

## GENERAL TERMS AND CONDITIONS

### 1. Definitions and interpretations

1.1 In this Agreement unless otherwise stated or unless the context otherwise requires:

**Advert** means a 'spot' advert for radio Broadcast;

**Advertising** means any activity booked by the Client and/or Advertising Agency (including the Broadcast of an Advert) that is not a Promotion or Show Sponsorship;

**Agreement** means this agreement which is constituted by the Cover Sheet, these General Terms and Conditions, the Event T&Cs, the Commercial T&Cs and all schedules thereto;

**Applicable Law and Regulations** means any and all statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction; best industry practice; the rules of any tribunal or competent authority having jurisdiction over this Agreement; all rules, regulations, instructions or orders communicated by or on behalf of Global; the Contractor's Pack; the Venue Hire Agreement(s); the Venue Rules; all Licences; and all local authority requirements and instructions;

**Artist(s)** means any artist(s) appearing at any of the Event(s);

**Brand Guidelines** means guidelines issued by or on behalf of Global setting out requirements for use of the Event Mark(s), which will be supplied by Global to Client;

**Broadcast** means the broadcast, transmission, publication, use or other delivery (as applicable) on all and any relevant Media Platforms;

**Campaign Materials** means any content, materials and/or deliverables, whether physical or digital, created for the Campaign;

**Client Materials** means any materials, whether physical or digital created by or on behalf of Client, which in any way use or incorporate all or any of the Event Mark(s) or which in any way refer to the Event(s);

**Commercial T&Cs** means the Commercial Terms and Conditions, which form part of this Agreement;

**Confidential Information** means all proprietary and confidential information of a Party which by its very nature should be treated as confidential or which is designated as confidential by a Party, including:

(i) information relating directly or indirectly to such Party's business, including details of trade secrets, know-how, plans, strategies, ideas, operations, compliance information, processes, methodologies and practices;

- (ii) information relating directly or indirectly to such Party's customers, suppliers or business partners (or potential customers, suppliers or business partners);
- (iii) works of authorship, products and materials written and prepared by or on behalf of such Party, software, data, diagrams, charts, reports, designs, specifications, inventions and working papers or similar materials of whatever nature and on whatever media; and
- (iv) the provisions of this Agreement;

**Contractor's Pack** means any and all information provided to Client by or on behalf of Global in relation to the Event(s), to include by way of example, health and safety policies and recycling policies;

**Costs** means (where applicable) the costs specified in the Cover Sheet including the Prize Fund and such other costs as may be agreed from time to time by the Parties;

**Cover Sheet** means the cover sheet between Global and Client/Advertising Agency setting out the commercial terms;

**Data Controller** means the person, corporate body, unincorporated association, partnership or other body, which alone or jointly with others, determines the purposes and means of the processing of Personal Data;

**Data Privacy Laws** means applicable laws and regulations relating to the processing of Personal Data including the European General Data Protection Regulation 2016 (GDPR), Data Protection Act 2018 (DPA) and Privacy and Electronic Communications Regulations 2003 (as amended) (PECR);

**Data Processor** means the person, corporate body, unincorporated association, partnership or other body which processes Personal Data on behalf of the Data Controller;

**Event T&Cs** means the Event Terms and Conditions, which form part of this Agreement;

**Force Majeure Event** means any event or series of events beyond a Party's reasonable control preventing or delaying it from complying with all or any of its obligations hereunder including an act of God, fire, flood, lightning, any abnormally inclement weather, any natural disaster, explosion, war, riot, civil unrest, terrorism, interruption or failure of power supplies or transport, strike lockout, an event that otherwise affects the programming of Campaigns (including any law or regulatory order, power failure, breakdown or failure of software or machinery, interruption of Broadcast, unforeseen technical failure, death of royalty or other public figure, failure of sub-contractors, suppliers or labour dispute, newsworthy and/or sensitive story), or the threat of any of the aforementioned;

**Group Company** means Global Media and Entertainment Limited together with any entity or association which from time to time is directly or indirectly controlled by, controlling or under common control with any of the

forementioned or in which any of the aforementioned otherwise have an interest;

**Infrastructure** means such infrastructure, vehicles and any other equipment whatsoever which Client intends to use in relation to the Event(s) to exercise the Event Rights;

**IPR** means any patents, utility model rights, copyright, trademarks, service marks, trade, business and domain names, database rights, design rights, topography rights, moral rights, goodwill, rights in any Confidential Information and all other similar or analogous rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights in each case in any part of the world, and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world;

**Licences** means any and all licences, permissions and consents in relation to the Event(s), including the premises licence, personal licences, all licences and permissions granted by the local authority, licensing authority or third party in relation to the Event(s);

**Losses** means any and all loss, claims, actions, proceedings, awards costs, damages, fines, expenses, fees (including legal and other professional fees), actions, proceedings, settlements, penalties, judgements, demands and liabilities of any nature whatsoever and whether or not reasonably foreseeable or avoidable;

**Media Platforms** means all and any of the radio station(s), website(s), mobile or other platforms on which the Campaign is being Broadcast as set out in the Cover Sheet or as otherwise agreed between the Parties;

**Party** means a party to this Agreement;

**Personal Data** means any information relating to an identified or identifiable natural person including a name, identification number, location data or online identifier;

