate Sites, Client shall take all reasonable steps to:

18.1.1 notify Sky of the placement of such advertising or sponsorship;

18.1.2 procure its immediate removal;



18.1.3 investigate the cause; and

18.1.4 prevent any recurrence.

19 ENVIRONMENT

19.1 The Client acknowledges and understands the following:

19.1.1 Sky's target of going net zero carbon by 2030;

19.1.2 the Sky Environmental Policy; and

19.1.3 the UK Government's commitment to bring greenhouse gas emissions to net zero by 2050 pursuant to the Climate Change Act 2008 (2050 Amendment) Order 2019,

accordingly, the Client agrees to work with Sky as reasonably requested (such as providing reports on its greenhouse gas emissions) in order to help Sky meet its net zero target.

20 GENERAL

20.1 Insurance

Each party will at all times maintain insurance with a reputable insurance company sufficient to meet any of its potential liabilities under the Agreement.

20.2 Assignment

20.2.1 The Client may not re-sell, assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge or hold on trust any of its rights hereunder or otherwise dispose of (in any manner whatsoever) the benefit of this Agreement or sub-contract or delegate in any manner whatsoever its performance under this Agreement, and any attempt to re-sell, assign, transfer, mortgage, charge or hold on trust such rights or otherwise dispose of such benefit or such performance will be ineffective and will entitle Sky to terminate this Agreement immediately, without liability on the part of Sky.

20.2.2 Sky shall be entitled to assign, sub-contract, and/or transfer any of its rights and obligations hereunder to any of its Affiliates without the prior written consent of the Client.

20.3 Entire Agreement

The Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings, commitments, agreements and representations, whether written or oral, between the parties. Further, the Client acknowledges and agrees that it has not relied upon any representation or otherwise of Sky when entering into the Agreement.

20.4 Force Majeure



If any party (the “**Affected Party**”) is prevented or delayed in whole or in part from complying with its obligations under the Agreement by reason of Force Majeure, it will notify the other party(s) giving details thereof. The Affected Party will be relieved of its obligations under the Agreement to the extent that its performance is hindered or delayed by such Force Majeure event. If the event of Force Majeure continues for a period of more than 30 days (whether consecutive or cumulative), the other party shall be entitled to terminate the affected Sponsorship and/or the Agreement by notice in writing to the Affected Party.

20.5 Terms and Conditions and Waiver

20.5.1 Subject to Clause 20.2.2, any variation of the Agreement shall not be binding on either party unless agreed to in writing and signed on behalf of the parties.

20.5.2 No waiver of any breach of, or right under, the Agreement is effective unless it is in writing and signed by the parties to the Agreement.

20.6 Survive Termination

There shall survive the expiry or termination of the Agreement any term of the Agreement which in order to give effect to its provision needs to survive the expiry or termination. The provisions of those clauses intended to have continuing effect (including provisions relating to liability, indemnities, Intellectual Property Rights and confidentiality) shall continue in full force and effect following the termination for any reason or expiry of the Agreement.

20.7 Severability

Each of the provisions of the Agreement are to be construed separately and independently of the other and if any provision or clause (or part thereof) of the Agreement is found by any court or other judicial body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision or clause will not affect the other provisions of the Agreement or any other clause herein which will remain in full force and effect.

20.8 Third Party Exclusions

Save where indicated otherwise, the Agreement does not create or infer any third-party rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise at law enforceable by any person who is not a party to the Agreement.

20.9 Governing Law

The Agreement and any non-contractual disputes or claims arising out of or in connection with it are governed by and will be interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.



Schedule 1

Data Protection Agreement

This data protection agreement (the “**DPA**”) sets out the data protection obligations of the Client as well as Sky UK Limited (“**Sky**”) (each, a “**Party**” and, together, the “**Parties**”) to the extent that they are party to Sky’s “**Digital Terms and Conditions**”, as updated from time to time. The DPA consists of this front-end and the Annex.

