

These Terms and Conditions are regularly updated. This version was published on 1 July 2025. These Terms and Conditions are split into the following sections: [General T&Cs](#) and the [Audio & Digital T&Cs](#).

PART A: GENERAL T&Cs

1. Definitions and interpretations

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

Advertiser means the person, firm or body corporate set out in the Order;

Advertising Agency means the person, firm or body corporate set out in the Order;

Advertiser Materials means any materials and/or items (including any adverts and/or Advertiser's Key Messages), whether physical or digital, provided by you or on your behalf to us in relation to the Campaign(s);

Advertising Standards means all statutory and legal requirements and regulations in force or codes of practice (whether voluntary or obligatory) relating to the content of advertisements or promotional messages in any jurisdiction applicable to the Campaign, including but not limited to the Irish Broadcasting Act 2009 (as amended by the Online Safety and Media Regulation Act 2022), the Irish General Commercial Communications Code and the Childrens Commercial Communication Code, the Code of Standards for Advertising and Marketing Communications in Ireland, the UK Communications Act 2003, the UK Ofcom Broadcasting Code, the UK Code of Broadcast Advertising (BCAP Code), and the UK Code of Non-Broadcast Advertising and Direct & Promotional Marketing (CAP Code);

Agreement means this agreement which is constituted by the Order, the Terms and Conditions and all schedules thereto;

Applicable Regulations means any and all applicable statute, enactment, legislation, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction applicable to the Campaign including: all Advertising Standards; all codes of practice (whether voluntary or obligatory); reasonable care and skill; best industry practice; the highest levels of safety; the rules of any tribunal or competent authority having jurisdiction over this Agreement; all rules, requirements, regulations, instructions or orders communicated by us or on our behalf (whether in the Order or otherwise); together with all local authority requirements and instructions;

Audio Campaign means the on-air activities booked by you as set out in the Order or otherwise provided by us at your request;

Brand means the Advertiser's brand which is the subject of the Campaign(s);

Brand Guidelines means guidelines issued by us or on our behalf setting out requirements for use of our IPR and/or branding, which will be made available by us;

Campaign(s) means the Audio Campaign and/or the DAX Campaign and/or the Digital Campaign (as applicable);

Campaign Materials means the Advertiser Materials and Global Materials;

Confidential Information means all proprietary and confidential information of a Party (whether in oral, written or electronic form) which, due to its nature, would be deemed to be confidential by a reasonable person and/or which is designated as confidential by a Party, including:

- (i) information relating directly or indirectly to such Party's business and/or affairs, including details of trade secrets, know-how, plans or intentions, strategies, ideas, operations, compliance information, processes, market opportunities, methodologies and/or practices;
- (ii) information relating to all content, materials and deliverables produced under this Agreement;
- (iii) information relating directly or indirectly to such Party's Personnel, customers, suppliers or business partners (or potential customers, suppliers or business partners);
- (iv) works of authorship, products and materials written and prepared by or on behalf of such Party, software, data, diagrams, charts, reports, designs, specifications, developments, inventions and working papers or similar materials of whatever nature and on whatever media; and
- (v) the provisions and/or the existence of this Agreement;

Controller shall have the meaning set out in the Data Protection Legislation;

Costs means (where applicable) the costs set out in the Order whether such costs are referred to as Costs or as "Non Media Costs" or any analogous term, including the Prize Fund, Talent costs and production costs, in each case as may be varied in accordance with the terms of this Agreement;

Data Protection Legislation means all applicable data protection and privacy legislation and regulatory requirements in force from time to time in Ireland and the UK including the GDPR, the UK GDPR (as retained in UK Law pursuant to the European Union (Withdrawal) Act 2018); the UK Data Protection Act 2018; the UK Privacy and Electronic Communications Regulations 2003 (as amended), the GDPR; and the regulatory requirements of the ICO in the UK, and the Data Protection Commissioner in Ireland;

Data Subject shall have the meaning set out in the relevant Data Protection Legislation;

DAX Campaign means a DAX Direct Campaign or a DAX Programmatic Campaign;

DAX Direct Campaign means a media campaign booked directly by you for delivery via DAX, as set out in the Order or otherwise provided by us at your request;

DAX Programmatic Campaign means a media campaign booked programmatically by you via a trading desk or demand side platform for delivery via DAX;

Digital Campaign means the online activities booked by you as set out in the Order or otherwise provided by us at your request;

DIO means the document entitled “digital insertion order” issued by us setting out the commercial terms relating to the Campaign(s);

Effective Date means the date set out in the Order;

Fee means the amount(s) set out in the Order, whether such amounts are referred to as ‘fee’ or ‘revenue’ or any analogous term. For the avoidance of doubt, if the Order refers to ‘net revenue’ this shall mean the amounts due to Global which are net of any applicable agency commission;

Fee Payment Date(s) means the date(s) by which payment is due and must have been received by us in cleared funds as set out in the Order, and to the extent that no date is specified:

- (a) if we have approved you as a credit customer, the Fee Payment Date(s) shall be thirty (30) days from the date of the invoice, unless agreed otherwise in writing)
- (b) if we have not approved you as a credit customer, the Fee Payment Date(s) shall be (i) if the Campaign commencement date is more than 28 days after the date of the Order, the date falling 28 days before the Campaign commencement date, (ii) if the Campaign commencement date is within 28 days of the date of the Order, on the date that the Order is made , or, (iii) such other date as we notify you of in writing;

Force Majeure Event means any event, series of events, act or thing beyond a Party’s reasonable control preventing, hindering or delaying it from complying with all or any of its obligations hereunder including: an act of God; fire; flood; storm; lightening; any abnormally inclement weather; any natural disaster; epidemic; pandemic; accident; explosion; war (whether declared or not); hostilities; invasion; riot; civil unrest; rebellion; revolution; insurrection; military or usurped power; nuclear, chemical or biological attacks; terrorism; material threat of act of terrorism; any law or regulatory order; legal restrictions; interruption, breakdown or failure of power supplies, transport, software or machinery; closure or restrictions on any transport system; bursting or overflowing of water tanks, pipes or other apparatus; viruses, worms, Trojan horses or other malicious content that affect any aspects of a Campaign; strike; lockout; industrial action; unforeseen technical failure, death of royalty or other public figure; failure of sub- contractors, suppliers or any labour dispute; any event that otherwise affects the programming, delivery and/or display of Campaign(s); interruption of broadcast; loss, for any reason, of the right to use any advertising locations, site, space or structure; malicious damage caused by anyone other than us or a Global Company; or the threat of any of the aforementioned;

GDPR means the General Data Protection Regulation ((EU) 2016/679);

Global means Global Media & Entertainment (Ireland) Ltd, registered in Ireland with company number 229110, with its

registered office at 88-86 Leeson Street Lower, Dublin 2, D02 A668;

Global Company means Global Media & Entertainment Limited, Global Entertainment and Talent Group Limited, Global Academy UTC Trust Limited, Global Charities and any entity or association which from time to time is directly or indirectly controlled by, controlling or under common control with any of the aforementioned or in which any of the aforementioned otherwise have an interest, together with the directors and shareholders of such entities;

Global Materials means any content, materials and/or deliverables, whether physical or digital, created by us or on our behalf in relation to the Campaign(s);

Indemnified Parties means us and all Global Companies (together with our and their employees, directors, subcontractors and agents);