**Personnel** means the staff, employees, agents, servants and/or sub-contractors engaged by Global and/or Client or by a sub-contractor of Global and/or Client in relation to this Agreement;

**Prize Fund** means, in relation to a Promotion, the sum that Client agrees to pay Global for it to source Prize(s) as set out in the Cover Sheet or as otherwise agreed between the Parties;

**Prize(s)** means, in relation to a Promotion, the prizes to be supplied by Client (if any) as set out in the Cover Sheet or as otherwise agreed between the Parties;

**Promotion** means the Client's association with a competition led Broadcast that results in the awarding of a Prize;

**Show Sponsorship** means the Client's association with either an on-air show or an outside Broadcast;

**Term** means the duration of this Agreement as set out in the Cover Sheet;

**Venue Hire Agreement(s)** means the agreement(s) in relation to the hire of the Venue(s) for the Event(s);

**Venue Rules** means any and all rules relating to the Venue(s) made known to Client by Global or by any third party on Global's behalf whether in writing, online or otherwise.

- 1.2 References to clauses and schedules are to the clauses and schedules in this Agreement. All schedules to this Agreement shall for all purposes form part of this Agreement.
- 1.3 Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement.
- 1.4 Where the context requires, the singular includes the plural and vice versa.
- 1.5 Any and all references to "include" and "including" shall be construed as "include without limitation" or "including without limitation" as appropriate.
- 1.6 Any references to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 Any obligation by Client not to do any act, matter or thing includes an obligation not to permit or cause the doing of such act, matter or thing by a third party.
- 1.8 Where matters are to be agreed between the parties, the parties shall act reasonably and in good faith in agreeing such matters.
- 1.9 Where approval or consent is required to be in writing, email will suffice unless stated otherwise.
- 1.10 In all instances where a Party's approval or consent is required, such approval or consent shall not be unreasonably withheld, delayed or conditioned unless stated otherwise.
- 1.11 All terms defined in the Cover Sheet shall have the same meaning in these General Terms and Conditions, the Event T&Cs, the Commercial T&Cs and vice versa.
- 1.12 If Advertising Agency is a Party under the Agreement, both Client and Advertising Agency shall be joint and severally liable hereunder.

## **2. IPR and Promotional Materials**

- 2.1 Client hereby grants Global and Global and accept(s) a non-exclusive, non-assignable royalty free licence

to use the Client Mark(s) for all purposes relating to delivering the Event Rights and Campaign to Client, subject to Global complying with any guidelines relating to the use of Client Mark(s) as provided to Global by Client prior to the Effective Date. Client shall at its own expense supply to Global the finished artwork of Client Mark(s) within a reasonable time from the Effective Date and in a suitable form to enable the Client Mark(s) to be used by and reproduced by Global in order for Global to provide the Event Rights to Client and to comply with its obligations hereunder in relation to the Campaign.

- 2.2 Client agrees and consents to the use and reproduction by or on behalf of Global of the Client Mark(s) in any audio, visual and audio-visual or electronic recordings of the Event(s) (in the sense of incidental inclusion thereof), by all or any means and in all or any form of media whether now known or invented in the future, for the purposes of advertising the Event(s) and/or future versions of the Event(s).
- 2.3 Client shall not in any way alter the Event Mark(s).
- 2.4 The Parties acknowledge that they shall not acquire by operation of this Agreement or otherwise any IPR relating to another Party and Client acknowledges that it shall not acquire by the operation of this Agreement or otherwise any IPR relating to Global, any Group Company, any Global brand, any of the Event(s) and/or any Artist(s).
- 2.5 Global hereby grants Client and Client accepts a non-exclusive, non-assignable, royalty free licence to use the Event Mark(s) within the Territory during the Term for the purposes set out in this Agreement. Client shall ensure that each use of the Event Mark(s) has been approved in writing in advance of such use by Global on each occasion and shall be in accordance with the terms and conditions of this Agreement, all instructions issued by or on behalf of Global and the Brand Guidelines.
- 2.6 Client shall ensure that all proposed uses by it of the Event Mark(s) shall be provided to Global no later than 30 days before the Event.
- 2.7 All IPR belonging to a Party before the execution of this Agreement shall remain vested in that Party and all goodwill resulting from the use by one Party of the other's IPR shall accrue to the relevant licensor of such rights. All rights in and to any materials produced for the Event(s) shall be the sole and exclusive property of Global, and if Client acquires, by operation of law or otherwise, title to any such rights, they shall be assigned to Global on request.
- 2.8 Client shall, at the request of Global, promptly withdraw any Client Materials which, in Global's reasonable opinion do not comply with the provisions of this Agreement.

2.9 Global shall own the IPR in the Campaign and all Campaign Materials together with any associated goodwill therein (except to the extent that Client has provided content for the Campaign).

2.10 Client shall not use or permit any third party to use the Campaign Materials independently of the Campaign.

### **3 Fees, Costs and Payment**

3.1 In consideration of Global delivering the Campaign and granting the Event Rights, and subject always to receipt of valid invoice(s) therefore, Client shall pay, or as applicable, shall instruct Advertising Agency to pay the Fee by no later than the Fee Payment Date(s) and Advertising Agency agrees to do so in consideration of the benefit received by it from Client under the terms of a separate agreement between it and Client.

3.2 The Fee is exclusive of VAT, which Client shall pay or instruct Advertising Agency to pay in addition. The Fee shall be paid in cleared funds in the same currency as the invoice and without any withholding, deduction, set-off or counterclaim whatsoever.

