



SKY STANDARD TERMS AND CONDITIONS FOR LONG FORM CONTENT (INCLUDING SKY GO, VOD, ADVANCE, ONE CAMPAIGN, AND ADSMART PLATFORMS)

1 DEFINITIONS

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

“Advertiser”	means the advertiser specified in the Booking;
“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 Booking;
“Agreement”	means these Terms and Conditions and the Booking, including the terms set out in Annexes A and B;
“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 In the event, any such Directive, Regulation or laws are repealed or replaced, the successor legislation to such repealed or replaced Directive, Regulation and/or law shall be deemed to constitute Applicable Data Protection Law;
“BACS”	means Bankers Automated Clearing Service;
“BARB”	means Broadcasters' Audience Research Board (BARB) is the organisation that compiles audience measurement and television ratings in the United Kingdom;
“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Code of Broadcast Advertising' and any other code or guidance published by BCAP that may be applicable, as amended or superseded from time to time;
“Booking”	means (i) the email booking (or booking via the automated system nominated by Sky from time to time) placed by the Client for the Campaign or (ii) an executed Booking Form;



“Booking Form”	means the document containing the details of the Campaign (including Campaign Instructions) to which these Terms and Conditions apply;
“Campaign”	means the campaign specified in the Booking;
“Campaign End Date”	means the end date specified in the Booking for the Campaign;
“Campaign Instructions”	means an instruction placed by the Client through a service nominated by Sky authorising Sky to transmit its Creative and stating any relevant information, including the commercial reference numbers, durations, start dates, end dates, frequency caps, spacing rules and channels as appropriate;
“Campaign Start Date”	means the start date specified in the Booking for the Campaign;
“Campaign Period”	means the agreed time period that a Campaign is transmitted for;
“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;
“CHAPS”	means Clearing House Automated Payments System;
“Clearcast”	means Clearcast Limited or any superseding body;
“Clear Working Days”	means a number of consecutive Working Days, excluding the first day and the last day;
“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;
“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;
“Copy Clearance Secretariat”	means the body (currently Clearcast) which scrutinises the Creative against the Relevant Laws and BCAP Code following the submission of the Creative to ensure it is compliant;
“Creative”	means any material (including all trade marks, branding and content contained therein) intended for transmission by Sky across the Sky Platforms, as detailed in the Booking. Creative shall be deemed to have been delivered only when all



of Sky's technical requirements have been met and Sky has been given the Campaign Instructions;

“Creative Agency”

means a person, firm or company carrying on the business of creating and/or producing any Creative;

“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;

“Devices”

means any device by which a viewer is able to access the content made available by Sky, including personal computers (including laptops and macs), iOS devices (including iPhones, iPod, iPod touch, iPads), games consoles (including Sony PS3, Xbox and Nintendo Wii); internet connected or smart televisions or connected Blu-ray or DVD players, LG Netcast devices (including connected TVs, BluRay players, Internet media players, connected sound bars and speaker bars), Humax and YouView set top boxes, Android operating system tablets and mobile phones, Roku set top boxes (including the Roku set top box branded “Now TV”), a smartphone, tablet or personal computer running a version of Microsoft’s Windows 8 operating system (Desktop and Metro and Windows RT, Windows Phone 8 and Windows 8 Pro), and the Now TV box;

“Fee”

means the total fee specified in the Booking;

“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;

“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;

“Impression”

means the metric of advertisements, as measured and determined by Sky on a platform by platform basis;



“LF Content”	means either long form VOD or programme/movie content, distributed either on a linear or non-linear basis (as the case may be) on a Set Top Box or Device;
“Net Fee”	means the relevant Fee less any Agency commission (if applicable) as specified in the Booking (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 Code on the Scheduling of Television Advertising, the Ofcom Broadcasting Code and accompanying guidance, all as amended or superseded by revised codes issued by Ofcom from time to time;
“OTT”	means the media distribution practice of streaming content over the internet to the user’s device;
“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 4.5;
“Relevant Laws”	means any applicable laws, statutes, regulations and relevant industry codes of practice (including the CAP Code, BCAP Code, the Ofcom Codes, Applicable Data Protection Law and related rulings and guidance notes) as may be updated from time to time;
“Set Top Box”	means a set top box, decoder or other equivalent device (whether or not integrated into a television set or other audio-visual monitor) which is installed at a place of reception and is capable of receiving and decoding (i) satellite transmissions received via a satellite dish at the place of reception (including, for the avoidance of doubt, a place of multiple occupation and any device used as part of any satellite master antennae systems (known as "SMATV")) and/or (ii) electronic transmissions using internet protocol or equivalent for the purpose



of viewing the content contained in those transmissions at that place of reception;