IPR means any patents, utility model rights, database rights, performance rights, copyright, trademarks, trade secrets, service marks, trade, business and domain names, database rights, design rights, topography rights, computer software rights, moral rights, goodwill and the right to sue for passing off, 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 and/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;

Losses means all claims, demands, actions, awards, judgments, costs, expenses, liabilities, settlements, proceedings, damages, compensation, losses (including any direct, indirect or consequential losses, loss of profit, any interest, fines, penalties, management time, legal and other professional costs and expenses, in each case calculated on a full indemnity basis), loss or damage to reputation, brand or goodwill, and, to the extent permitted by law, administrative fines, penalties, sanctions, liabilities or other remedies imposed by any person (including any court, regulator or similar authority);

Media Platforms means all and any of the radio station(s), website(s), mobile or other platforms on which the Audio Campaign and/or Digital Campaign is being delivered as set out in the Order or as otherwise agreed between the Parties;

Order means the document entitled “advertising agreement”, “order form” (or any analogous terms) or the DIO issued by us; setting out the commercial terms relating to the Campaign(s);

Party means a party to this Agreement;

Personal Data shall have the meaning set out in the relevant Data Protection Legislation;

Personal Data Breach shall have the meaning set out in the relevant Data Protection Legislation;

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

Prize Fund means, in relation to a Promotion, the sum that you agree to pay us for us to source Prize(s) as set out in the Order or as otherwise agreed between the Parties;

Prize(s) means, in relation to a Promotion, the prizes to be supplied to the winner(s);

Processor shall have the meaning set out in the relevant Data Protection Legislation;

Products means any products or services which are the subject of the Campaign(s);

Promotion means the competition, prize draw or prize promotion which we may run, whether on our website(s), social media platform(s), on-air or otherwise in relation to the Campaign(s);

Shared Personal Data means Personal Data shared by one Party to another in accordance with this Agreement;

Talent means any talent engaged by us to provide services in connection with a Campaign(s) as set out in the Order;

Term means the duration of this Agreement which will always commence on the date our offer is accepted in accordance with clause 2.1 of this Part A;

Terms and Conditions means these General T&Cs, together with the [Audio & Digital T&Cs](#), as attached;

VAT means value added tax and any substituted or similar tax;

we, us, our means Global including any successors in title and assigns;

Working Day(s) means any day from Monday to Friday inclusive except any UK or Irish bank or public holiday;

written notice means notice in writing served in accordance with clause 15.14 of these General T&Cs;

you and your means the Party or Parties to this Agreement (excluding us), being either (i) Advertiser (ii) Advertising Agency; or (iii) Advertiser and Advertising Agency where both are parties.

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 Words importing persons includes firms, companies and bodies corporate and vice versa.

1.4 An obligation on a Party to do something includes an obligation to procure it be done on its behalf.

1.5 Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement.

1.6 Where the context requires, the singular includes the plural and vice versa.

1.7 Any and all references to “include” and “including” shall be construed as “include without limitation” or “including without limitation” as appropriate.

1.8 Any reference 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.

1.9 Any obligation by you 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.

1.10 Where matters are to be agreed between the Parties, the Parties shall act reasonably and in good faith in agreeing such matters.

1.11 Where approval or consent is required to be in writing, email will suffice unless stated otherwise.

1.12 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.

1.13 All terms defined in the Order shall have the same meaning in the Terms and Conditions and vice versa.

1.14 If Advertising Agency and Advertiser are both Parties to this Agreement, both Advertiser and Advertising Agency shall be jointly and severally liable hereunder unless stated otherwise.

2. Formation of contract and application of these Terms and Conditions

2.1 Unless the Campaign is an Audio Campaign and you trade on J-ET, or is a DAX Programmatic Campaign, we will send you an Order to review, which constitutes an offer to enter into an agreement incorporating these Terms and Conditions. Our offer will be deemed accepted and a contract formed on the earlier of (a) you confirming acceptance by signing and returning the Order to us, and (b) either Party commencing performance of and/or exercising any or all of its obligations hereunder on the earlier of the Effective Date or such commencement.

2.2 If the Campaign is an Audio Campaign and you trade on J-ET in relation thereto, a contract incorporating these Terms and Conditions will be formed upon you placing the order on J-ET.

2.3 If the Campaign is a DAX Direct Campaign where you have sent us the Order, a contract incorporating these Terms and Conditions will be formed upon our acceptance of your Order, notwithstanding that your Order may purport to be based on your own terms and conditions;

- 2.4 If the Campaign is a DAX Programmatic Campaign, a contract incorporating these Terms and Conditions will be formed upon your bid in an impressions auction being accepted as the winning bid.
- 2.5 If the Advertising Agency is acting as authorised agent on behalf of the Advertiser:
- 2.5.1 the Advertising Agency warrants and represents (on its own behalf) that it is authorised to act as agent on behalf of the Advertiser in all respects in connection with this Agreement and covenants to pay and shall indemnify us and the Indemnified Parties on demand for and against any Losses (including any failure by the Advertiser to pay sums due under this Agreement) incurred by any of us and/or them, arising out of or in connection with the Advertising Agency not having such authority;
- 2.5.2 the Advertising Agency acknowledges and agrees that the inclusion of such agency as a Party to this Agreement (and the submission of invoices to such agency) will not affect Advertiser's obligation to pay all sums due hereunder to us in accordance with the terms hereof;
- 2.5.3 the Advertiser will instruct the Advertising Agency to pay all sums due to us hereunder in accordance with the terms hereof; and
- 2.5.4 the Advertising Agency will pay all sums due to us hereunder in consideration of the benefit received by it from the Advertiser under the terms of a separate agreement between it and the Advertiser.
- 3. IPR**
- 3.1 The Parties acknowledge that they shall not acquire, by operation of this Agreement or otherwise, any IPR relating to another Party and you acknowledge that you shall not acquire by the operation of this Agreement or otherwise any IPR relating to us, any Global Company and/or any of our brands, our events, any artist(s) and/or any Talent.
- 3.2 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.
- 3.3 Subject to clause 3.2 of these General T&Cs we shall own the IPR in the Campaign(s) and all Global Materials together with any associated goodwill therein.
- 3.4 You will not use, nor permit a third party to use, Campaign Materials independently of the Campaign without obtaining our prior written approval in relation thereto.
- 3.5 Without limitation to the generality of any terms or conditions in this Agreement, you will not refer to us and/or any of our brands in any media without obtaining our prior written approval.
- 3.6 You grant to us (and/or will procure that any third-party owner of the IPR in the Advertiser Materials will grant to us) a non-exclusive, irrevocable, royalty free licence to use the Advertiser Materials for all purposes relating to the performance of our obligations hereunder, including delivery of the Campaign(s).
- 3.7 All rights not expressly granted to you under this Agreement are hereby reserved to us.
- 4. Promotions**
- 4.1 Where the Campaign(s) includes a Promotion:
- 4.1.1 you will provide: (i) the Prizes; or (ii) the Prize Fund (and we will procure the Prizes); or (iii) a combination of the Prizes and Prize Fund, in each case as set out in the Order;
- 4.1.2 where you are providing and sending Prizes to Promotion winners directly, you will ensure that the Prizes arrive with such winners in accordance with the deadlines stipulated by us and if no such deadlines are stipulated, within twenty-one (21) days from the conclusion of the Promotion;
- 4.1.3 where you are providing Prizes and we are sending the same to Promotion winners, you will provide us with the Prizes in accordance with the deadlines stipulated by us and if no such deadlines are stipulated, within ten (10) days from the conclusion of the Promotion;
- 4.1.4 where you are providing Prizes, you will be solely liable therefor and we shall have no responsibility and incur no liability in relation thereto; and
- 4.1.5 if you do not comply with your obligations under clauses 4.1.1, 4.1.1 and/or 4.1.2 of these General T&Cs, without limitation to any of our rights hereunder, we will notify you and you will pay, on demand without set off, all costs incurred by us in relation thereto.
- 4.2 We reserve the right to use premium rate telephone lines as a mechanism for entry to Promotions.
- 4.3 If you wish to run your own promotion in connection with the Campaign(s), you must confirm in your promotion T&Cs that you are the "promoter" of that promotion. You will be solely liable for all aspects of such promotion, and we shall have no responsibility and incur no liability in relation thereto.
- 5. Fees and Payment**
- 5.1 If we have approved you as a credit customer, unless we notify you otherwise, we will invoice you for the Fee monthly at the end of each calendar month during the Campaign(s). In each case the Fee invoiced will be calculated according to the proportion of the Campaign(s) delivered during the applicable period.
- 5.2 We reserve the right to withdraw at any time any credit arrangement extended to you, in which case the outstanding Fee for the entire Campaign(s) will become due immediately.