3.3 Where any Costs are identified, quantified or varied after the start of the Agreement, Global will submit these to Client for its approval (not to be unreasonably withheld or delayed) prior to expenditure where reasonably practicable. If Client unreasonably withholds or delays its approval, Global may need to delay or cancel the Campaign but Client's obligation to pay for the Campaign will not be affected.

3.4 In respect of any payment to be made under this Agreement, time shall be of the essence.

3.5 If Client fails to pay the Fee (or part thereof) on or before the Fee Payment Date(s) Global may:

- (a) refuse to Broadcast, or immediately cease Broadcasting, the Campaign without any obligation to Client and Client shall have no claim against Global; and/or
- (b) terminate the Campaign for material breach in accordance with clause 9.2 of the General Terms and Conditions; and/or
- (c) charge Client interest at a rate of 2% per annum above the base lending rate from time to time of Barclays Bank on any amount not paid by the due date for payment. Interest is calculated on a daily basis and accrues from the due date for payment until receipt by Global of the full amount (including any accrued interest) whether before or after judgment. The Parties acknowledge and agree that the interest payment set out in this clause is, in the context of the activities contemplated under this

Agreement, a "substantial remedy" (as this expression is used in the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time)).

3.6 Global is entitled to set-off monies held by Global for Client/Advertising Agency against any monies due by Client/Advertising Agency to Global.

3.7 Client shall be responsible for all costs incurred by it or on its behalf in connection with the exercise of the Event Rights save where this Agreement expressly provides otherwise.

#### **4 Data Protection**

4.1 To the extent that a Party is a Data Processor of Personal Data processed for another Party under this Agreement, it shall to the extent permitted by law:

4.1.1 put in place appropriate technical, physical and organisational measures against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, unauthorised disclosure of or access to Personal Data;

4.1.2 only appoint sub-processor(s) to process the Personal Data with the Data Controller's prior written consent and on equivalent terms as this Agreement provided that the Data Processor shall remain fully liable to the Data Controller for the performance of the obligations of any such sub-processor(s);

4.1.3 not disclose any Personal Data to any third party without the prior written consent of the Data Controller;

4.1.4 not send the Personal Data outside of the EEA without permission of the Data Controller unless authorised in writing to do so by the Data Controller and if so requested will put in place any arrangement deemed necessary to ensure any such transfers are lawful under applicable Data Privacy Laws;

4.1.5 upon expiry or termination of the Agreement, immediately cease to process the Personal Data and shall arrange for its safe return or destruction as shall be agreed with the Data Controller at the relevant time;

4.1.6 assist the Data Controller to respond to any complaints or requests in relation to the Personal Data;

4.1.7 ensures that only its employees authorised to process the Personal Data have access to

the Personal Data have committed themselves to confidentiality;

4.1.8 notify, co-operate and assist the Data Controller as soon as reasonably practical, in the event that it receives a request, communication or notice from:

4.1.8.1 the Supervisory Authority in respect the performance of its obligations under this agreement;

4.1.8.2 any other regulatory or law enforcement body; and

4.1.8.3 any customer exercising his or her rights under the Data Privacy Laws.

#### **5 Personnel and Sub-contractors**

5.1 Client will ensure that all Client Personnel are experienced, adequately trained, smartly presented, and carry out their obligations in a professional manner, in accordance with best industry practice and fully comply with all Applicable Laws and Regulations.

5.2 Global reserves the right to refuse to admit to, or remove from, the Venue(s) any Client Personnel whose admission or presence would, in Global's reasonable opinion, be undesirable or would represent a threat to confidentiality or security. Global shall notify Client of any such refusal and/or removal and the exclusion of any such individual(s) from the applicable Venue(s) shall not relieve Client from the performance of its obligations under this Agreement.

5.3 Client warrants and undertakes that all persons engaged for the purpose of exercising the Event Rights are and will at all times throughout the Term entitled to work without restriction in the both United Kingdom and country in which the Event(s) is taking place and that Client has carried out all appropriate checks to satisfy itself as to the correctness of the foregoing.

#### **6 Warranties**

6.1 Each Party warrants and undertakes to the other that:

6.1.1 it has and will continue to have throughout the Term, the full right, title and authority to enter into this Agreement and perform its obligations hereunder;

6.1.2 the officer signing this Agreement has full power and authority to enter into this Agreement on its behalf and thereby to bind it; and

6.1.3 it will comply with the Data Privacy Laws.