“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 Platforms” means a platform on which Sky may distribute LF Content (including satellite, cable, mobile phone, IPTV, broadband and VOD) and serve targeted advertising on that content, and includes the following targeted advertising services and distribution platforms:

“AdSmart” means Sky's ability to deliver targeted advertising through a Set Top Box or Device;

“Sky AdVance” means Sky's ability to deliver sequential or consequential advertising to television and online audiences (including audiences on third party inventory acquired on behalf of a Client); and

“One Campaign” means Sky's ability to sell advertising across linear television (via airtime or AdSmart) and VOD using common audience metrics, and **“One Campaign BARB”** means Sky's ability to sell advertising across linear television via airtime and VOD using common audience metrics, and **“One Campaign Addressable”** means Sky's ability to sell advertising across linear television via AdSmart and VOD using common audience metrics; and

Sky's OTT products, which include **“Sky Go”** and **“Now”**; and

any apps by which Sky distributes LF Content, including Sky Sports, My5, Sony App, Blaze; and

any third party platforms that Sky may have access to from time to time to serve targeted advertising.

“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 Viewing Panel” means, in respect of Sky AdSmart, a panel of relevant customers who provide Sky or its relevant contractors with their television viewing data for the purposes of Sky compiling television measurement data;

“Standard Timelengths” are 10 seconds or a multiple of 10 seconds;

“Term” has the meaning given to it at Clause 17.1;

“Terms and Conditions” means these terms and conditions, which are available at the following link <https://www.skymedia.co.uk/terms-and-conditions/>;



“Territory”	means the territory(ies) into which the Creative is transmitted and of which the Client is aware;
“UK GDPR”	has the meaning ascribed to it section 3(10) of the UK Data Protection Act 2018
“VOD”	means video on demand; and
“Working Days”	means Monday to Friday inclusive in each week except any bank or public holiday. Creative delivered after 5pm on a Working Day shall be deemed to have been received on the next Working Day.

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 LF Content advertising purchased by a Client and together with the Booking shall constitute the Agreement made between Sky and the Client in relation to the Campaign.
- 3.2 By placing a Booking with Sky, 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 Booking, the terms of the Booking shall prevail.
- 3.3 A Booking becomes legally binding as soon as (i) it has been accepted by Sky via email or the relevant automated system nominated by Sky, or (ii) both parties have executed the Booking Form (as applicable), or (iii) by the provision of the Campaign in the absence of (i) or (ii).

4 DELIVERY OF THE CREATIVE

- 4.1 Any Creative (including the material specified in Clause 5.14) must be delivered to and received by Sky not less than six Clear Working Days before the intended Campaign Start Date and must satisfy the relevant requirements set out in Clause 5.
- 4.2 If Sky decides that Creative is unsuitable, Sky shall notify the Client who must supply alternative Creative at its own cost as soon as possible and the Creative will not be transmitted until the date that



is 6 Clear Working Days following the date that acceptable Creative is delivered to Sky (or the Campaign Start Date, where that is the later date).

- 4.3 Where acceptable Creative is not delivered at least six Clear Working Days before the Campaign Start Date, the Client shall be liable to pay for the Campaign in full (which may be based on the Impressions targets or budget specified in the Booking) irrespective of whether any or all booked Impressions are delivered by the Campaign.
- 4.4 Unless otherwise instructed, Creative may be destroyed by Sky if not transmitted for a period of 90 days without further reference to the respective Client.
- 4.5 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 and timelines required by Sky as notified by Sky to the Client.
- 4.6 The Client acknowledges and agrees that notwithstanding any delay to the Campaign Start Date due to non-compliance with this Clause 4, the Fee shall still be payable.

5 TRANSMISSION OF THE CREATIVE

- 5.1 The Client hereby authorises Sky to transmit all Creative delivered pursuant to the Agreement.
- 5.2 The Creative will only be transmitted if approved by Sky and:
 - 5.2.1 satisfy all of Sky's technical requirements as may be notified by Sky to the Client from time to time;
 - 5.2.2 comply with all Relevant Laws; and
 - 5.2.3 comply with the BCAP Code and the Ofcom Codes. Sky acknowledges that there is no legal or regulatory requirement for the Creative to comply with the BCAP Code and the Ofcom Codes as it does not constitute broadcast advertising. However, for the purpose of consistency and quality, Sky requires that any Creative delivered under the Agreement must comply with the BCAP Code and the Ofcom Codes as if it constituted broadcast advertising.
- 5.3 The Client agrees that it is fully responsible for the content of the Creative and is responsible for the actions of any person, including any Creative Agency, in relation to the creation, authenticity and delivery of Creative.
- 5.4 The Creative must also comply with the Clearcast Notes of Guidance for Television Advertising and the Copy Clearance Secretariat notes of guidance and copy clearance bulletins in force at the time of transmission and in addition:
 - 5.4.1 scripts and/or storyboards, along with consignment notes for all spot Creative must be submitted in advance to the Copy Clearance Secretariat for provisional approval before transmission;
 - 5.4.2 all finished clocked Creative must be submitted to the Copy Clearance Secretariat for approval before transmission;
 - 5.4.3 the Creative provided to Sky for transmission must be the same Creative (and with the same clock number) as the Creative approved by the Copy Clearance Secretariat; and