- 5.3 If we have not approved you as a credit customer, we will invoice you, at our discretion, in advance for the entire Fee, in which case cleared funds must be paid and received by us by the applicable Fee Payment Date(s).
- 5.4 You will pay all invoices submitted by us hereunder:
- 5.4.1 by the Fee Payment Date(s); and
 - 5.4.2 in cleared funds in the same currency as the invoice; and
 - 5.4.3 without any withholding, deduction, set-off (whether legal or equitable) or counterclaim whatsoever.
- 5.5 If there is a barter element to the Fee, notwithstanding any other term in this Agreement, you will procure that the relevant barter agency pays such barter element to us by no later than the dates notified by us to you, whether in the Order or otherwise.
- 5.6 We may for any reason (including as a result of a failure by you to pay any fees which are due to us under any agreement) by written notice to you require that: (i) any future orders placed by you or on your behalf; and (ii) any orders already placed but in respect of which at least fifteen (15) Working Days remain from the date of the notice to the Effective Date (both dates inclusive), are paid at least ten (10) Working Days prior to the Effective Date (or such longer time as we in our absolute discretion may determine), and any payment terms so notified shall replace the payment terms set out in this Agreement).
- 5.7 Where any Costs are identified, quantified or varied after the Effective Date, we will, where reasonably practicable, submit these to you for your approval prior to incurring such Costs. If you unreasonably withhold, delay or condition your approval, you acknowledge and agree that:
- 5.7.1 we may delay and/or cancel all or part of the Campaign(s) without incurring any liability; and
 - 5.7.2 your obligation to pay for the Campaign(s), will not be affected by any exercise of our rights under this clause.
- 5.8 In respect of all payments to be made under this Agreement, time will be of the essence.
- 5.9 If you fail to pay the Fee (including any VAT due) or any part thereof on or before the relevant Fee Payment Date ("**Unpaid Fees**"), we may, without prejudice to any other remedy we may have and without prejudice to your obligation to pay such Unpaid Fees:
- 5.9.1 cease or refuse to deliver the Audio Campaign, Digital Campaign and/or DAX Campaign, (as applicable);
 - 5.9.2 terminate this Agreement for material breach in accordance with clause 10.3.1 of these General T&Cs;
 - 5.9.3 charge you: (i) interest at a rate of eight percent (8%) above the reference rate of the European Central Bank from time to time on any Unpaid Fees; and (ii) the sum of €40 per invoice if the Unpaid Fees are less than €1,000, the sum of €70 per invoice if the Unpaid Fees are €1,000 or more but less than €10,000, and the sum of €100 per invoice if the Unpaid Fees are €10,000 or more. Interest is calculated on a daily basis and accrues from the relevant Fee Payment Date until receipt by us 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 5.9.3 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); and/or
- 5.9.4 engage a third party to take any action which we may reasonably require in order to ensure that the Unpaid Fees are paid. You covenant to pay and shall indemnify us and the Indemnified Parties on demand for and against all Losses incurred by any of us and/or them arising out of or in connection with the enforcement of your payment obligations under this Agreement.
- 5.10 You will have no claim against us if we exercise all or any of our rights under clause 5.9 of these General T&Cs.
- 5.11 We are entitled (but not obliged) at any time without notice to you, to set-off any of your liability to us or any Global Company (whether in whole or in part) against any liability of ours or any Global Company to you (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated, whether or not arising under this Agreement, and irrespective of the currency of its denomination). We may for such purpose convert or exchange any relevant currency at a reasonable rate determined by us. Any exercise by us of our rights under this clause 5.11 shall be without prejudice to any other rights or remedies available to us or any Global Company.
- 5.12 You will not be entitled to, and will not, set off any liability of ours or any Global Company (whether in whole or in part) to you against any liability of yours to us or any Global Company (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated, whether or not arising under this Agreement, and irrespective of the currency of its denomination).
- 5.13 The existence of a query on any item in an invoice will not affect the date that you will pay such invoice by. Any amount queried and withheld by you will be subject to 5.9.3 of these General T&Cs, unless resolved in your favour.
- 5.14 The Fee is exclusive of VAT which you will pay in addition where applicable.
- ## 6. Data Protection
- 6.1 In relation to the processing of Personal Data, each Party will:
- 6.1.1 comply with its obligations under the Data Protection Legislation; and
 - 6.1.2 assist the other in complying with all applicable requirements of the Data Protection Legislation

including promptly informing the other Party about the receipt of any Data Subject rights request and providing the other Party with reasonable assistance in complying with any Data Subject rights request.

6.2 To the extent that the Parties are both independent Controllers in respect of Shared Personal Data, each Party shall:

- 6.2.1 comply with all the obligations imposed on a Controller under the Data Protection Legislation;
- 6.2.2 enable lawful collection and transfer of the Shared Personal Data including ensuring that the Party collecting the Shared Personal Data has full information relating to the nature of any processing of such Shared Personal Data that will be undertaken;
- 6.2.3 consult with the other Party about any notices to be given to Data Subjects in relation to the Shared Personal Data;
- 6.2.4 restrict its processing of the Shared Personal Data to the purpose for which the Personal Data was collected and thereafter permanently destroy or put beyond use all such Shared Personal Data;
- 6.2.5 process the Shared Personal Data in accordance with its privacy policy;
- 6.2.6 ensure that all recipients of Shared Personal Data are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement and not disclose or allow access to the Shared Personal Data to anyone other than such recipients;
- 6.2.7 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and
- 6.2.8 not transfer any Shared Personal Data outside the UK or EU without the prior written consent of the other Party.