6.2 Client warrants and undertakes to Global that it:

- 6.2.1 shall obtain and maintain in force at all times all licences, consents, certificates, registrations, permissions, permits and waivers needed to exercise the Event Rights;
- 6.2.2 owns or has obtained and paid for and will maintain all necessary licences and consents, rights and waivers required for the Broadcast of any material protected by IPR or other rights contained in any materials provided by Client for the Campaign;
- 6.2.2 shall perform its obligations hereunder and exercise its rights hereunder in accordance with; and shall ensure that the Infrastructure, Products (including any products or services which are subject of, and/or which are reasonably associated with the Campaign), Client Materials and all deliverables are in a good state of repair, are fit for purpose, in the case of Products are fit for human consumption (if applicable) and in all cases are fully compliant with:
- 6.2.2.1 all reasonable care and skill;
- 6.2.2.2 best industry practice;
- 6.2.2.3 the highest standards of safety;
- 6.2.2.4 all Applicable Laws and Regulations (including any legal and regulatory requirements or codes of practice relevant to Client's industry, whether voluntary or obligatory); and
- 6.2.2.5 all requirements set out in the Cover Sheet.
- 6.2.3 shall not and shall ensure that none of its directors, officers or Client Personnel shall make any statement or do any act which may reasonably be regarded as bringing Global, any Group Company, the Event(s) and/or any Artist(s) into disrepute;
- 6.2.4 shall at all times act in an open manner and in the utmost good faith and shall provide Global with any information reasonably requested by Global in connection with its activities hereunder;
- 6.2.5 shall comply with clause 2.2 in the Commercial T&Cs and shall ensure that all and any Prize(s) offered by Client in connection with the Campaign (if any) will be lawful, safe and compliant with any relevant laws and regulations;
- 6.2.6 shall not undertake, nor authorise any "flyposting" to be undertaken in contravention of the Town and Country Planning Acts (Control of Advertisements) Regulations 1989 and shall immediately remove any such advertising undertaken or arranged by Client upon it being brought to its attention. Client shall be liable to Global for all costs incurred by Global in the removal of such posters and/or fines and/or payments that Global may be required to pay (if any); and
- 6.2.7 shall inform Global immediately upon becoming aware of any fact, matter or circumstance which might make any of the warranties and/or undertakings above untrue, inaccurate or misleading or which might affect its ability to perform its obligations pursuant to this Agreement. Client shall, where applicable, provide such documentation as Global requires evidencing compliance with the same.
- 6.3 Client warrants, undertakes and represents that:
- 6.3.1 the Campaign is legal, decent, honest and true;
- 6.3.2 claims made in the Campaign are accurate and fair and can, if required, be substantiated by documentary evidence;
- 6.3.3 the use by Global of the Client Mark(s) and any materials it provides for the Campaign in accordance with the terms of this Agreement shall not: infringe the IPR of, be defamatory of or otherwise infringe any rights of any third party or give rise to a claim for passing off; be inaccurate, misleading, obscene or offensive; in any way contravene any relevant legal or regulatory requirement or code of practice (whether voluntary or obligatory) from time to time.
- 6.4 Client shall not, without the prior written approval of Global, engage in any joint promotional activity or otherwise exploit any of the Event Rights with or in connection with any third party nor exercise them in any manner such that confusion may arise in the minds of the public as to who the sponsor of the Event(s) is and in relation to which Sector.
- 6.5 Global warrants and undertakes that it will:
- 6.5.1 organise the Event(s) to the best of its ability in accordance with good industry standards and practice;
- 6.5.2 deliver the Event Rights to the Client;
- 6.5.3 ensure that there is a valid premises licence in place for each Venue for the duration of the Event(s);

- 6.5.4 have the right to use and license the use of the Event Mark in the Territory to the extent required for Client to exercise the Event Rights and use the Event Mark in accordance with the terms of this Agreement;
- 6.5.5 not and will procure that neither the Global nor the Global Personnel defame or make derogatory statements about Client, its Products or Brand; and
- 6.5.6 provide reasonable support to Client in the course of Client seeking to exercise the Event Rights.

- 7.5.3 any claim made against Global that its use of the Client Materials infringes any rights (including IPR) of any third party;
- 7.5.4 any claim made against Global in relation to any of the Products.

7.6 Client shall notify Global immediately on becoming aware of any fact or circumstances that could trigger the indemnity in clause 7.5 and shall provide all reasonable assistance to Global and/or its insurers for the purposes of dealing with any action, claim or matter to which clause 7 applies.

## **8 Liability**

8.1 Nothing in this Agreement shall exclude or limit or be deemed to exclude or limit liability for:

- 8.1.1 death or personal injury arising from the negligence of any Party or any person for which that Party is vicariously liable;
- 8.1.2 fraudulent misrepresentation; or
- 8.1.3 any other liability the exclusion or limitation of which is prohibited by law.

8.2 Subject to clause 8.1, none of the Parties shall be liable to another Party, whether such liability arises in contract, tort (including negligence) or otherwise, for

- 7.2.1 any indirect, special or consequential loss or damage;
- 7.2.2 any loss of profit or anticipated profit, use, business, contracts or anticipated savings, any pure economic loss; or
- 7.2.3 damage to goodwill and/or any loss of opportunity to enhance another Party's brand or reputation even if another Party has been advised of the possibility of such loss or damage.

8.3 Subject to clauses 8.1 and 8.2, Global's maximum aggregate liability under this Agreement (whether in contract, tort, or otherwise (including any liability for any negligent act or omission)) howsoever arising out of or in connection with the performance of its obligations under this Agreement shall be limited to such part of the Fee paid to Global under this Agreement above as at the date of such liability manifesting.

8.4 Global shall not be liable for any failure to provide any Event Rights which it is obliged to provide hereunder to the extent that such failure arises as a result of any act or omission of Client or any Client Personnel.

8.5 Without prejudice to the terms of clause 8.1, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent

## **7 Insurance and Indemnity**

7.1 Client shall during the Term carry adequate insurance cover with a reputable insurer in respect of all risks for which it is prudent for Client to insure against hereunder, including:

- 7.1.1 public liability insurance with a limit of no less than £5 million;
- 7.1.2 employer's liability insurance with a limit of no less than £10 million; and
- 7.1.3 product liability insurance with a limit of no less than £5 million.