- 5.4.4 approval by the Copy Clearance Secretariat of any Creative and/or compliance with the terms set out in Clauses 5.2, 5.3 and 5.4 shall not in any way prejudice Sky's right to reject the Creative.
- 5.5 The Client shall procure the compliance of any Creative Agency with the obligations set out in Clause 5.4 and Clause 11 as if the Creative Agency were a party to this contract. The Client indemnifies and holds Sky harmless against any loss or damage caused by a Creative Agency's breach of Clauses 5.4 and/or Clause 11.
- 5.6 The Client hereby acknowledges and agrees that, unless agreed otherwise in writing with Sky, all Creative provided under the Agreement will be cleared for transmission across all of the relevant Sky Platforms and Sky may transmit the Creative across any or all of the relevant Sky Platforms (whether on a simultaneous basis or any other basis) without providing prior notice to the Advertiser or Client.
- 5.7 The Client hereby acknowledges and agrees that, unless agreed otherwise in writing with Sky, all Creative provided under the Agreement will be cleared for transmission across all of the relevant Sky Platforms and Sky may transmit the Creative across any or all of the relevant Sky Platforms (whether on a simultaneous basis or any other basis) without providing prior notice to the Advertiser or Client.
- 5.8 Sky reserves the right in its absolute discretion to do any act or thing in respect of the transmission of the Creative or any part thereof which it deems necessary, acting reasonably (including editing, modifying, fading or cutting thereof).
- 5.9 Sky reserves the right at its absolute discretion and without incurring any liability to decline to transmit the Creative without giving any reason in writing for so declining 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 but the Client shall not be liable to pay for the Creative which Sky so declines to transmit provided such Creative has been delivered on time as provided for in Clause 4 above.
- 5.10 All programmes and channels are subject to suspension, cancellation, or placement at the absolute discretion of Sky.
- 5.11 Sky reserves the right at its absolute discretion to restrict any repeat transmission of the same Creative.
- 5.12 Sky will use reasonable endeavours to adhere to the Campaign Instructions but shall not be liable for any failure to comply with those instructions. Sky also reserves the right not to transmit the Creative if Campaign Instructions are not received by Sky ten Clear Working Days before the Campaign Start Date.
- 5.13 The Client shall deliver the Creative in accordance with the applicable specifications set out in <https://www.skymedia.co.uk/ad-specs/> and its script, consignment notes and Campaign Instructions (as applicable) to Sky well in advance of the first transmission date of the Creative (but in no event later than the timeframes specified in Clause 4.1).
- 5.14 Sky reserves the right at its absolute discretion to refuse Creative advertising more than one product.
- 5.15 No protection is given by Sky to the Client against the proximity of transmission of Creative featuring competitive products.
- 5.16 Sky shall not be held responsible for any addition to, changes in or deletions from any Creative required by Ofcom or delays resulting therefrom.
- 5.17 Sky reserves the right to refuse Creative that does not comply with the Standard Timelengths.



- 5.18 Sky reserves the right at its absolute discretion not to accept any Booking or any Creative, including competitive channel advertisements that contain date, day or time specific or appointment to view references in either a verbal or visual context.

6 DATE OF TRANSMISSION

- 6.1 For the avoidance of doubt, the Campaign shall be delivered at any time between the Campaign Start Date and the Campaign End Date. Other than as expressly agreed in the Booking, Sky cannot guarantee that the Campaign will be delivered on any particular content or at any specific time or date.
- 6.2 In the event that a Campaign Start Date or a Campaign End Date is changed from that which is specified in the Booking, the Client acknowledges that the Creative may be transmitted at a time which falls outside of the Campaign Period.
- 6.3 Without prejudice to Clause 6.1, Sky shall incur no liability for any failure to transmit all or any part of the Creative or for any failure to adhere to the Campaign Instructions, except that if a total failure to transmit shall be due to the sole fault of Sky and shall be subject to Clause 16.