6.3 Where a Party is acting as a Processor in relation to Personal Data over which another Party is the Controller, the Processor shall:

- 6.3.1 process such Personal Data only on the Controller's documented written instructions;
- 6.3.1 not transfer any Personal Data outside of the UK without the written consent of the Controller;
- 6.3.2 ensure that all Personnel processing the Personal Data have agreed to appropriate confidentiality obligations;
- 6.3.3 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing, accidental loss or destruction of, or damage to, Personal Data;
- 6.3.4 notify the Controller of any sub-processors who will process the Personal Data, and shall put in place with any such sub-processors obligations no less stringent than those set out in this clause 6.3;
- 6.3.5 assist the Controller, at the Controller's expense, in responding to any request from a Data Subject and in ensuring compliance with its obligations under

the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

6.3.6 notify the Controller without undue delay on becoming aware of a Personal Data Breach;

6.3.7 at the written request of the Controller, delete or return Personal Data and copies thereof on termination of this Agreement; and

6.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 6.3 and allow the Controller or its representative to audit the Processor's records on reasonable notice to the extent required to enable the Controller to comply with its obligations under the Data Protection Legislation.

6.4 You shall provide us with a point of contact for all issues arising out of the Data Protection Legislation in relation to this Agreement. Our point of contact is privacy@global.com.

6.5 Any material breach of the Data Protection Legislation in relation to this Agreement by a Party will give grounds to the non-breaching Party to terminate this Agreement with immediate effect unless such breach is capable of remedy in which case the right to terminate will become effective immediately if the breach has not been remedied within fourteen (14) days of written notice from the non-breaching Party to the Party in breach.

6.6 We shall be a Controller of all Data processed in relation to a Promotion. If we share Personal Data with you in relation to a Promotion (except as set out in clause 6.7 below), you will also be a Controller and clause 6.2 of these General T&Cs will apply.

6.7 When we collect marketing opt ins from customers on your behalf, we are a Processor acting on instructions from you, the Controller, and clause 6.3 of these General T&Cs shall apply. In addition:

6.7.1 you shall:

- 6.7.1.1 provide us with full information relating to the nature of any processing you will undertake of the Shared Personal Data;
- 6.7.1.2 enable us to provide all necessary notices in any Promotion terms and conditions in relation to the Shared Personal Data including giving notice that, during and/or after the Promotion, Shared Personal Data may be transferred to and/or retained by you;
- 6.7.1.3 enable us to lawfully collect and transfer to you the Shared Personal Data;
- 6.7.1.4 process the Shared Personal Data only as notified to us in accordance with clause 6.7.1.1 of these General T&Cs;

6.7.2 We shall:

- 6.7.2.1 ensure that we provide any necessary notices to enable lawful collection and

transfer to you of the Shared Personal Data;

6.7.2.2 give full information to any Data Subject whose Personal Data may be processed under this Agreement of the nature of such processing including giving notice that, during and/or after any Promotion, Shared Personal Data may be transferred to and/or retained by you;

6.7.2.3 not disclose or allow access to the Shared Personal Data to anyone other than you, except in the course of delivering a Campaign, and/or otherwise performing our rights hereunder unless otherwise agreed between the Parties.

7 Warranties

7.1 Each Party warrants, undertakes and represents to the other that:

7.1.1 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; and

7.1.2 the person signing this Agreement has full power and authority to enter into this Agreement on its behalf and thereby to bind it.

7.2 You warrant, undertake and represent that you:

7.2.1 own or have obtained (and have paid for) and will maintain all necessary licences, consents, rights and/or waivers required for us to use the Advertiser Materials during the Term. For the avoidance of doubt, this includes the delivery and/or display of all material provided to us by you or on your behalf hereunder;

7.2.2 will comply at all times with the Applicable Regulations;

7.2.3 will, without limitation to the generality of clause 7.2.2 of these General T&Cs, ensure that the Advertiser Infrastructure, the Products, the Prizes (if provided by you) and the Advertiser Materials are:

7.2.3.1 safe;

7.2.3.2 in a good state of repair;

7.2.3.3 fit for their intended purpose;

7.2.3.4 fully compliant with the Applicable Regulations; and

7.2.3.5 in the case of the Products, fit for human consumption where applicable;

7.2.4 will not make and will ensure that none of your directors, officers or Personnel make any statement or do any act which may reasonably be regarded as bringing us, any Global Company, the Campaign(s), and/or any Talent and/or any partner or client of ours into disrepute;

7.2.5 will at all times act in an open manner and in the utmost good faith and will provide us with any information that we may reasonably request in connection with our activities hereunder; and

7.2.6 will inform us immediately upon becoming aware of any fact, matter or circumstance which might make any of the warranties, undertakings and/or

representations above untrue, inaccurate or misleading or which might affect our ability to perform our obligations or exercise our rights pursuant to this Agreement. You will, where applicable, provide such documentation as we require evidencing compliance with the same.

7.3 You warrant, undertake and represent that:

7.3.1 the Campaign(s) is legal, decent, honest and true and complies with the Applicable Regulations;

7.3.2 claims made in the Campaign(s) are accurate and fair and can, if required, be substantiated by documentary evidence;

7.3.3 Advertiser Materials will not contain any worm, virus, Trojan horse or other harmful content and will not enable unauthorised access to our infrastructure, network, hardware or software;

7.3.4 you will, at all times during the Term, maintain adequate virus protection and security measures to protect your IT systems and all Advertiser Materials;

7.3.5 the Advertiser Materials will not:

7.3.5.1 infringe any rights (including IPR) of any third party;

7.3.5.2 be defamatory;

7.3.5.3 give rise to a claim for passing off;

7.3.5.4 be inaccurate, misleading, obscene or offensive;

7.3.5.5 infringe or breach any Applicable Regulations. For the avoidance of doubt, this will include ensuring that the Advertising Materials take all cultural sensitivities into account in all jurisdictions which are relevant to the Campaign.

7.4 If any third party clearances, permissions, licences or analogous authorisations are needed in relation to the Campaign in any relevant jurisdiction, you will obtain the same in good time before the start of the Campaign and will provide a copy to Global upon request.

7.5 Clauses 7.2.3, 7.2.4 and 7.3.1 of these General T&Cs shall be deemed to be a condition of this Agreement.

8 Insurance and Indemnity

8.1 You will, at all times during the Term, carry adequate insurance cover with a reputable insurer in respect of all risks hereunder against which it is prudent for you to insure, including:

8.1.1 public liability insurance with a limit of no less than €5 million;

8.1.2 if legally required, employer's liability insurance with a limit of no less than that required by law for any one occurrence, unlimited in the aggregate; and

8.1.3 product liability insurance with a limit of no less than €5 million.

- 8.2 You will supply a copy of the certificates for the policies detailed above (or other documentary evidence) to us upon our request.
- 8.3 We will carry the following insurance with a reputable insurer during the Term:
- 8.3.1 public liability insurance with a limit of no less than €1.1 million; and
- 8.3.2 employer's liability insurance with a limit of no less than €10 million.
- 8.4 For the avoidance of doubt, you will be liable for damage to property or personal injury arising from or in connection with your acts or omissions together with those of your Personnel.
- 8.5 Without prejudice to any rights or remedies implied by statute or common law, or under any provisions of this Agreement, you covenant to pay and shall indemnify us and the Indemnified Parties on demand for and against all Losses incurred by us and/or any of them, arising directly or indirectly out of or in connection with:
- 8.5.1 any act or omission of you or any of your Personnel, including any breach, negligent performance or non-performance of this Agreement;
- 8.5.2 any breach of all or part of clause 7 of these General T&Cs;
- 8.5.3 any claim made against us stating that our use of the Advertiser Materials infringes any rights (including IPR) of any third party;
- 8.5.4 any claim made against us in relation to any of the Products and/or Campaign(s), unless such claim is solely and directly attributable to our acts and/or omissions; or
- 8.5.5 the enforcement of this Agreement.
- 8.6 You will notify us immediately on becoming aware of any fact or circumstances that could trigger the indemnity in clause 8.5 of these General T&Cs and will provide all reasonable assistance to us and/or our insurers for the purposes of dealing with any action, claim or matter to which this clause 8 applies.