7.2 Client shall upon request supply a copy of the policies detailed above (or other documentary evidence) and the premium receipt to Global.

7.3 Global shall carry insurance cover with a reputable insurer with a sufficient level of cover against all risks normally insured against when organising, promoting and producing events such as the Event(s).

7.4 Client shall be liable for damage to property or personal injury arising from or in connection with its acts or omissions (together with those of the Client Personnel) in connection with this Agreement.

7.5 Without prejudice to any rights or remedies implied by statute or common law, or under any provisions of this Agreement, Client shall indemnify and keep fully and effectively indemnified Global from and against any and all Losses incurred or suffered by any of them, arising directly or indirectly, out of or in connection with:

- 7.5.1 any act or omission of Client or any Client Personnel, including any breach or non-performance of this Agreement;
- 7.5.2 any breach of its warranties in clause 6 of these General Terms and Conditions;

permitted by law, excluded from this Agreement.

8.6 Without prejudice to the terms of clauses 8.1 to 8.5, Global shall not under any circumstances be liable for any loss, damage, unauthorised use or delay in delivery of any recordings, scripts or other material relating to the Campaign. Global may destroy the Campaign Materials (or part(s) thereof) after a period of three (3) months following the end of the Campaign Term without further reference to Client.

8.7 The provisions of this clause 8 shall survive termination or expiry of this Agreement.

## 9 Termination

9.1 Termination of this Agreement shall be without prejudice to any rights or remedies which may have accrued as at termination.

9.2 Subject to the provisions of clause 9.3, each Party shall be entitled to terminate this Agreement upon giving notice in writing (where email shall not suffice) to another Party if:

9.2.1 another Party commits a material breach of a term of this Agreement and fails to remedy the same, if capable of remedy, within seven (7) days after receipt of a written notice to do so; or in the case of Global exercising its rights under this clause, within such time as Global, acting reasonably, considers is reasonable given the timing of such breach and its potential effect on the Event(s), Event Rights and/or Campaign; or

9.2.2 another Party becomes bankrupt or insolvent, enters into liquidation (other than voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation), enters into any arrangement or composition with its creditors or any of them or has an administrator appointed over all or part of its property or assets, ceases or threatens to cease to carry on business or is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or any event occurs, or proceeding is taken, with respect to another Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 9.2.2.

9.3 The Parties acknowledge that if a Party exercises its right to terminate under clause 9.2 above as a result of a breach relating solely to (i) the Campaign, such termination shall relate only to such part of the Agreement as relates to the Campaign and the Agreement shall remain in full force and effect in relation to the Event(s) and the Event Rights; or (ii) the Event(s), such termination shall relate only to such part of the Agreement as relates to the Event(s) and the Agreement shall remain in full force and effect in relation to the Campaign.

9.4 Termination or expiry of this Agreement for any reason shall not affect the coming in to force or the continuation in force of any provisions which are expressed or implied to come into force on or after such expiry or termination, or which are required to give effect to such expiry or termination. Without prejudice to the generality of the foregoing, clauses 7 (indemnity), 8 (liability), 9 (termination), 11.5 and 11.6 (confidentiality) survive such expiry or termination.

9.5 Upon termination or expiry of this Agreement and without affecting any other rights or remedies of any Party:

9.5.1 all rights and licences granted to Client hereunder shall cease with immediate effect and such rights shall immediately revert to Global who shall be entitled to grant all or any of them to any third party;

9.5.2 Client shall not use or exploit its previous connection with the Event(s) whether directly or indirectly save that Client shall be entitled to refer to the fact that it was a sponsor of the Event(s) and/or the Campaign in a factually accurate and historical context;

9.5.3 such termination or expiry shall be without prejudice to any accrued rights or obligations of any Party under this Agreement;

9.5.4 Client shall immediately (without deduction or set off of any kind, whether legal or equitable) pay Global all amounts then due and payable under the Agreement; and

9.5.5 both Parties shall return or procure the return to the other relevant Party of any property supplied to it by such Party, together with all samples, documents, records and other materials supplied by, belonging to or required by such Party, and together with all copies of the same (except to the extent that the same consists of promotional materials already prepared by Global).

9.6 Global may, at any time and without incurring any liability to Client whatsoever, discontinue or decline to Broadcast the Campaign without giving any reason in which case (unless due to any act or omission of Client) Global shall refund any part of the Fee that has been paid which relates to the part (or all) of the Campaign not Broadcast by Global.

9.7 The Parties acknowledge that, notwithstanding any other term in any part of this Agreement, if this Agreement is terminated insofar as it relates to the Campaign and/or if the Campaign is discontinued, cancelled, curtailed or not Broadcast in any manner, the Agreement shall remain in full force and effect in relation to the Event(s) and the Event Rights.