7 CANCELLATION OR POSTPONEMENT

- 7.1 Subject to the provisions of Clause 10, any Booking for any targeted advertising service except One Campaign BARB (which is covered in Clause 7.2) may be cancelled or postponed by either party provided that any such notice in writing of cancellation or postponement is received and acknowledged by Sky or the Client as the case may be not less than four weeks before the first Campaign Start Date. Cancellation or postponement requests by a Client for campaigns within four weeks before the Campaign Start Date shall be considered by Sky and may be accepted at Sky's absolute discretion subject to the following cancellation charges that apply to the entire campaign:

Within 2-4 weeks before Campaign Start Date: 50% of the value of Booking at the time of cancellation

Within 14 days before Campaign Start Date: 100% of the value of Booking at the time of cancellation

- 7.2 With respect to Bookings for the One Campaign BARB targeted advertising service, subject to the provisions of Clause 10, any Booking may be cancelled or postponed by either party provided that any such notice in writing of cancellation or postponement is received and acknowledged by Sky or the Client as the case may be not less than nine weeks before the first Campaign Start Date. Cancellation or postponement requests by a Client for campaigns within nine weeks before the Campaign Start Date shall be considered by Sky and may be accepted at Sky's absolute discretion subject to the following cancellation charges that apply to the entire campaign:



Over 6 weeks before Campaign Start Date: 20% of the value of Booking at the time of cancellation

29 to 42 days before Campaign Start Date: 35% of the value of Booking at the time of cancellation

15 to 28 days before First Spot: 50% of the value of Booking at the time of cancellation

Within 14 days before Campaign Start Date: 100% of the value of Booking at the time of cancellation

- 7.3 Unless a Booking is cancelled in accordance with Clause 7.1 or Clause 7.2 as applicable, a Client who fails to deliver any Creative in accordance with Clause 4 will remain liable to pay for the Campaign in full whether or not the Campaign is delivered. Sky reserves the right to retain any pre-paid amounts for any postponed campaign and to rebook the Campaign during a mutually agreed period.
- 7.4 Any request by a Client for the postponement of a Campaign for which such Client has pre-paid must be made to Sky in writing. Any acceptance of such a request shall be at Sky's sole discretion. Any such postponed campaign must be recommitted at the time of postponement to a time as soon thereafter as reasonably possible and in any event not more than six calendar months after the campaign being postponed. Any postponed campaign not recommitted within six calendar months of the first Campaign Start Date shall be subject to Sky's cancellation charges of 100 percent that apply to the entire campaign.

8 IMPRESSIONS

- 8.1 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.
- 8.2 The Client acknowledges that Impressions shall be measured using Sky's nominated ad server(s) (in place from time to time). In respect of the Sky Advance (targeted advertising) service, the Client acknowledges that Sky may combine or merge Sky data and third party data to provide the Client with information regarding target audiences/segments. In respect of the AdSmart (targeted advertising) service, the Client acknowledges and agrees that: (i) the Impressions may be measured using the Sky Viewing Panel and that Sky may combine Sky data and third party data to provide the Client with information regarding target audiences/segments; and (ii) the calculation of Impressions are based on models and techniques based on statistical analysis, probability and predictive behaviour, and are an estimate derived from a combination of data and as such are subject to limits of statistical error. In respect of the One Campaign (combining linear with on demand) service, the Client acknowledges and agrees that Impressions measured per household shall be converted into equivalent BARB Impacts measured per individual. The Client acknowledges that targeting of Campaigns may be based on information from third parties, Sky information, predictive algorithms, or other methods to best deliver the targeted advertising service.
- 8.3 Sky shall endeavour to deliver the target number of Impressions indicated in the Booking (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 for any Campaign and Sky shall not be held liable (in negligence or otherwise) for any such claims.



- 8.4 In the event that Sky fails to meet the target number of Impressions indicated in the Booking, 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. Without prejudice to the foregoing, in respect of the AdSmart (targeted advertising) service, should Sky fail to meet the target number of Impressions indicated in the Booking, Sky has the right to adjust the Net Fee set out in the Booking after the Campaign End Date for the number of Impressions delivered.

9 SCREEN FORMAT DISCLAIMER

- 9.1 Sky will use reasonable endeavours to ensure that the Creative is transmitted in the screen format and/or resolution that is delivered by the Client, but it is understood and accepted by the Client that for technical reasons Sky cannot guarantee to do so and the Client will remain liable for all charges hereunder notwithstanding if for any reason including technical error, breakdown or Force Majeure; the Creative is not transmitted in the intended format.
- 9.2 Sky makes no guarantee that a channel logo or identifier, or any interactive trigger, will not obscure text in the Creative, where that text is placed at the top of the screen.