9 Liability

- 9.1 Nothing in this Agreement will exclude or limit or be deemed to exclude or limit liability for:
- 9.1.1 death or personal injury arising from the negligence of any Party or any person for which that Party is vicariously liable;
- 9.1.2 fraud or fraudulent misrepresentation; or
- 9.1.3 any other liability the exclusion or limitation of which is prohibited by law.
- 9.2 Subject to clause 9.1 of these General T&Cs, we will not be liable to you, whether such liability arises in contract, tort (including negligence) or otherwise, for:
- 9.2.1 any indirect, special or consequential loss, costs damages, charges or expenses howsoever caused;

- 9.2.2 any loss of sales, profit, anticipated profit, use, business, anticipated business, contracts; anticipated savings; or any pure economic loss; or
- 9.2.3 damage to goodwill and/or reputation and/or any loss of opportunity to enhance your brand or reputation;

in each case, whether or not we have been advised of the possibility of such loss or damage.

- 9.3 Subject to clauses 9.1 and 9.2 of these General T&Cs, our maximum aggregate liability under this Agreement (whether in contract, tort, misrepresentation or otherwise (including any liability for any negligent act or omission or breach of statutory duty)) howsoever arising out of or in connection with this Agreement will be limited to the lower of €5 million or a sum equal to the Fee.

- 9.4 Subject to the terms of clause 9.1 of these General T&Cs, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

- 9.5 Subject to the terms of clauses 9.1 to 9.4 of these General T&Cs, we will not under any circumstances be liable for:

9.5.1 any failure to comply with any of our obligations hereunder to the extent that such failure arises as a result of any act or omission of you or any of your Personnel; or

9.5.2 any loss (including any loss arising in relation to third party contracts), damage, unauthorised use or delay in delivery of any recordings, scripts or other material relating to the Campaign(s), in each case whether or not we have been advised of the possibility of such loss. We may destroy the Advertiser Materials (or part thereof) three (3) months after the Term without further reference to you.

- 9.6 Each claim, including any purely contingent claim, arising as a result of a breach by us of our obligations under this Agreement ("**Claim**") will be submitted (or in the case of any contingent claim, provisionally notified) to us in writing within forty-five (45) days from the end of the applicable Campaign(s) with sufficient information to enable us to consider the Claim. We will have no liability in respect of any Claim submitted or notified after that date.

- 9.7 The provisions of this clause 9 will survive termination or expiry of this Agreement.

10 Termination

- 10.1 We may terminate this Agreement by serving written notice upon you provided that such written notice must be served at least 28 days prior to the start of the first Campaign.

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

- 10.3 Subject to the provisions of clause 10.5 of these General T&Cs and without prejudice to any other rights and

remedies, we shall be entitled to terminate this Agreement upon giving written notice to you if:

10.3.1 Advertiser and/or Advertising Agency commits a material breach of a term of this Agreement and fails to remedy the same, if capable of remedy, within such time as we, acting reasonably, consider is reasonable given the timing of such breach and its potential effect on the Campaign(s); or

10.3.2 Advertiser and/or Advertising Agency shows signs of financial distress, becomes or is declared bankrupt or insolvent (or take any steps with a view to commencing insolvency proceedings), 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 Advertiser and/or Advertising Agency in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 10.3.2.

10.4 Without prejudice to any other rights and remedies you (which for the purposes of this clause in the case of a contract between Global, Advertiser and Advertising Agency, shall mean Advertiser only) may have, you will be entitled to terminate this Agreement upon giving written notice (email shall not suffice) to us if:

10.4.1 we commit a material breach of a term of this Agreement and fail to remedy the same, if capable of remedy, within fourteen (14) days after receipt of a written notice to do so;

10.4.2 we show signs of financial distress, become or are declared bankrupt or insolvent (or take any steps with a view to commencing insolvency proceedings), enter into liquidation (other than voluntary liquidation for the purpose of reconstruction, amalgamation or similar reorganisation), enter into any arrangement or composition with our creditors or any of them or have an administrator appointed over all or part of our property or assets, ceases or threatens to cease to carry on business or are or becomes unable to pay our debts within the meaning of section 123 of the Insolvency Act 1986, or any event occurs, or proceeding is taken, with respect to us in any jurisdiction to which we are subject that has an effect equivalent or similar to any of the events mentioned in this clause 10.4.2.

10.5 We may terminate this Agreement with immediate effect by giving written notice to you if any monies due to us hereunder are in arrears for a period of fourteen (14) days or longer.

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

10.6.1 all rights and licences granted to you hereunder shall cease with immediate effect and such rights shall immediately revert to us and we will be entitled to grant all or any of them to any third party;

10.6.2 such termination or expiry will be without prejudice to any accrued rights, remedies, or obligations of any Party under this Agreement;

10.6.3 you will immediately (without deduction or set off of any kind, whether legal or equitable) pay to us all amounts due and payable under this Agreement plus interest pursuant to clause 5.9.3; and

10.6.4 all Parties will 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 us).

10.7 Termination or expiry of this Agreement for any reason shall not affect a Party's accrued rights and obligations or the coming into 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.

11 Cancellation

11.1 Subject to 11.1 of these General T&Cs, you may cancel the Campaign(s) you have booked with us by serving prior written notice upon us, and in such circumstances, clauses 11.2, and/or 11.3 shall apply (as applicable).

11.2 If you cancel a Campaign(s) (you have booked with us via a Media Schedule, you must pay to us the following proportion of the Fee (which for the avoidance of doubt includes all Costs): -

Length of notice prior to scheduled start date of the first Campaign	% of Fee payable
28 days or less	100%
More than 28 days	25%

11.3 If you cancel (i) a DAX Direct Campaign you have booked with us via an Order Form or a DIO; (ii) an Audio Campaign you have booked with us via J-ET or an Order Form; or (iii) a Digital Campaign you have booked with us either via an Order Form or a DIO, you must pay to us the following proportion of the Fee (which for the avoidance of doubt includes all Costs):

Length of notice prior to scheduled start date of the Campaign	% of Fee payable
7 days or less	100%
Between 8 and 21 days	66%
Between 22 and 28 days	33%
More than 28 days	0%