1 Definitions and interpretation

- 1.1 This DPA is governed by and incorporated into Sky's Digital Terms and Conditions.
- 1.2 In this DPA, the following terms shall have the following meanings:
 - (a) “**Applicable Data Protection Law**” means all applicable laws relating to privacy and data protection including but not limited to (a) the General Data Protection Regulation (EU 2016/679) (the “**GDPR**”), and (b) the UK GDPR, and (c) Directive on privacy and electronic communications (2002/58/EC, as amended), as well as all laws implementing each of (a) to (c) above, including the UK Data Protection Act 2018, as amended and updated from time to time. In the event, any such Directive, Regulation or laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or law shall be deemed to constitute Applicable Data Protection Law;
 - (b) “**Relevant Personal Data**” has the meaning given to that term in the Annex; and
 - (c) “**UK GDPR**” has the meaning ascribed to it section 3(10) of the UK Data Protection Act 2018.
- 1.3 Terms not otherwise defined in this DPA shall have the same meaning as in the Digital Terms and Conditions.
- 1.4 The following terms “controller”, “data subject”, “personal data”, “personal data breach”, “process” and “processing”, “supervisory authority”, and “processor” shall have the same meanings as ascribed to them under Applicable Data Protection Law. Where any such term is not defined in Applicable Data Protection Law, it shall have the meaning ascribed to it in the General Data Protection Regulation (EU/2016/679).
- 1.5 In the event of a conflict or inconsistency between this DPA and the remainder of the Digital Terms and Conditions, this DPA shall govern to the extent required to resolve such conflict or inconsistency, unless a provision of the Digital Terms and Conditions explicitly overrides any provision of the DPA by specific reference to such provision(s).

2 Data protection obligations

- 2.1 Sky may, from time to time and at its own discretion, make available to the Client on a controller-to-controller basis the Relevant Personal Data for the purpose(s) described in the Annex.



2.2 The Client shall:

- (a) provide to the data subject(s) to whom the Relevant Personal Data relate appropriate information as to how the Client will process the Relevant Personal Data as required by Applicable Data Protection Law, unless such data subject(s) has/have already been provided such information;
- (b) process the Relevant Personal Data solely for the purpose(s) set out in the Annex and retain the Relevant Personal Data only for the duration set out in the Annex or, if shorter, such period as is necessary to achieve such purpose(s) and, for the avoidance of doubt, the Client shall neither:
 - (i) process the Relevant Personal Data for a different purpose to the purpose(s) set out in the Annex; nor
 - (ii) further process (as such term is interpreted in accordance with Applicable Data Protection Law) the Relevant Personal Data, even if the purpose of such further processing would be compatible or deemed compatible with the purpose(s) stated in the Annex; and
 - (iii) even if such processing for a different purpose and/or such further processing would comply with Applicable Data Protection Law;
- (c) always subject to the terms of this DPA (including, for the avoidance of doubt, clause 2.2(b)), if the Client makes available any Relevant Personal Data to any third party (including any processor), ensure that the Client and such third party comply with all Applicable Data Protection Law and are bound by terms not less onerous than those set out in this DPA and the Client acknowledges that Sky does not act as controller in this context;
- (d) suitably train those of its personnel who may have access to the Relevant Personal Data to ensure compliance with any Applicable Data Protection Law;
- (e) having regard to the state of technological development and to the cost of implementing any measures, provide a level of security for the Relevant Personal Data (including appropriate technical and organisational measures) appropriate to:
 - (i) the harm that might result from unauthorised or unlawful processing, or the accidental loss, destruction or damage, of any Relevant Personal; and
 - (ii) the nature of the Relevant Personal Data;
- (f) if it suffers a personal data breach, make all notifications to its supervisory authority and to the data subject(s) to whom the Relevant Personal Data relate as required by Applicable Data Protection Law and inform the Sky accordingly (providing reasonable details) without undue delay;
- (g) if it becomes aware of any inaccuracy in the Relevant Personal Data, as soon as reasonably possible correct such inaccuracy and inform Sky accordingly;