10 TERMS OF PAYMENT

- 10.1 In respect of Sky AdSmart (targeted advertising) service, Sky may require the Client to make full payment in advance of each Booking as a condition of acceptance of Bookings. In respect of One Campaign BARB, accounts payable by a Client shall be paid not later than the twenty fifth day of the month following the month of transmission. Payment shall be made by the Client to Sky by BACS, CHAPS or cheque and must be received by Sky either as cleared funds or in the form of a cheque by the twenty fifth day of the appropriate month. If Sky receives notification that a cheque from the Client has failed to clear, all future payments by that Client shall be made by BACS or CHAPS. In months where the twenty fifth falls on a Sunday or a Bank Holiday, the last Working Day before the twenty fifth shall be regarded as the due date by which the payment must be received by Sky. For all other Sky Platforms, including Sky AdSmart (unless payment in advance applies under this Clause 10.1) and One Campaign Addressable, unless otherwise expressly agreed by the parties in writing, the Client will be invoiced for the Net Fee at the end of the first calendar month after the Campaign End Date and the Client must ensure that payment is made to Sky in pounds sterling within thirty days after the date of the invoice.
- 10.2 The Client must pay the Net Fee and VAT at the relevant rates prescribed by relevant tax law (and all similar sales tax (if applicable)).
- 10.3 The Client understands that once the Agreement is entered into, there shall be no refunds or suspension of payments, other than at the sole discretion of Sky.
- 10.4 In the event of a Client not paying an account by the due date, Sky reserves the right without prejudice to all its other rights:
- 10.4.1 not to accept further bookings from the Client;
- 10.4.2 to treat any amount due to Sky as a simple debt recoverable forthwith; and/or
- 10.4.3 to charge interest on all monies outstanding beyond the date for payment at a rate of two percent over the Barclays Bank plc base rate from time to time in force per month,



and the Client will be responsible for all expenses (including legal fees on an indemnity basis) incurred by Sky in collecting the amounts due.

- 10.5 The existence of a query in any individual item in an account will only affect the due date of payment of that individual item. The Client must inform both the Sales and Credit Control Department of Sky in writing of any query within seven Working Days from receipt of the invoice. Any such query must note the invoice to which it refers together with full details of and justification for the query. No Creative may be brought into dispute by the Client after this time. In the event of a query being resolved in favour of Sky, the item in query will be subject to the full rate of interest as specified in Clause 10.4.3 above, subject only to Sky having dealt with the query within a reasonable time.
- 10.6 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.
- 10.7 All amounts payable will be rounded up to the nearest pound.
- 10.8 All Bookings are accepted on the understanding that they will be paid for at the rates agreed and in accordance with this Clause 10.

11 LICENCE AND INTELLECTUAL PROPERTY RIGHTS

- 11.1 Without prejudice to any rights Sky may have under law:
- 11.1.1 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.
- 11.1.2 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.
- 11.2 The Client grants to Sky the express right to:
- 11.2.1 reproduce throughout the world all or part of the Creative on or in any promotional or advertising material or campaign promoting or advertising Sky Platforms; and



11.2.2 include the Creative within a channel (or programme) which is received by a viewer either on a Set Top Box or Device, or by means of an onward simultaneous stream.

- 11.3 Subject to Clause 11.4, where the Client produces the Creative, all Intellectual Property Rights in such Creative provided by the Client (excluding Sky's and/or any 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 11.4, where the Client wishes to use 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 (including any part of any programme and/or channel) such intellectual property must be removed prior to such further use.
- 11.4 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 11.4 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 11.4 after the Campaign Period without Sky's prior written approval.

Deliverables

- 11.5 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.
- 11.6 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:

11.6.1 any inaccuracy, incompleteness or other error relating to any Deliverables provided by Sky or the Client's interpretation of the Deliverables; or

11.6.2 any failure of the Deliverables to achieve any particular result for the Client.