- 11.4 Subject to **Error! Reference source not found.** of these General T&Cs, you may cancel the Campaigns you have booked with us by giving written notice) to us after the Campaign has started, but you must pay the Fee (which for the avoidance of doubt includes all Costs).
- 11.5 If this Agreement relates to more than one Campaign, you shall not be entitled to cancel one or more Campaign(s) in isolation. If your Campaign includes multiple bursts with different start dates, the start date of the Campaign for the purposes of clauses 11.2, and/or 11.4 shall be the earliest start date set out in the Order.
- 11.6 Without limitation to any rights or remedies available to us, we will have the right to discontinue, not deliver and/or not display all or part of a Campaign(s), if (i) you breach any term of this Agreement; or (ii) if all or part of the Campaign does not or may not, in our reasonable opinion, fully comply with all or any of your warranties, representations and undertakings under this Agreement.
- 11.7 Without limitation to any rights or remedies available to us, if we specify (before or at the time of Order) that a Campaign will be "Run at Risk" then we may, at any time, discontinue, not deliver and/or not display all or part of the Campaign if all or part of the Campaign elicits, or in our reasonable opinion is likely to elicit, any complaints.
- 11.8 If we exercise all or any of our rights under clauses 11.6 or 11.7 of these General T&Cs:
- 11.8.1 we will not be liable to you for any damage, loss or expense incurred by you in relation thereto; and
- 11.8.2 the Fee corresponding to such Campaign(s) will be due in full notwithstanding that the same has not been delivered, granted, provided or displayed (as applicable).
- 11.9 Notwithstanding clauses 11.6 and 11.7 of these General T&Cs, we may, at any time and without incurring any liability to you whatsoever, (discontinue, not deliver and/or not display all or part of the Campaign(s) , without giving any reason, in which case, unless due to any act or omission of yours or a Force Majeure Event, we will refund any part of the Fee that has been paid which relates to the part (or all) of the applicable Campaign(s) not delivered or displayed by us.
- 11.10 For the avoidance of doubt a cancellation made pursuant to this clause 11 does not constitute a breach of this Agreement, although a failure to by you to pay the relevant cancellation charge or the applicable part(s) of the Fee due will constitute a breach of this Agreement that gives rise to a debt claim which can be brought by us against you.
- 11.11 Any termination notice must be served in accordance with clause 15.13 of the General T&Cs.
- 11.12 If this Agreement relates to more than one Campaign, should one or more but not all Campaign(s) be discontinued, curtailed or not delivered or displayed in any manner (in accordance with the terms and conditions

hereof), this Agreement shall continue in full force and effect in relation to the remaining Campaign(s).

12 Force Majeure

- 12.1 If a Party is prevented, hindered 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.
- 12.2 A Party so prevented or delayed from performing its obligations will promptly notify the other Party or Parties (as applicable) 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 will 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 (whether in whole or in part) despite the continuance of the Force Majeure Event.
- 12.3 As soon as reasonably possible after the end of the Force Majeure Event, the affected Party will give notice in writing to the other Party or Parties that the Force Majeure Event has ended and where, and to the extent, reasonably practicable resume performance of its obligations under this Agreement.
- 12.4 If we have incurred any costs at the time of the Force Majeure Event in relation to our obligations hereunder, we will provide details thereof to you and you will pay to us a sum equivalent to such costs, upon demand without any set off of any kind (whether legal or equitable).

13. Confidentiality

- 13.1 Each Party shall, subject to clause 13.2 of these General T&Cs:
- 13.1.1 keep all Confidential Information confidential by using the same care over the Confidential Information of other Parties as it uses for its own similar information, but in no event less than reasonable care;
- 13.1.2 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
- 13.1.3 only use the Confidential Information for the purpose of exercising its rights and performing its obligations hereunder.
- 13.2 Clause 13.1 of these General T&Cs will not preclude any Party from disclosing any Confidential Information:
- 13.2.1 to its Personnel 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 13 of these General T&Cs and the disclosing Party ensures that such persons adhere to its provisions;
- 13.2.2 as required by law or regulatory authority, provided always that, where and to the extent

- legally permitted, the disclosing Party gives as much notice as is reasonably possible, whether before or after disclosure, to the other Parties in relation thereto; or
- 13.2.3 which comes into the public domain other than as a breach of this Agreement.

14. Modern Slavery and Anti Bribery and Corruption

- 14.1 Each Party will, and will ensure that all its Personnel will comply with all Applicable Regulations including those relating to:
- 14.1.1 anti-slavery and human trafficking;
- 14.1.2 anti-bribery and anti-corruption;

and will have and maintain in place throughout the Term their own policies and procedures in relation to compliance with such Applicable Regulations.

- 14.2 You shall promptly report to us any request or demand for any undue finance or other advantage of any kind received by you in connection with the performance of your obligations under this Agreement.
- 14.3 You shall immediately notify us in writing if a foreign public official becomes one of your officers or employees and you warrant that you have no foreign public officials as officers or employees at the date of this Agreement.

15. General

- 15.1 This Agreement contains the entire agreement and understanding of the Parties in relation to all matters referred to herein and supersedes all prior agreements (save for any associated non-disclosure agreement that may have been entered into between the Parties), understandings or arrangements (both oral and written) between them relating to the subject matter of this Agreement, unless expressly agreed otherwise between the Parties in writing (email shall not suffice). The Parties understand that they have not entered into this Agreement on the basis of any representations, warranties or undertakings that are not expressly included in this Agreement, however, nothing in this Agreement attempts to exclude liability for fraud or fraudulent misrepresentation.
- 15.2 Without limitation to the generality of clause 15.1 of these General T&Cs, no purchase order (other than the Order) or terms and conditions (other than the Terms and Conditions) issued, whether before or after formation of this Agreement, by you or on your behalf will be binding on us or will vary this Agreement. This is the case even if your purchase order or standard terms and conditions are referred to in correspondence by us and/or requested by us.
- 15.3 We reserve the right to revise the Terms and Conditions from time to time, on the basis that any agreement entered into will incorporate the Terms and Conditions in force at the time such agreement is concluded, in accordance with clause 2 of these General T&Cs.

Accordingly, you should review the Terms and Conditions before entering into any agreement with us.

- 15.4 Subject to the provisions of clause 15.5 of these General T&Cs, you will not assign, transfer or otherwise deal in any other manner with all or any of your rights and/or obligations under this Agreement or purport to do the same without our prior written consent, such consent not to be unreasonably withheld or delayed.
- 15.5 Notwithstanding clause 15.4 of these General T&Cs, you will be entitled to sub-contract your obligations under this Agreement provided always that you remain primarily liable for the performance of such obligations and for all acts and omissions of any third party appointed by you under this Agreement.
- 15.6 We will be entitled at any time to novate, assign, sub-contract, sub-licence or otherwise transfer to any person, company or entity any of our rights or obligations under this Agreement without your consent. In respect of any novation, you will, at our request and expense, cooperate with us to procure the novation on such terms as we may reasonably require and will execute such documentation and take such other action as we may request in relation to such novation or other transfer.
- 15.7 The Parties are independent contractors and nothing in this Agreement will create or be deemed to create a partnership, joint venture or principal-agent, fiduciary or other relationship between the Parties. Neither Advertiser nor Advertising Agency shall have the authority to act in the name of or bind us or any Global Company.
- 15.8 If any provision or part provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be deemed to be deleted but the remaining provisions will remain in full force and effect and such deletion shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this clause 15.8, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.9 No delay, failure or omission in exercising any right or remedy provided hereunder or by law shall be construed as a waiver of such right or remedy and/or any subsequent right or remedy.
- 15.10 If there is any inconsistency between the terms of the Order and the Terms and Conditions; then the Order shall take precedence, followed by the General T&Cs and then the Audio & Digital T&Cs.
- 15.11 Unless stated otherwise herein, no variation of this Agreement shall be valid unless it is in writing signed by all Parties (email shall not suffice).

