



## SPONSORSHIP STANDARD TERMS AND CONDITIONS

### 1 DEFINITIONS

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

<b>“Act” or “Acts”</b>	means the Broadcasting Acts 1990 and 1996 and the Communications Act 2003 as amended or superseded from time to time;
<b>“Affiliate”</b>	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;
<b>“Agency”</b>	means the media buying agency (if there is one) acting on behalf of the Brand Owner, as specified in the Booking Form;
<b>“Agreement”</b>	means these Terms and Conditions and the Booking Form (including any additional terms and conditions that are cross-referenced to in the Booking Form and all Schedules attached);
<b>“BCAP”</b>	means the Broadcast Committee of Advertising Practice, or any successor organisation thereto from time to time;
<b>“BCAP Code”</b>	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Code of Broadcast Advertising' and any other code or guidance published by BCAP that may be applicable, as amended or superseded from time to time;
<b>“Booking Form”</b>	means the document containing the details of the Sponsorship to which these Terms and Conditions apply;
<b>“Brand”</b>	means the relevant brand of the Brand Owner as may be set out in the Booking Form and which is the subject of the Agreement;
<b>“Brand Owner”</b>	means the Brand Owner as specified in the Booking Form;
<b>“Broadcaster”</b>	means the broadcaster (if any) identified in the Booking Form;
<b>“Campaign Period”</b>	means the campaign period specified for each of the types of activities detailed in the Booking Form or as otherwise agreed between the parties from time to time;
<b>“CAP”</b>	means the Committee of Advertising Practice, or any successor organisation thereto from time to time;
<b>“CAP Code”</b>	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published by CAP that may be applicable, as amended or superseded from time to time;

- “Channel”** means the channel(s) set out in the Booking Form, in respect of which Sky controls, or is appointed to sell, the sponsorship rights;
- “Client”** means (a) the Agency acting on behalf of the Brand Owner; (b) where there is no Agency, the Brand Owner; or (c) where the context requires, both the Agency and the Brand Owner together;
- “Commencement Date”** means, notwithstanding a later date of signature, the earliest start date of a Campaign Period(s) specified in the Booking Form;
- “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 Brief”** means the document provided by Sky to the Client which sets out the timeframes for delivery of all relevant materials by the Client to Sky which are required by Sky in order to launch the Sponsorship;
- “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 Sponsorship Credit;
- “Fee”** means the total fee set out in the Booking Form;
- “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;
- “IPTV”** means internet protocol television;
- “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 applicable to the Programme or Sponsorship Credit or any other promotional/advertising activity described in the Booking Form, as may be amended or superseded from time to time, 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;



<b>“Production Services”</b>	has the meaning given to it at Clause 5.4;
<b>“Programme”</b>	means the programme(s) set out in the Booking Form, as transmitted by Sky from time to time. Where the Client sponsors: (i) a particular strand of programming; or (ii) a particular Channel, “Programme” shall be deemed to mean respectively: (i) all the programme(s) within the relevant strand of programming; or (ii) the Channel, as applicable, as set out further in the Booking Form;
<b>“Relevant Laws”</b>	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;
<b>“ROI”</b>	means Republic of Ireland;
<b>“Sky”</b>	means Sky UK Limited, the company registered in England & Wales under company number 02906991 with registered office at Grant Way, Isleworth, Middlesex, TW7 5QD;
<b>“Sky Environmental Policy”</b>	means 'Sky's Environmental Policy Statement' available at the following link <a href="https://www.skygroup.sky/about/suppliers">https://www.skygroup.sky/about/suppliers</a> , and as may be updated from time to time;
<b>“Sky Platform”</b>	means: (i) any platform by which Sky makes content (including third-party media partner channel content) available to viewers, including satellite, cable, online, digital, internet, IPTV and VOD; and (ii) any third-party platform in respect of which Sky is appointed for the sale of advertising and/or sponsorship;
<b>“Sponsorship”</b>	means the campaign as further described in the Booking Form;
<b>“Sponsorship Credit”</b>	means any material (including all trade marks, branding and content contained therein) to be transmitted in conjunction with the Programme across the Sky Platforms, as detailed in the Booking Form;
<b>“Term”</b>	has the meaning given to it at Clause 13;
<b>“Terms and Conditions”</b>	means these terms and conditions, which are available at the following link <a href="https://www.skymedia.co.uk/terms-and-conditions/">https://www.skymedia.co.uk/terms-and-conditions/</a> ;
<b>“Territory”</b>	means the territory/ies as set out in the Booking Form;
<b>“Underlying Materials”</b>	has the meaning given to it at Clause 5.4; and
<b>“VOD”</b>	means video on demand.