## 10 Cancellation and Force Majeure

- 10.1 If a Party is prevented or delayed in the performance of any of its obligations hereunder as a result of a Force Majeure Event, then such Party shall not be in breach of this Agreement for such failure to perform or delayed performance.
- 10.2 A Party so prevented or delayed from performing its obligations shall promptly notify the other Parties of the matters constituting the Force Majeure Event and provide its best estimate of the likely extent and duration thereof. A Party claiming to be prevented or delayed in the performance of any obligations hereunder by reason of a Force Majeure Event shall use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which this Agreement may be performed despite the continuance of the Force Majeure Event.
- 10.3 As soon as reasonably possible after the end of the Force Majeure Event, the affected Party shall give written notice to the other Parties that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.
- 10.4 Global reserves the right to cancel one or more of the Event(s) in whole or in part for any reason, including by reason of a Force Majeure Event, without incurring any liability of any nature to Client, subject to the terms of clause 10.5. Global shall notify Client of such cancellation as soon as possible, but shall not be in breach of this Agreement nor incur any liability by virtue thereof.
- 10.5 If any Event is cancelled (in whole or in part) for any reason other than as a result of any act or omission of Client, the parties will discuss such cancellation in good faith and ascertain whether it is possible to grant alternative rights as a substitute to those granted hereunder, subject to a deduction for any third party costs incurred or contractually committed to as at that date by Global and having regard to the benefit or value already accrued to Client at the time of such cancellation.
- 10.6 If Global has incurred any costs at that stage, it shall provide details thereof to Client and Client shall pay to Global a sum equivalent to such costs, upon demand without any set off of any kind (whether legal or equitable).
- 10.7 For the avoidance of doubt, if this Agreement relates to more than one Event, should some but not all Events be cancelled in whole or in part, this Agreement shall continue in full force and effect in relation to the remaining Event(s).

## 11 General

- 11.1 This Agreement contains the entire agreement and understanding of the Parties in relation to all matters referred to herein and supersedes all prior

agreements, understandings or arrangements (both oral and written) between them relating to the subject matter of this Agreement. The Parties understand that they have not entered into this Agreement on the basis of any representations, warranty or undertaking that are not expressly included in this Agreement, however, nothing in this Agreement attempts to exclude liability for fraud or fraudulent misrepresentation.

- 11.2 Subject to the provisions of clauses 11.3, none of the Parties may assign or otherwise deal in any other manner with all or any of its rights under this Agreement or purport to do the same without the prior written consent of the other.
- 11.3 Subject to clause 3.1.2 of the General Terms and Conditions, each of the Parties shall be entitled to sub-contract its rights or obligations under this Agreement provided always that such Party remains primarily liable for the performance of such obligations and for all acts and omissions of any third party appointed by it under this Agreement.
- 11.4 Nothing contained in this Agreement shall constitute or create in favour of Client a tenancy of the Venue(s) or part thereof or give Client the right to exclusive possession thereof. Nothing in this Agreement shall create or be construed as creating the relationship of Landlord and Tenant between Global and Client.
- 11.5 Each Party shall, subject to clause 11.6:
- 11.5.1 keep all Confidential Information confidential;
- 11.5.2 not, without the prior written consent of the other Parties divulge, transmit or otherwise disclose to any person, firm or corporation any Confidential Information; and
- 11.5.3 only use the Confidential Information for the purpose of exercising its rights and performing its obligations hereunder.
- 11.6 Clause 11.5 shall not preclude any Party from disclosing any Confidential Information:
- 11.6.1 to its employees or agents who are providing services pursuant to this Agreement or its professional advisors on the basis such persons are notified of the terms of this clause 11 and the disclosing Party ensures that such persons adhere to its provisions;
- 11.6.2 as required by law or regulatory authority; or
- 11.6.3 which comes into the public domain other than as a breach of this Agreement.



- 11.7 The parties are independent contractors and nothing in this Agreement shall create or be deemed to create a partnership, joint venture or principal-agent relationship between Client, Global and Advertising Agency and none of the Parties shall have the authority to act in the name of or bind any of the other Parties in any way.
- 11.8 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable then the remaining provisions shall remain in full force and effect.
- 11.9 No delay or omission in exercising any right or remedy provided hereunder shall be construed as a waiver of such right or remedy and/or any subsequent right or remedy.
- 11.10 If there is any inconsistency or conflict between the terms of the Cover Sheet; these General Terms and Conditions, the Event T&Cs and the Commercial T&Cs; then the Cover Sheet shall take precedence, followed by the General Terms and Conditions, and then the Event T&Cs and the Commercial T&Cs.
- 11.11 Unless stated otherwise herein, no variation of this Agreement shall be valid unless it is in writing signed by both parties.
- 11.12 Notice given under this Agreement shall be in writing (where email shall not suffice), sent to the address given in this Agreement (or such other address as notified hereunder) and shall be delivered personally or sent by pre-paid, first-class post, courier or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery or in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting or in the case of by courier, upon delivery by courier; and, if deemed receipt under this clause 11.12 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient, in the case of post, that the envelope containing the notice was properly addressed and posted by an authorised representative of the relevant Party.
- 11.13 This Agreement is not intended by the parties to give rise to any right which is enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.14 This Agreement and any contractual or non-contractual dispute or matter arising out of it shall be governed by, construed and take effect in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or matter arising hereunder.