12 USE OF PIXEL TAGS AND DATA PROTECTION

- 12.1 In respect of LF Content which is delivered OTT, Sky may, in its absolute discretion allow the Client to use a single 1 x 1 click/impression tracker for each Impression acquired ("**Tracker**").
- 12.2 If Sky does permit the use of any such Tracker, the Client acknowledges and agrees that it shall use the Tracker only in accordance with the following requirements:



- 12.2.1 the Tracker must be from one of the trackers listed in Annex A;
- 12.2.2 any data collected from the tracking shall only be processed to validate that an impression or ad was served to the relevant viewer and not otherwise and shall not include/record a viewer/user's IP address or any other identifier (save as permitted under Clause 12.2.3); and
- 12.2.3 in the event that a viewer/user's IP address or any other identifier is received as a result of the tracker technology, this shall not be used or otherwise processed other than to serve the relevant ad and for internal reporting and campaign evaluation purposes. For clarity, no such data shall be used to re- target any user/viewer on any other inventory (unless such inventory is sold by Sky).
- 12.3 Without prejudice to the restrictions in Clause 12.2, in respect of any data collected and processed via any Tracker, the Client agrees to comply with its obligations (in the capacity of the Transferee) set out in Annex B (Personal Data Sharing Terms).
- 12.4 The Client acknowledges and agrees that Sky may monitor any 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.
- 12.5 Without prejudice to the terms set out in Annex B, if so directed by Sky, the Client shall suspend using any Tracker at any time.
- 12.6 The Client acknowledges and agrees that Sky may nominate or implement its own impression/click tracking tools and measurements 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/click tracking (as the case may be) 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.

13 THIRD PARTY MEDIA

- 13.1 In the event that Sky acquires third party inventory on behalf of the Client (via a trading exchange or otherwise), the Client agrees that:
- 13.1.1 Sky may link the Campaign to a booked television campaign, a Sky Advance campaign, a One Campaign campaign and/or a Sky AdSmart campaign;
- 13.1.2 viewing data in respect of advertisements may be sourced from Sky channels and/or third party channels;
- 13.1.3 viewing data in respect of sponsorship credits may be sourced from Sky channels and/or third party channels;
- 13.1.4 in the event that the Client wishes to provide viewing data from third party channels earlier than it is made available to Sky by BARB, the Client shall supply Sky with a daily list of all relevant spot advertisement information upon the day of transmission of each spot advertisement; and
- 13.1.5 Sky may use and publish the results of the Campaign in its internal and external marketing materials and case studies.



14 REPRESENTATIONS AND WARRANTIES

14.1 Where the Client is an Agency, the Agency warrants that:

14.1.1 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;

14.1.2 without prejudice to Clause 14.1.1, it is authorised to represent and bind the Advertiser(s) named in the Booking;

14.1.3 the Advertiser has been provided with a copy of, and has approved the Agreement;

14.1.4 it shall be responsible for the payment of accounts (including the Fee), unless other arrangements are agreed in writing;

14.1.5 it has the authority to grant the licences on behalf of the Advertiser(s) to Sky in accordance with Clause 11 above; and

14.1.6 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 14.1 and 14.3 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.

14.2 Without prejudice to Clause 14.1, where the Client is an Agency, the Agency and the Client are jointly and severally liable for any breach of a Client's obligation under the Agreement.

14.3 The Client warrants and represents to Sky for the duration of the Term that:

14.3.1 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, including (i) on a simultaneous or onward streamed basis from the Set Top Box or other technology to any Set Top Box or other Device within or outside of the home; and (ii) the streaming, downloading, side-loading or other form of access by a viewer of any recordings that have originated from the Set Top Box or other technology to any other Device or Set Top Box within or outside of the home. The Client also acknowledges and agrees that linear LF Content (including Creatives provided for Adsmart campaigns) may be transmitted in territories outside the Territory to registered UK viewers;

14.3.2 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);



14.3.3 the Creative does not contain anything which is defamatory, obscene, false or misleading;

14.3.4 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 14.3.4, any Affiliate of the Advertiser or other divisions within the Advertiser shall be deemed to be entities which are not the Advertiser;

14.3.5 the Creative complies with all Relevant Laws, including the BCAP Code and Ofcom Codes irrespective of whether the Creative constitutes broadcast advertising; and

14.3.6 any Creative transmitted pursuant to this Agreement either:

- i) does not constitute a financial promotion within the meaning of the FSMA or other Relevant Laws; or
- ii) 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.

14.4 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.

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

15 INDEMNITY

15.1 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 14.1 and 14.3, and/or any Intellectual Property Rights infringement, breach of confidentiality (including the obligations contained at Clause 18), and/or breach of any Relevant Laws arising in connection with this Agreement.

15.2 Without prejudice to Clause 15.1, 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.

16 LIMITATION OF LIABILITY

16.1 Sky's liability under the Agreement including any failure to provide the services as specified under this Agreement for any reason whatsoever or transmit the Creative as provided in this 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:

16.1.1 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 transmissions of the Creative equal to the shortfall; or



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

16.2 In no event shall Sky be liable for:

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

16.2.2 any loss or damage arising as a result of the content of any programme and/or channel,

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

16.3 Without prejudice to the provisions of Clauses 16.1 and 16.2, and Clause 16.5 and subject to Clauses 16.4 and 16.6, 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 16.3 shall not apply in respect of the Client's indemnity obligations at Clauses 5.5, 10.4, 14.1.6, 15.1, 20.1.3, and 3.1(c) of Annex B.