## **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 sponsorship purchased by a Client and together with the Booking Form, shall constitute the Agreement made between Sky and the Client in relation to the Sponsorship.
- 3.2 By entering into a Booking Form 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 Form, the terms of the Booking Form shall prevail.

## **4 SPONSORSHIP**

- 4.1 Sky hereby agrees to provide or procure the Sponsorship of the Programme by the Client during the Campaign Period within the Territory and subject to the terms and conditions of this Agreement.
- 4.2 The intended transmission dates and times for the Programme may be set out in the Booking Form, however Sky may, at its sole discretion and without prejudice to the provisions of Clause 12, suspend, cancel, or modify the Programme, and/or change the dates or timing of transmission of the Programme and/or Sponsorship Credit. Sponsorship of the Programme is subject to applicable regulatory restrictions.
- 4.3 The Sponsorship is subject to Sky obtaining all necessary licences, consents, and authorisations from third parties (including the rightsholder(s) of the Programme).
- 4.4 The Client acknowledges that the ROI feed for the Programme will in some circumstances be a simulcast of the UK feed and therefore contain the Sponsorship Credit, and any materials (including the Sponsorship Credit) supplied by the Client must be cleared for such usage. Unless otherwise agreed, Sky has not included any charge for the Sponsorship on the ROI feed in calculating the Fee.
- 4.5 Sky will not be prohibited from also carrying advertisements, promotions, or sponsorship on any programmes or channels (including the Programme) for any product or business whether competitive to the product or business of the Client or otherwise.



## 5 SPONSORSHIP CREDIT AND PROGRAMME

5.1 Notwithstanding any other provision of this Agreement, the Client acknowledges and agrees that Sky retains editorial control of the Sponsorship Credit and Programme at all times. Sky reserves the right in its absolute discretion to do any act or thing in respect of the transmission of the Sponsorship Credit or any part thereof which it deems necessary, acting reasonably (including editing, modifying, fading or cutting thereof).

5.2 Sky reserves the right at all times in its absolute discretion to:

5.2.1 reject or cancel the transmission of any Sponsorship Credit which it deems necessary, acting reasonably; or

5.2.2 remove any Sponsorship Credit from the transmission of a Programme or any Sky Platform which it deems necessary, acting reasonably,

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 Sponsorship Credit or any part thereof.

5.3 The Sponsorship Credit may only be transmitted by Sky where the Sponsorship Credit satisfies Sky's technical requirements (as may be notified by Sky to the Client from time to time) and complies with Relevant Laws. Sky acknowledges that for VOD Sponsorship Credit, there are no legal or regulatory requirements to comply with the BCAP Code or the Ofcom Codes, however for the purposes of consistency and quality, Sky requires that any VOD Sponsorship Credit delivered under the Agreement must comply with the BCAP Code and the Ofcom Codes as if it constituted a sponsorship credit on a normal linear transmission.

5.4 Where Sky (or Sky's nominated production company) produces the Sponsorship Credit (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 within the timeframes set out in the Creative Brief, unless otherwise agreed with Sky. Where the Client produces the Sponsorship Credit, the Client shall ensure that the Sponsorship Credit and any other materials are delivered to Sky in the format required by Sky and within the timeframes set out in the Creative Brief or as otherwise notified by Sky. Failure to comply with this Clause 5.4 may result in the Commencement Date being delayed. The Client acknowledges and agrees that notwithstanding any delay to the Commencement Date due to non-compliance with this Clause 5, the Fee shall still be payable.

5.5 If Sky removes or rejects the Sponsorship Credit for any reason, Sky shall notify the Client as soon as reasonably practicable, following which the Client shall submit an alternative Sponsorship Credit to Sky at its own cost in accordance with the time frames designated by Sky.

## 6 SKY PLATFORMS

6.1 The Client hereby acknowledges and agrees that where Sponsorship is provided on a Programme which is simulcast across more than one Sky Platform, then the Sponsorship Credit may, at the sole discretion of Sky, be transmitted across the other Sky Platform(s) without Sky



providing prior notice of such transmission to the Client. For example, if the Sponsorship is of a Programme transmitted across Sky News, it may also be simulcast across Sky Mobile. The simulcasting of the Sponsorship Credit across other Sky Platforms remains subject to the terms and conditions of this Agreement.