- 15.12 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.
- 15.13 Notice given under this Agreement shall be in writing (email shall not suffice), sent to the address given in this Agreement (or such other address as notified hereunder), and in the case of notices for us, marked for the attention of our General Counsel and delivered personally or sent by pre-paid, express 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. If deemed receipt under this clause 15.13 falls outside 9.00 am to 5.30 pm on a Working Day, delivery shall instead be deemed to be 9.00 am on the next Working Day. 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. A copy of any notices served upon us shall also be sent to legalnotices@global.com.
- 15.14 This Agreement and any contractual or non-contractual dispute or matter arising out of it shall take effect and be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or matter arising hereunder.

PART B: AUDIO & DIGITAL T&Cs

1. General

- 1.1 In this Part B, all references to clause numbers shall be references to clauses in this Part B unless stated otherwise.
- 1.2 All terms defined in the General T&Cs shall have the same meaning in this Part B and, unless otherwise stated or unless the context otherwise requires:

ASA means the Advertising Standards Authority;

ASAI means the Advertising Standards Authority for Ireland;

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

CPM means cost per thousand Impressions;

DAX means our Digital Ad Exchange;

DAX Ads means the Advertiser's advertisements to be delivered via DAX;

DAX Inventory means digital advertising space on radio streaming services, music streaming services, podcasts, websites, apps, gaming and audio articles whether such

inventory is owned by us or sold by us on behalf of a third party partner;

Impression means delivery of a DAX Ad, for example, a view of a display or video advertisement or a listen to an audio advertisement by an end user;

Show means an on-air show; and

Show Sponsorship means the Advertiser's association with either an on-air show or an outside broadcast.

2. Audio Campaign and Digital Campaign

- 2.1 In consideration of and subject to payment of the Fee, we will deliver the Audio Campaign and/or the Digital Campaign in accordance with the terms of this Agreement. Delivery of the Audio Campaign and/or Digital Campaign (including for the avoidance of doubt any to be delivered via DAX) is subject to (i) our approval; and (ii) availability on the Media Platforms/Dax Inventory (as applicable).
- 2.2 You will ensure that the Audio Campaign and/or Digital Campaign comply with all our technical requirements as notified by us to you from time to time.
- 2.3 We have the right to:
- 2.3.1 make changes or to require you to make changes to the Audio Campaign and/or Digital Campaign for any reason if, acting reasonably, we consider it appropriate and/or necessary to do so (including scheduling constraints, Ofcom requirements or changes in Applicable Regulations);
 - 2.3.2 change the scheduled times and dates of the whole or part of the Audio Campaign and/or and Digital Campaign in our sole discretion; and/or
 - 2.3.3 notwithstanding clause 2.4 of these Audio & Digital T&Cs, make changes to improve the performance and availability of the Digital Campaign without prior notice.
- 2.4 If we exercise our rights under all or part of clause 2.3 of these Audio & Digital T&Cs, we will give you as much notice as is reasonably possible and you will comply with our instructions in relation thereto.
- 2.5 If for any reason other than your act or omission or a Force Majeure Event (in which case we will bear no liability for the following), the Audio Campaign and/or Digital Campaign (i) is delivered missing a material element; or (ii) is delivered containing a material error; or (iii) fails to achieve the level of impacts, impressions or placement set out in the Order, our liability in relation thereto (notwithstanding other terms elsewhere in this Agreement) will be limited, at our option (acting reasonably), to one of the following:
- 2.5.1 delivering the missing element(s) of the Audio Campaign and/or Digital Campaign as soon as is reasonably practicable after the missing element(s) were scheduled to run and for such

<p>time as is necessary to equate to the shortfall; or</p> <p>2.5.2 providing you with delivery opportunities for the Audio Campaign and/or Digital Campaign of a value equal to the shortfall; or</p> <p>2.5.3 making a pro-rata refund of, or reduction in, the Fee (excluding Costs), less 5%, in relation to the missing material element(s) of the Audio Campaign and/or Digital Campaign.</p> <p>2.6 If a laydown is set out in an Order, this is indicative only and is subject to change.</p> <p>2.7 If an Order specifies a total number of Impressions for a DAX Campaign, this represents the total number of Impressions to be delivered across all relevant DAX Inventory within that Campaign. The number of Impressions delivered by any individual item of DAX Inventory is not guaranteed, and no warranty is given regarding the distribution of Impressions across specific items of DAX Inventory.</p> <p>2.8 If an Order specifies a number of Impressions for a DAX Campaign that includes a podcast, DAX Ads may be delivered in any episode of that podcast title, including previously published episodes. For the avoidance of doubt, no warranty or guarantee is given that DAX Ads will be included in any new episodes released during the Campaign.</p> <p>2.9 Where the Order specifies the level of Impressions likely to be achieved as a result of the DAX Campaign, we will ensure that such Impressions are achieved to a variance of +/-5% (Variance Guarantee) unless the Order (i) is solely for Podcast Non-Spot DAX Ads with a value of £3,000 (three thousand pounds) (excluding applicable VAT) or less, in which case the Variance Guarantee will not apply or (ii) comprises of Podcast Non-Spot DAX Ads with a value of £3,000 (three thousand pounds) (excluding applicable VAT) or less, in which case no guarantee as to impressions will be provided.</p>	<p>3.4 If you have been given the opportunity to approve any of the Global Materials and you delay in providing such approval to us, then without limitation to our rights in relation thereto, you acknowledge that the Audio Campaign and/or Digital Campaign may not be delivered (in whole or in part) and/or may be delayed and we shall incur no liability whatsoever in relation thereto; and/or we may incur certain costs in relation thereto and you shall pay such costs to us upon demand without set off.</p>
<p>3. Campaign Materials</p>	<p>Specification for and placement of DAX Ads</p>
<p>3.1 If we are creating any aspect of the Audio Campaign and/or Digital Campaign for you, you will, at your own expense, supply to us all materials in relation thereto as are necessary to enable us to perform our obligations or exercise our rights hereunder, such materials to be provided in a suitable form by such date as we specify from time to time.</p> <p>3.2 If you fail to comply with your obligations under clause 3.1 of these Audio & Digital T&Cs, without limitation to our rights in relation thereto, you shall pay upon demand, without set off, a sum equal to all costs incurred by us in relation thereto.</p> <p>3.3 If the Order states that we will give you the opportunity to approve any of the Global Materials, we will use our reasonable endeavours to give you a minimum of two (2) Working Days to review and approve the same, although you acknowledge that this may not always be possible.</p>	<p>3.5 You shall deliver DAX Ads to us three (3) Working Days before a DAX Direct Campaign is due to go live. Failure to comply with this obligation will entitle us (at our discretion) to reduce the number of Impressions to be delivered under such DAX Direct Campaign and you will not be entitled to any reduction or reimbursement of any part of the Fee where this occurs.</p> <p>3.6 You shall ensure that the DAX Ads comply with the specifications set out (i) <u>here</u> for display and video ads; and (ii) <u>here</u> for audio ads.</p> <p>3.7 If there is a technical or other problem with the DAX Ads for a DAX Direct Campaign, or if the DAX Ads are delivered late, we will notify you. Notwithstanding any delay caused by such technical problem or late delivery, we will endeavour to deliver the agreed number of Impressions within the scheduled period of the DAX Direct Campaign, where possible, or where reasonably practicable, shall extend the period of the DAX Direct Campaign by agreement with you.</p> <p>3.8 DAX Programmatic Campaigns are booked and delivered in real time.</p> <p>3.9 If you have been given the opportunity to approve any of the Global Materials and you delay in providing such approval to us, then without limitation to our rights in relation thereto, you acknowledge that the DAX Campaign may not be delivered (in whole or in part) and/or may be delayed and we shall incur no liability whatsoever in relation thereto; and/or we may incur certain costs in relation thereto and you shall pay such costs to us upon demand without set off.</p> <p>4. Show Sponsorships</p> <p>4.1 We have the right to:</p> <p>4.1.1 substitute the presenter of a Show with another presenter; and/or</p> <p>4.1.2 move the Show Sponsorship to a different Show, but we will not exercise the right set out in this clause 4.1.2 without consulting with you first.</p> <p>5. Audio Advertising</p> <p>5.1 Without limitation to the generality of the General T&Cs, you will ensure that all Broadcast Adverts created and delivered by you or on your behalf (by anyone other than</p>

