

## GLOBAL'S CONTRA TERMS AND CONDITIONS

These Terms and Conditions are regularly updated. This version was published on 10<sup>th</sup> January 2024. If your Order was issued before that date, please visit [this page](#) for the applicable Terms and Conditions. These Terms and Conditions are split into the following sections: [General T&Cs](#), [Audio & Digital T&Cs](#), the [DAX T&Cs](#), the [Event & Experiential T&Cs](#) and the [Outdoor 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 Contra Form;

**Advertiser Benefits** means the activities and/or obligations that we have agreed to provide to you as set out in the Contra Form (including the Audio Campaign, the DAX Campaign, the Digital Campaign and/or the Outdoor Campaign);

**Advertiser Infrastructure** means such infrastructure, vehicles and any other equipment whatsoever which you intend to use in relation to the Event(s) or which is necessary to put on the Event(s);

**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 Advertiser Benefits or the Global Benefits;

**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, including the Communications Act 2003, the Ofcom Broadcasting Code, the UK Code of Broadcast Advertising (BCAP Code), the UK Code of Non-Broadcast Advertising and Direct & Promotional Marketing (CAP Code);

**Agreement** means this agreement which is constituted by the Contra Form and these Contra Terms and Conditions;

**Applicable Regulations** means any and all applicable statute, enactment, legislation, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction 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 Contra Form 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 Contra Form 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, the DAX Campaign, the Digital Campaign and/or the Outdoor 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 of this Agreement;

**Contra Form** means the contra form detailing the Advertiser Benefits and Global Benefits and any schedules thereto;

**Contra Terms and Conditions** means these General T&Cs, together with the Audio & Digital T&Cs, the DAX T&Cs and the Outdoor T&Cs;

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

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

**Data Protection Legislation** means the UK Data Protection Legislation and any other applicable data protection and privacy legislation and regulatory requirements in force from time to time;

**Data Subject** shall have the meaning set out in the 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 Contra Form 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 Contra Form or otherwise provided by us at your request;

**Event(s)** means any event you are organising and/or promoting as set out in the Contra Form;

**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; government or local authority guidance; 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 the Advertiser Benefits; 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 the Advertiser Benefits; 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 (a) in respect of Outdoor Campaigns only, Global Media Group Services Limited (03296557) acting as agent for (i) Global Outdoor Media Limited (company number 02866133), (ii) Primesight Limited (company number 01847728), (iii) Outdoor Plus Limited (company number 04823380), (iv) Maxx Outdoor Ltd (company number 05735642) as applicable; or (b) otherwise, Global Media Group Services Limited (03296557);

**Global Benefits** means the activities and/or obligations that you have agreed to provide to us as set out in the Contra Form;

**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 Global Benefits or the Advertiser Benefits;

**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 interest, fines, penalties, management time, legal and other professional costs and expenses), 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

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 Contra Form or as otherwise agreed between the Parties;

**Outdoor Campaign** means the out of home activities booked by you as set out in the Contra Form or otherwise provided by us at your request;

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

**Personal Data** shall have the meaning set out in the 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(s)** means, in relation to a Promotion, the prizes to be supplied by you (if any) as set out in the Contra Form or as otherwise agreed between the Parties;

**Products** means any products or services which are the subject of the Advertiser Benefits and/or the Global Benefits;

**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 Advertiser Benefits;

**Talent** means any talent engaged by us to provide services in connection with the Advertiser Benefits and/or Event(s) as set out in the Contra Form;

**Term** means the duration of this Agreement;

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

**UK GDPR** means the GDPR as retained in UK law pursuant to the European Union (Withdrawal) Act 2018;

**Value** means each of (i) the cost to us for delivery of the Advertiser Benefits as set out in the Contra Form; and (ii) the cost to you for delivery of the Global Benefits as set out in the Contra Form;

**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 bank or public holiday; and

**you and your** means the Advertiser.

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 Contra Form shall have the same meaning in the Contra Terms and Conditions and vice versa.

## 2. Formation of Contract and Application of these

### **Contra Terms and Conditions**

- 2.1 Unless the Campaign is a DAX Programmatic Campaign, we will send you a Contra Form to review, which constitutes an offer to enter into an agreement incorporating these Contra Terms and Conditions. Our offer will be deemed accepted and a contract formed on the earlier of: (i) you confirming acceptance by signing and returning the Contra Form to us, and (ii) either Party commencing performance of and/or exercising any or all of its obligations hereunder.
- 2.2 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;
- 2.3 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.
- 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 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 We shall own the IPR in the materials and/or deliverables provided as part of the Advertiser Benefits and all Global Materials, together with any associated goodwill therein.
- 3.4 Subject to clause 3.5 of these General T&Cs, you will not use, nor permit a third party to use, Campaign Materials without obtaining our prior written approval in relation thereto.
- 3.5 You may use or permit a third party to use Campaign Materials displayed as part of an Outdoor Campaign provided that we have granted you a non-exclusive licence to use any Global Materials contained in any Outdoor Campaign on payment of an agreed licence fee. For the

avoidance of doubt, such licence fee will not include any third party IPR in the Global Materials or the Advertiser Materials. To the extent that we or you have licensed in third party IPR for the purpose of creating and/or displaying the Outdoor Campaign (for example, stock library images), you would need to license these directly from the relevant third party(s).