- (h) as soon as reasonably possible, provide to Sky a copy of all notices it receives from its supervisory authority or any data subject to whom the Relevant Personal Data relate which concern the processing of the Relevant Personal Data (including any notice from a data subject exercising any of their rights under Applicable Data Protection Law relating to the Relevant Personal Data) and, in the event Sky considers that it is required to respond or take any other action in respect of such notice, the Client shall, at no additional cost, provide Sky with such assistance and cooperation as may Sky may require within the timescales specified by Sky; and
 - (i) upon the expiry of the period for which it processes the Relevant Personal Data as set out in the Annex, promptly delete the Relevant Personal Data and, for the avoidance of doubt, the Client shall not anonymise the Relevant Personal Data instead of or in addition to deleting it; and
 - (j) always comply with Applicable Data Protection Law.
- 2.3 The Client shall allow for and reasonably collaborate with (both at the Client's cost) Sky, an auditor mandated by Sky and/or the supervisory authority concerned carrying out desk-based audits, on-site audits and/or inspections of the Client, any of its sub-contractors and/or any of the facilities and IT systems used to process the Relevant personal Data from time to time (including before Sky shares the Relevant Personal Data with the Client) to verify the Client's compliance with its obligations under this DPA and Applicable Data Protection Law.
- 3 Liability**
 - 3.1 Nothing in this DPA shall limit or exclude either Party's liability for:
 - (a) any liability which any Party may have for death or personal injury, to the extent such death or personal injury was caused by its negligence, or the negligence of a Party's employees, agents or subcontractors (as applicable);
 - (b) any liability which a Party may have for fraud or fraudulent misrepresentation; or
 - (c) any liability to the extent any such limitation or exclusion of liability would be in contravention of applicable law.
 - 3.2 Subject to clause 3.1:
 - (a) Sky shall have no liability to the Client if the Relevant Personal Data Sky shares with the Client are inaccurate or incomplete; and
 - (b) Sky's maximum aggregate liability in respect of any losses or damages suffered or incurred by the Client arising out of or in relation to any proceedings, claim or action that concern the subject matter of this DPA and that result from any breach of contract, tort (including negligence and misrepresentation) or statute, shall be limited in accordance with Clause 12 of the Digital Terms and Conditions; and
 - (c) the Client indemnifies Sky against any losses or damages suffered or incurred by Sky arising out of or in relation to any proceedings, claim or action that concern the subject



matter of this DPA and that result from any breach of contract, tort (including negligence and misrepresentation) or statute (including Applicable Data Protection Law).

4 Term and Termination

- 4.1 The following clauses of this DPA shall survive the termination of the Digital Terms and Conditions indefinitely: 1, 2.2(i), 2.2(j), and 2.3.



Annex

Purpose(s) for which the Client will process the Relevant Personal Data:	For the purpose of serving targeted advertising on all of Sky's online inventory (and not for the benefit of any other third party), advertising analytics for reporting purposes only (including reporting for fraud prevention and brand safety purposes), provided all analytics and reporting is of data in an aggregated form. The Client may include aggregated, non-user identified data obtained via any of the Client cookies in the Client's aggregate network reporting statistics generated via the Client's web server(s), provided that such aggregated reporting shall be used solely for the Client's purposes relating to the Client's continued development of the Client's business, and provided further that the Client shall not disclose any such data to any third party in a way that would identify Sky or a Sky user to such third party.
Period/duration of such processing (if shorter than the term of the DPA)	For so long as the Client is a party to the Digital Terms & Conditions for the relevant Campaign.
Types of personal data (the " Relevant Personal Data ")	• IP address • Cookie information • Device ID • User agent
Categories of data subjects to whom the Relevant Personal Data relate	Users of Sky online sites, apps and platforms and Sky media partner online sites, apps and platforms.