	us) comply with our Delivery Guidelines for Advertising on Global Stations , which may be updated time to time, together with any other requirements as may be notified by us to you from time to time.		other requirements as may be notified by us to you from time to time.
5.2	If any Campaign Materials (including Broadcast Adverts) require Radiocentre clearance (as determined by us), you will provide to us, in good time before the start date of the Audio Campaign and/or Digital Campaign:	6.2	Subject to clause 3.1 above and unless expressly stated otherwise herein, we require Advertiser Materials to be delivered to us five (5) Working Days before the Digital Campaign is due to go live.
5.2.1	the Radiocentre clearance number, which must be less than six (6) months old as at the date the Audio Campaign and/or Digital Campaign is due to start, even for repeat campaigns running the same script; and	6.3	Where the Order specifies digital impressions (which are measured on total views) likely to be achieved as a result of the Digital Campaign, we will ensure that such impressions are achieved to a variance of +5/-5%.
5.2.2	details of any clearance conditions imposed by Radiocentre, including scheduling, scripting or production requirements.	6.4	Where you use third party advertising tags to deliver a digital advert, there may be a discrepancy between our delivery statistics and those of the third party. We will use reasonable endeavours to deliver to within 10% of a third party's advertising server's statistics in accordance with IAB guidelines set out here https://www.iabuk.com/standards-guidelines (as may be updated from time to time), but will not bear any liability for any discrepancy.
5.3	You acknowledge and agree that that Radiocentre clearance (or any other clearance) does not guarantee that a Broadcast Advert is compliant with the law or Ofcom regulations, nor does it guarantee that the ASA or ASAI will not uphold a complaint against it.	7. Intellectual Property	
5.4	Where Campaign Materials (including Broadcast Adverts) do not require Radiocentre or other clearance, you will ensure that they comply with the BCAP Code, the CAP Code and/or the ASAI Code of Standards for Advertising and Marketing Communications in Ireland (as applicable) and our internal clearance procedures in good time before the start date of the Audio Campaign and/or Digital Campaign.		You hereby grant to us (and/or will procure that any third-party owner of the IPR in the Advertiser Materials will grant to us) a non-exclusive, irrevocable, royalty free licence to use the Advertiser Materials for all purposes relating to the performance of our obligations hereunder, including delivery of the Campaign.
5.5	You acknowledge and agree that, without us incurring any liability in relation thereto, we will not deliver any Broadcast Adverts which:	8. Reporting and Attribution	
5.5.1	do not have Radiocentre or other required clearance or do not comply with the requirements in clause 5.4 of these Audio & Digital T&Cs (as applicable);	8.1	We may use Personal Data for reporting and attribution analysis of the DAX Campaign, as agreed between the Parties.
5.5.2	do not comply with any requirements or conditions explicitly imposed by Radiocentre or any other clearance organisation as a pre-condition for clearance;	8.2	To enable us to provide analysis of the DAX Campaign, we shall provide a tracking tag (Tag) to Advertiser to place on Advertiser's website(s).
5.5.3	are the subject of an upheld complaint by the ASA or the ASAI; and/or	8.3	You will be the Controller and we will be the Processor of any Personal Data collected and processed via the Tag and all Parties shall comply with the DAX Audio Measurement DPA .
5.5.4	contain claims that, in our reasonable opinion, require substantiation and/or Radiocentre or other clearance and the same has not been provided to our reasonable satisfaction.	8.4	Without prejudice to clause 8.3 of these Audio & Digital T&Cs, you shall be responsible for (i) informing the end users of Advertiser's website that the Tag is being placed; (ii) ensuring that Advertiser has a valid lawful basis for placing the Tag and for collecting and processing personal data (including obtaining consent from end users where applicable); and (iii) removing all Tags at the date of expiry or termination of the Agreement.
5.6	Where the Order specifies the level of audio impacts (which are measured on Rajar data for adults 15+ audience) likely to be achieved as a result of the Audio Campaign, we will ensure that such impacts are achieved to a variance of +5/-5%.	8.5	We will:
6. Digital Advertising		8.5.1	process the data generated by the Tag;
6.1	Without limitation to the generality of the General T&Cs, you will ensure that all Advertiser Materials comply with our Guidelines for Delivery of Digital Campaigns , which may be updated from time to time, together with any	8.5.2	anonymise the data;
		8.5.3	report to you on the effectiveness of the DAX Campaign; and

- 8.5.4 provide you with recommendations to maximise the effectiveness of future DAX campaigns.

9. Brand Safety and Fraudulent Traffic

- 9.1 DAX follows the Brand Safety Policy set out here and the ad fraud policy set out here.

10. DAX Campaign Fees and Payment

- 10.1 All DAX Campaigns are charged on a CPM basis.
- 10.2 DAX Direct Campaigns shall be invoiced in accordance with clause 5 of the General T&Cs.
- 10.3 In respect of DAX Programmatic Campaigns, we will bill monthly in arrears at the CPM rate at which the DAX Inventory was purchased.
- 10.4 We will rely on our own tracking to determine how many Impressions have been delivered and no Advertiser or Advertising Agency tracking or tags will be taken into account by us when determining the number of Impressions delivered.
- 10.5 Where you use third party advertising tags to deliver a digital advert, there may be a discrepancy between our delivery statistics and those of the third party. We will use reasonable endeavours to deliver to within 10% of a third party's advertising server's statistics in accordance with IAB guidelines set out here <https://www.iabuk.com/standards-guidelines> (as may be updated from time to time), but will not bear any liability for any discrepancy.

11. DAX Campaign Data and Personal Data

- 11.1 You may not, and may not authorise any third party to, sell, resell, lease, assign, rent, sublicense, distribute, transfer, disclose or otherwise exchange data provided by us in relation to a DAX Campaign.
- 11.2 You warrant, undertake and represent that you will:
 - 11.2.1 comply with the Data Protection Legislation and any data processing agreement or addendum agreed between the Parties, including in relation to your collection and processing of data, tracking of web users, online behavioural advertising and cross-device tracking; and
 - 11.2.2 publish and comply with a legally compliant privacy policy.