#### **EVENT TERMS AND CONDITIONS**

#### **1. Event Rights**

- 1.1 In consideration of and subject to the payment of the Fee, Global hereby grants to Client the Event Rights for use by Client in the Territory in accordance with and subject to the terms of the Agreement during the Term.
- 1.2 Unless stated otherwise in the Cover Sheet, the Event Rights are non-exclusive.
- 1.3 All rights not expressly granted to Client hereunder are hereby reserved to Global.
- 1.4 Without prejudice to any other term in the Agreement, Client shall not:
- 1.4.1 do anything in relation to the Event Rights and/or Event(s) unless the same has been approved by Global in writing and shall comply with Global's reasonable instructions in relation to the Event(s) and the Event Rights at all times;
- 1.4.2 at any time use any or all of the Event Rights in any manner which is materially prejudicial to Global, any Group Company, any Event(s), any Global or any Artist(s); or
- 1.4.3 use any "official designation" without the prior written approval of each Global.
- 1.5 Client shall, unless agreed otherwise with Global,:
- 1.5.1 only exercise the Event Rights at the Event(s) within the Venue(s) and not outside the Venue(s) boundary;
- 1.5.2 not use the name(s), logo(s), likenesses and/or biographical material(s) of any Artist(s). To avoid doubt, any such use in a way which may directly or indirectly suggest a commercial tie-up and/or endorsement between any Artist(s) and the Client (including its products and/or services) is expressly prohibited.
- 1.8 Client will:
- 1.8.1 provide all documentation in relation to the Event Rights as reasonably requested by Global, on demand, including all risk assessments and method statements;
- 1.8.2 install, operate and remove any Infrastructure (all as approved by Global) at the Venue(s) at such times as stated by Global;
- 1.8.3 not alter or re-site the appearance and/or layout of the Infrastructure once it has been finalised and approved by Global;

- 1.8.4 keep and maintain the Infrastructure (including interior, exterior, fittings and equipment installed therein) in clean, orderly and sanitary and in good repair at all times during the Event(s);
  - 1.8.5 ensure that the Infrastructure is fully operational on each day of each Event and during all inspections and that it has sufficient Infrastructure and Client Personnel at the Venue(s) in order to exercise the Event Rights in accordance with the terms of this Agreement;
  - 1.8.6 not undertake any activity in relation to the Event Rights unless the same has been approved in advance in writing by Global;
  - 1.8.7 not exercise or seek to exercise the Event Rights in respect of (i) any product or category of product other than the Products and/or (ii) any brand other than the Brand;
  - 1.8.8 submit all Client Materials (including all promotional materials) to Global for Global's prior approval; and
  - 1.8.9 ensure that all Infrastructure and Client Personnel are removed from each Venue by such time and date as stipulated by Global from time to time.
- 1.9 If there is a material failure by Global to deliver any of the Event Rights for any reason other than any act or omission of Client, Global shall, if reasonably possible to do so, following notice from Client thereof, offer to Client for its approval appropriate substitution rights of a broadly equivalent value to the Event Rights that Global has failed to deliver. If such substitution rights are approved by Client, such rights shall thereafter be deemed to be Event Rights and Client shall not be entitled to any other remedy in respect of the non-delivery of the Event Rights which have been replaced by the substitution rights.
- 1.10 The Parties agree with each other that they shall co-operate, liaise and consult with each other on a regular basis in order to give effect to and implement the provisions of this Agreement.

## 2. Venue Damage

If Client and/or any Client Personnel, cause any damage to the Venue(s) and/or any materials, equipment or structure at the Venue(s), it shall immediately pay to Global all third party costs (without any deduction or set off, whether legal or equitable) incurred by Global in relation to the rectification thereof.

## 3 Tickets

- 3.1 If any tickets and/or passes for the Event(s) are provided to Client hereunder, Client shall ensure, unless agreed otherwise in writing with Global or as stipulated in the Event Rights, that such tickets are:
  - 3.1.1 only used by Client's Personnel or business guests;
  - 3.1.2 only used in accordance with the ticket terms and conditions; and
  - 3.1.3 not sold or distributed to any third party, subject to clause 3.1.1 above.

## 4 Infrastructure, Activities and Accreditation

- 4.1 In good time before the Event(s), Client shall provide full details to Global of all Client Materials and Infrastructure it wishes to use and activities it wishes to undertake during or in relation to the Event(s) in order to exercise the Event Rights. Such Client Materials, Infrastructure and activities shall be subject to the prior written approval of Global.
- 4.2 Global shall not be responsible for the loss or damage to any Infrastructure of Client or of any Client Personnel brought into the Venue, unless such loss is directly caused by any act of Global. All such Infrastructure shall otherwise be at the sole risk and responsibility of Client or relevant Client Personnel.
- 4.3 Client acknowledges and agrees that the accreditation for the Venue(s) is run solely by Global and Client shall ensure that all Client Personnel comply at all times with such accreditation system as informed to it by Global from time to time.