16.4 Subject to Clause 16.6 and except in respect of the Client's indemnity obligations at Clauses 5.5, 10.4, 14.1.6, 15.1, 20.1.3, and 3.1(c) of Annex B 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.

16.5 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.

16.6 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.

17 TERM AND TERMINATION

17.1 The Agreement shall commence when a Booking becomes legally binding in accordance with Clause 3.3 above and the Agreement shall continue in force and effect until the Campaign End Date unless terminated earlier pursuant to this Clause 17 of the Agreement (the "**Term**").

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

17.2.1 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;

17.2.2 the Client fails to comply with its obligations to pay the Fee in accordance with Clause 10;

17.2.3 the Client becomes insolvent, a person passes a resolution for either of 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;



17.2.4 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 and/or the programme and/or channel, or otherwise damaging to the Sky brand;

17.2.5 the Client undergoes a change of control (for the purposes of this Clause 17.2.5 "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

17.2.6 Sky's right to represent the sale of advertisements in respect of the programme and/or channel 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 Platforms or any broadcast or transmission on any platform.

17.3 In the event that the Agreement is terminated pursuant to Clause 17.2, without prejudice to its rights and remedies,

17.3.1 Sky shall be under no obligation to: (i) transmit any 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 17.3.2) the terms of Clause 17.3.1(ii) shall not apply in the event the Agreement is terminated in accordance with Clause 17.2.6;

17.3.2 the Client shall remain liable for any amount due for any Creative already provided and such an obligation to pay shall survive the termination of the Agreement; and

17.3.3 at the request of Sky, the Client shall return all Deliverables provided under the Agreement.

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

17.4.1 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

17.4.2 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.

18 CONFIDENTIALITY AND PERSONAL DATA

18.1 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 18 shall constitute a material breach of the Agreement.



- 18.2 Each party undertakes to the other party, subject to Clauses 18.3 and 18.4 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 18 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.
- 18.3 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 18. Each party shall remain principally responsible and liable for the compliance of its employees and officers with this Clause 18. Sky shall be entitled to share Confidential Information with any of its Affiliates.
- 18.4 Neither party will disclose Confidential Information to any third party (other than to its own employees and officers in accordance with this Clause 18), 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 law 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.
- 18.5 Unless otherwise agreed in writing, Client shall not transfer any 'Personal Data' (as that term is defined under the General Data Protection Regulation (EU 2016/679)) to Sky or its Affiliates pursuant to this Agreement. If at any time Sky is requested to process any such data in relation to this Agreement it shall immediately notify Sky in writing of such request and the parties will enter into good faith discussions to agree a data processing agreement based on Sky's standard data protection provisions and policies.
- 18.6 Subject to Clause 12, the Client acknowledges and agrees that at no time will Sky provide any 'Personal Data' (as that term is defined under the General Data Protection Regulation (EU 2016/679)) to the Client pursuant to this Agreement, unless otherwise agreed in writing.
- 18.7 The provisions of this Clause 18 shall expressly survive any termination, completion or assignment of the Agreement.

19 CHANGES TO TERMS AND CONDITIONS

- 19.1 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 Client places the Booking via email (or Sky's nominated automated system), or (ii) of signature of the Booking Form, or (iii) of the provision of the Campaign in the absence of (i) or (ii).



20 ANTI-FINANCIAL CRIME

20.1 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 17 (Term and Termination), if the Client breaches this Clause 20 or continued performance of the Agreement will cause a breach of any Anti-Financial Crime Laws then:

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

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

20.1.3 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 20.

21 AGENCY INCENTIVES

21.1 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).

22 ANTI-PIRACY

22.1 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:

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

22.1.2 procure its immediate removal;

22.1.3 investigate the cause; and



22.1.4 prevent any recurrence.

23 ENVIRONMENT

23.1 The Client acknowledges and understands the following:

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

23.1.2 the Sky Environmental Policy; and

23.1.3 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.

24 GENERAL

24.1 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.

24.2 Assignment

24.2.1 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.

24.2.2 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.

24.3 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.

24.4 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 Booking by notice in writing to the Affected Party.

24.5 Terms and Conditions and Waiver

24.5.1 Subject to Clause 24.2.2, any variation of the Agreement shall not be binding on either party unless agreed to in writing and signed on behalf of the parties.

24.5.2 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.

24.6 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 (including those set out in Annex B). 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.