## 7 TERMS OF PAYMENT

- 7.1 The Client agrees to provide all necessary PO numbers and/or booking references required by Sky (the “**Deal Identifier Information**”) and Sky reserves the right in its absolute discretion to suspend or delay the Sponsorship until such time as the Client has provided the necessary Deal Identifier Information.
- 7.2 Sky shall invoice the Client for the Fee less the agreed Agency commission (such commission to be 15% unless stated otherwise in the Booking Form) as stated in the Booking Form, or if not stated in the Booking Form, at the end of the first calendar month of the Commencement Date. Unless otherwise expressly agreed by the parties in writing, the Client must ensure that payment is made to Sky in pounds sterling no later than the 25<sup>th</sup> of the first calendar month following the calendar month in which the invoice is dated. The Brand Owner shall be responsible for the payment of any commission to the Agency. The Client and Sky acknowledge that for the purposes of standard industry practice the Fee represents the ‘gross’ value of the Sponsorship under the Agreement (i.e. inclusive of agency commission but exclusive of VAT). The Brand Owner acknowledges and agrees that Sky is in no way liable for the payment of any commission to the Agency or otherwise and that if the Agency fails to perform any relevant obligation under this Agreement on the Brand Owner’s behalf (including paying the Fee) then the Brand Owner shall remain liable for the full performance of such obligation.
- 7.3 The Client must pay the Fee as specified in the Booking Form and Clause 7.2 above and all 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: (i) the Client will be responsible for all expenses (including reasonable legal fees) incurred by Sky in collecting the amounts due; and/or (ii) without affecting any other rights which it may have, Sky may (i) suspend the broadcast or transmission of the Sponsorship Credit until the relevant amount is paid and (ii) charge, in addition to all other sums due under this Agreement, any costs associated with removing the Sponsorship Credit from the Programme or any Sky Platform.
- 7.4 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.



## **8 NO ASSIGNMENT OR RE-SALE OF SPONSORSHIP**

- 8.1 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.
- 8.2 Sky shall be entitled to assign, transfer, novate, sub-contract, or otherwise dispose of any or all of its rights and obligations hereunder to any third party (including its Affiliates) without the prior written consent of the Client including that where the Sponsorship is of: (i) a Programme on a third-party media partner owned or operated channel; or (ii) a Channel owned or operated by a third-party media partner, Sky shall be entitled to assign, transfer, novate, sub-contract, or otherwise dispose of any of its rights and obligations hereunder to that third-party media partner.

## **9 LICENCE AND INTELLECTUAL PROPERTY RIGHTS**

- 9.1 Without prejudice to any rights Sky may have under law:
- 9.1.1 the Client hereby grants to Sky a worldwide, non-exclusive, royalty-free, transferable licence to (a) use, reproduce, display, and distribute the Sponsorship Credit (including all content, trade marks and brand features contained therein) across any and all Sky Platforms, including to modify and edit the Sponsorship Credit for the purpose of Sky performing its obligations under this Agreement; and (b) use the Sponsorship Credit for research, insight, and analysis purposes; and
- 9.1.2 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 Sponsorship Credit 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 Sponsorship Credit) for research, insight, and analysis purposes. In the event Sky is providing Production Services all references to the Sponsorship Credit in this Agreement also includes the Underlying Materials.
- 9.2 The Client grants to Sky the express right to:
- 9.2.1 reproduce throughout the world all or part of the Sponsorship Credit on or in any promotional or advertising material or campaign promoting or advertising Sky Platforms; and
- 9.2.2 include the Sponsorship Credit within a channel (or programme) which is received by a viewer by VOD means, or by means of an onward simultaneous stream.



- 9.3 Subject to Clause 9.4, where the Client produces the Sponsorship Credit, all Intellectual Property Rights in such Sponsorship Credit provided by the Client (excluding Sky's and/or the Broadcaster's trade marks and other Intellectual Property Rights) shall remain the property of the Client. Without prejudice to Clause 9.4, where the Client wishes to use Sponsorship Credit produced by the Client after the Campaign Period and the Sponsorship Credit includes Sky's Intellectual Property Rights and/or any Broadcaster Intellectual Property Rights (including any part of the Programme and/or Channel), such intellectual property must be removed prior to such further use.
- 9.4 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 Sponsorship Credit, 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 Sponsorship Credit 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 9.4 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 9.4 after the Campaign Period without Sky's prior written approval.
- 9.5 Unless otherwise agreed in writing, the Client is not entitled to, and shall not reproduce, display or otherwise use the title, logo, character(s), images, graphics, video, audio or any other element of the Programme for any purpose.

#### Deliverables

- 9.6 Where Sky has provided Deliverables to the Client, the Client shall use the Deliverables solely for the benefit of the Brand Owner and only for the Brand Owner'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 Brand Owner) 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 Brand Owner's internal business purposes.
- 9.7 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:
- 9.7.1 any inaccuracy, incompleteness or other error relating to any Deliverables provided by Sky or the Client's interpretation of the Deliverables; or
- 9.7.2 any failure of the Deliverables to achieve any particular result for the Client.