## COMMERCIAL TERMS AND CONDITIONS

### 1. Campaign

- 1.1 In consideration of and subject to the payment of the Fee, Global shall provide the Campaign in accordance with the terms of the Agreement. The booking and Broadcast of all Campaigns is subject to (i) Global's approval and (ii) availability on Global's Media Platforms.
- 1.2 Where Global requires approval from Client over content it has created for the Campaign, Global will endeavour to give Client a minimum of two (2) working days to review and approve such content, although this may not always be possible. Any delay by Client in giving its approval may cause the Campaign to be delayed.
- 1.3 Client shall ensure the Campaign will comply with the following:
  - 1.3.1 all relevant legislation relating to the Campaign, including the Communications Act 2003, and to the product and/or service which is the subject of the Campaign;

- 1.3.2 any relevant regulations or codes of practice (whether voluntary or obligatory) including the Ofcom Broadcasting Code, the UK Code of Broadcast Advertising (BCAP Code) and the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code);
- 1.3.3 Global's technical requirements as notified by Global to Client from time to time.
- 14 Occasionally Global might need to make changes to the Campaign for a variety of reasons (including scheduling constraints, Ofcom requirements or changes in the law). Where Global needs to do this, it will endeavour to give Client as much notice as is practicable.
- 15 Global may change the scheduled times and dates of the whole, or any part, of the Campaign at its absolute discretion. Where Global plans to do this, it will give Client as much notice as is reasonably practicable.
- 16 If, for any reason other than by reason of Client's default (in which case Global shall bear no liability for the following), the Campaign (i) is Broadcast missing a material element; (ii) is Broadcast containing a material error; or (iii) fails to achieve the level of impact, impressions or placement specified in the Cover Sheet, Global's liability in relation to the Campaign (notwithstanding other terms elsewhere in the Agreement) will be limited, at its option (acting reasonably), to one of the following:
- 1.6.1 Broadcasting the missing element(s) of the Campaign as soon as is reasonably practicable after the missing element(s) were scheduled to run and for such time as is necessary to generate such number of Broadcasts as equate to the shortfall; or
- 1.6.2 providing Client with Broadcast opportunities for the Campaign of a value equal to the shortfall; or
- 1.6.3 making a pro-rata refund of, or reduction in, the Fee in relation to the missing element(s) of the Campaign.
- 17 Global will conduct the post campaign analysis in accordance with the Global PCA Policy which is available on request.
- 2. Show Sponsorships and Promotions**
- 2.1 Occasionally Global may need to substitute the presenter of a show with another presenter, but this will not affect the Show Sponsorship. Very rarely Global might need to move the Show Sponsorship to a different show, but Global will never do so without consulting with Client first.

- 22 Where the Campaign includes a Promotion:
- 2.2.1 Client will provide either (i) the Prize(s) or (ii) the Prize Fund (and Global will procure the Prize(s)) or (iii) a combination of the Prize(s) and Prize Fund (where specific prizes are agreed to be supplied by Client), as specified in the Cover Sheet;
- 2.2.2 where Client is providing and sending Prize(s) to winners, it must send the Prize(s) to arrive with the winners no later than twenty-one (21) days after the conclusion of the Promotion;
- 2.2.3 where Client is providing the Prize(s) but Global is sending the Prize(s) out to winners, Client will provide Global with the Prize(s) no later than ten (10) days from the date the Prize is won, or earlier if agreed between the Parties;
- 2.2.4 if the winners notify Global that they have not received their Prize(s) or Global does not receive the Prize(s) from Client within the time limit specified above, Global will notify Client and where the Prize(s) are provided by a third party prize provider Global and Client shall work together to ensure the winners receive the Prize(s).
- 23 Global reserves the right to use premium rate telephone lines as the mechanism for entry to competitions.
- 3. Radio Advertising**
- 3.1 The 'Guidelines for delivery of Adverts' can be found at <http://www.global.com/sales/terms-and-conditions/>. Global may update these, or notify Client of other requirements, from time to time.
- 3.2 RACC clearance is required prior to Broadcast Adverts in certain categories identified in the BCAP code, as well as for Adverts running across multiple stations. If a Client's Advert requires RACC clearance, Global will require the following from Client, prior to Broadcast:
- 3.2.1 the RACC clearance number;
- 3.2.2 details of any clearance conditions imposed by the RACC, including scheduling, scripting or production requirements;
- 3.2.3 clearance (which is not be more than six (6) months old, even for repeat Campaigns running the same script).

- 33 Client acknowledges and agrees that that RACC clearance does not guarantee that an Advert is compliant with the law or Ofcom regulations, or that the Advertising Standards Authority (ASA) will not uphold a complaint against it. Where an Advert does not require RACC clearance Global is required by the BCAP code to clear the Advert internally before Broadcast.
- 34 Client acknowledges and agrees that Global is unable to Broadcast any Advert that:
- (a) has failed to obtain RACC clearance (where RACC clearance is required);
  - (b) does not comply with any requirements or conditions explicitly imposed by the RACC as a pre-condition for clearance;
  - (c) is the subject of an upheld complaint by the ASA; and/or
  - (d) contains claims that, in Global's reasonable opinion, require substantiation and/or RACC clearance.
- 35 Where the Cover Sheet specifies the level of on air impacts (which are measured on Rajar data for adults 15+ audience) likely to be achieved as a result of the Campaign, such impacts are guaranteed to a variance of +5/-5%.

#### **4. Online Advertising**

- 4.1 The 'Guidelines for delivery of online and mobile Campaigns' can be found at <http://www.global.com/sales/terms-and-conditions/>. Global may update these, or notify Client of other requirements, from time to time.
- 4.2 Where the Cover Sheet specifies online impressions (which are measured on total views) likely to be achieved as a result of the Campaign, such impressions are guaranteed to a variance of +5/-5%.
- 4.3 Where Client uses third party advertising tags to deliver an online Advert, there may be a discrepancy between Global's delivery statistics and those of the third party. Global endeavour to deliver to within 10% of a third party's advertising server's statistics, in accordance with IAB guidelines, but Global shall bear no liability for any discrepancy.