24.7 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.

24.8 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.

24.9 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.





ANNEX A

Permitted Pixel Trackers

DoubleClick

[https://ad.doubleclick.net/ddm/ad/N3995.2053502ALL4/B_9308124.132362206;sz=1x1;ord=\[timestamp\];dc_lat=;dc_rdid=;tag_for_child_directed_treatment=?](https://ad.doubleclick.net/ddm/ad/N3995.2053502ALL4/B_9308124.132362206;sz=1x1;ord=[timestamp];dc_lat=;dc_rdid=;tag_for_child_directed_treatment=?)

Sizmek

[http://bs.serving-sys.com/BurstingPipe/adServer.bs?cn=tf&c=19&mc=imp &pli=19019261&PluID=0&ord=\[timestamp\]&rtu=-1](http://bs.serving-sys.com/BurstingPipe/adServer.bs?cn=tf&c=19&mc=imp &pli=19019261&PluID=0&ord=[timestamp]&rtu=-1)

Flashtalking

[https://servedby.flashtalking.com/imp/1/72413;2277792;2.01;pixel;4oD;4oD/?cachebuster=\[CACHEBUSTER\]](https://servedby.flashtalking.com/imp/1/72413;2277792;2.01;pixel;4oD;4oD/?cachebuster=[CACHEBUSTER])

ANNEX B

Personal Data Sharing Terms

This Annex forms part of and supplements the Sky Standard Terms and Conditions for LF Content ("LF Content T&C") that are entered into by Sky and the Client (each, a "Party" and, together, the "Parties"). This Annex consists of this front-end and the Schedule to Annex B. In the event of inconsistency between the terms of this Annex and the LF Content T&C, the terms of this Annex shall prevail.

1 Definitions and interpretation

1.1 In this Annex, the following terms shall have the following meanings:

- (a) "Applicable Data Protection Law" means (a) prior to 25 May 2018, the Data Protection Act 1998, or, from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679), and (b) Privacy and Electronic Communications (EC Directive) Regulations 2003, as well as, for each of (a) and (b) above, any national implementing laws, regulations and secondary legislation, as amended or updated from time to time. In the event, any such laws are repealed or replaced, the successor legislation to such repealed or replaced law(s) shall be deemed to constitute Applicable Data Protection Law; and
- (b) "Relevant Personal Data" has the meaning given to that term in the Annex.

1.2 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).

2 Data protection obligations

2.1 Sky may, from time to time and at its own discretion, permit and/or facilitate the collection and processing by the Client (the "Transferee") on a controller-to-controller basis the Relevant Personal Data for the purpose(s) described in the Schedule to this Annex.

2.2 Without prejudice to its obligations under the LF Content T&C, the Transferee shall:

- (a) provide to the data subject(s) to whom the Relevant Personal Data relate appropriate information as to how the Transferee 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 Transferee 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 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 Annex (including, for the avoidance of doubt, clause 2.2(b)), if the Transferee makes available any Relevant Personal Data to any third party (including any processor), ensure that the Transferee 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 Annex and the Transferee 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 Transferee 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 Transferee 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 Without prejudice to clause 12 of the LF Content T&C, the Transferee shall allow for and reasonably collaborate with (both at the Transferee'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 Transferee, 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 Transferee) to verify the Transferee's compliance with its obligations under this Annex and Applicable Data Protection Law.

3 Liability

- 3.1 Without prejudice to clauses 12 and 16 of the LF Content T&C:
- (a) Sky shall have no liability to the Transferee if the Relevant Personal Data Sky shares with the Transferee are inaccurate or incomplete; and
 - (b) Sky's maximum aggregate liability in respect of any losses or damages suffered or incurred by the Transferee arising out of or in relation to any proceedings, claim or action that concern the subject matter of this Annex and that result from any breach of contract, tort (including negligence and misrepresentation) or statute, shall be limited to £5,000; and
 - (c) the Transferee 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 Annex and that result from any breach of contract, tort (including negligence and misrepresentation) or statute (including Applicable Data Protection Law).

Schedule to Annex B

Purpose(s) for which the Transferee will process the Relevant Personal Data:	As set out in clause 12 of the LF Content T&C
Period/duration of such processing (if shorter than the term of the Agreement)	During the Campaign Period and for 90 days following the relevant Campaign End Date
Types of personal data (the " Relevant Personal Data ")	Any viewer/user's IP address and any other identifier that is received as a result of the tracker technology referred to in clause 12.2 of the LF Content T&C
Categories of data subjects to whom the Relevant Personal Data relate	Viewers of "LF Content" which receive LF Content (as further defined in the LF Content T&C)