## 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 Brand Owner;
  - 10.1.3 the Brand Owner 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 Brand Owner to Sky in accordance with Clause 9 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 Brand Owner and/or any of the Brand Owner'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 Brand Owner 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 Sponsorship Credit 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 Sponsorship Credit 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 Sponsorship Credit 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 Sponsorship Credit does not contain anything which is defamatory, obscene, false or misleading;
- 10.3.4 the Sponsorship Credit does not contain any references, logos, or representations (whether spoken, in text, or picture form) of any entity other than the Brand Owner. For the purposes of this Clause 10.3.4, any Affiliate of the Brand Owner or other divisions within the Brand Owner shall be deemed to be entities which are not the Brand Owner;
- 10.3.5 the Sponsorship Credit complies with all Relevant Laws, including the BCAP Code and Ofcom Codes irrespective of whether the Sponsorship Credit constitutes broadcast advertising; and
- 10.3.6 any Sponsorship Credit 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.
- 10.4 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) suffered by, incurred by, or awarded against Sky, its Affiliates, officers, contractors, employees, and/or operator(s) arising as a result of or in connection with (i) any claims by a third party, actual or threatened, relating to any Intellectual Property Rights infringement, (ii) breach of the warranties contained at Clauses 10.1 and/or 10.3, (iii) breach of confidentiality (including the obligations contained at Clause 14), and/or (iv) 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 regulatory authority or agency in connection with the Sponsorship.

## **12 LIMITATION OF LIABILITY**

- 12.1 Sky's liability under the Agreement including any failure to provide the services as specified under this Agreement, or broadcast any Programme for any reason whatsoever, or transmit the Sponsorship Credit as provided in the Agreement whether in full or part (or in the event of any



other failure, technical or otherwise, of such Sponsorship Credit to appear as provided in this Agreement) will be limited (at the option of Sky) to either:

12.1.1 transmitting the Sponsorship Credit as soon as is reasonably practicable in the period following the period during which the Sponsorship Credit was scheduled to run and for such time as necessary to generate a number of broadcasts of the Sponsorship Credit 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 Sponsorship Credit 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 Programme,

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 10.1.6, 11.1 and 16.1.3.

12.4 Subject to Clause 12.6 and except in respect of the Client's indemnity obligations at Clauses 10.1.6, 11.1 and 16.1.3, 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: for (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 Booking Form; and (ii) the Commencement Date, and the Agreement shall continue in full force and effect for



the duration of the Campaign Period as set out in the Booking Form 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 Sponsorship of the Programme would be detrimental to the reputation of Sky and/or the Programme 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 sponsorship of the Programme 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 Sponsorship Credit from: (i) the Programme; (ii) the digital or VOD service (where applicable); and/or (iii) any Sky Platform.

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

13.3.1 Sky shall be under no obligation to: (i) transmit any Sponsorship Credit; or (ii) refund the Fee or other amounts paid by or on behalf of the Client to Sky in respect of Sponsorship which has not been provided, save that (subject to Clause 13.3.2) the terms of this 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 for any Sponsorship Credit 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 Sponsorship 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 Booking Form; and (ii) the Commencement Date.

## 16 ANTI-FINANCIAL CRIME

- 16.1 The Client represents and warrants that it shall not and shall ensure 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 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, Fraud Act 2006, Economic Crime and Corporate Transparency Act 2023, any sanctions or export controls regime administered or 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, and any laws applicable to the Client having similar effect to the foregoing (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 in Sky's reasonable opinion, the Client has breached this Clause 16 or continued performance of the Agreement by the Client or Sky will cause either party to breach any Anti-Financial Crime Laws:

16.1.1 the Client shall fully cooperate with Sky in reviewing and if possible, remedying the breach or prospective breach (including providing any information reasonably requested by Sky for this purpose);

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 damages, liabilities or costs suffered or incurred by it arising out of or in connection with a breach by the Client 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 Brand Owner'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 Brand Owner in respect of any such deal incentive payments or benefits as required by any disclosure obligations it has to the Brand Owner 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 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.

## 20.3 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.

## 20.4 Terms and Conditions and Waiver

20.4.1 Subject to Clause 8, any variation of the Agreement shall not be binding on either party unless agreed to in writing and signed on behalf of the parties.

20.4.2 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.

## 20.5 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.

## 20.6 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.

## 20.7 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.



## 20.8 **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.