- 3.6 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.
- 3.7 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 Advertiser Benefits.
- 3.8 We grant to you a non-exclusive, royalty free licence to use the Global Materials for the limited purposes of delivering the Global Benefits under and in accordance with this Agreement and/or in relation to the Advertiser Benefits only (as applicable) Provided That: (i) you obtain our prior written approval for each and every use of the Global Materials; (ii) such use is in accordance with our instructions and our Brand Guidelines; and (iii) you shall not in any way alter the Global Materials.
- 3.9 All rights not expressly granted to you under this Agreement are hereby reserved to us.

### **4. Promotions**

- 4.1 Where the Advertiser Benefits include a Promotion:
- 4.1.1 you will provide the Prize(s) unless stated otherwise in the Contra Form;
- 4.1.2 where you are providing and sending Prize(s) to Promotion winners directly, you will ensure that the Prize(s) 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 the Prize(s) and we are sending the same to Promotion winners, you will provide us with the Prize(s) 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 Prize(s) 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, 4.1.2 and/or 4.1.3 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 Advertiser Benefits, you must confirm in your promotion T&Cs that you are the “promoter” of the 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. Global Benefits and the Event(s)**

- 5.1 You shall be solely responsible for all aspects of the Global Benefits, which for the avoidance of doubt, includes all aspects of the Event(s). You will:

- 5.1.1 provide all documentation in relation to the Event(s) as reasonably requested by us, on demand;
- 5.1.2. obtain and maintain in force at all times all applicable licences, consents, certificates, registrations, permissions, permits and waivers (including a valid premises licence for the appropriate venue(s) for the duration of the Event(s)) (Permissions);
- 5.1.3 install, operate and remove all Advertiser Infrastructure and keep and maintain the same (including interior, exterior, fittings and equipment installed therein) in clean, orderly, sanitary and good repair at all times during the Event(s);
- 5.1.4 ensure that the Advertiser Infrastructure is fully operational on each day of each of the Event and during all inspections and that you have sufficient Advertiser Infrastructure and Advertiser Personnel at the applicable venue(s) in order to put on the Event in accordance with the terms of this Agreement.

- 5.2 If the Event(s) is cancelled (in whole or in part) for any reason and without limitation to our rights under clauses 11 or 12, the Parties will discuss such cancellation in good faith and ascertain whether it is possible for Advertiser to grant alternative rights as a substitute to those granted hereunder, which

may include providing additional Global Benefits for alternative event(s) and/or activities. The provision of any such alternative rights is subject to the prior approval of Global.

## **6. Value**

- 6.1 The Parties acknowledge and agree that the Value of the Advertiser Benefits and the Global Benefits is the same and will be documented by both sides raising and exchanging equal and opposite valid VAT invoices within 30 days of the date hereof.
- 6.2 To avoid doubt and without limitation to our rights under clauses 11 or 12, Global will not be required to provide or continue to provide the Advertiser Benefits in circumstances where the Advertiser fails to provide the Global Benefits.

## **7. Data Protection**

- 7.1 In relation to the processing of Personal Data, each Party will:
- 7.1.1 comply with its obligations under the Data Protection Legislation; and
- 7.1.2 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.
- 7.2 To the extent that the Parties are both independent Data Controllers in respect of Shared Personal Data, each Party shall:
- 7.2.1 comply with all the obligations imposed on a Data Controller under the Data Protection Legislation;
- 7.2.2 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;
- 7.2.3 consult with the other Party about any notices to be given to Data Subjects in relation to the Shared Personal Data;
- 7.2.4 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;
- 7.2.5 process the Shared Personal Data in accordance with its privacy policy;
- 7.2.6 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;
- 7.2.7 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
- 7.2.8 not transfer any Shared Personal Data outside the UK without the prior written consent of the other Party.
- 7.3 Where a Party is acting as a Data Processor in relation to Personal Data over which another Party is the Data Controller, the Data Processor shall:
- 7.3.1 process such Personal Data only on the Data Controller's documented written instructions;
- 7.3.2 not transfer any Personal Data outside of the UK without the written consent of the Data Controller;
- 7.3.3 ensure that all Personnel processing the Personal Data have agreed to appropriate confidentiality obligations;
- 7.3.4 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;
- 7.3.5 notify the Data 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 7.3;
- 7.3.6 assist the Data Controller, at the Data 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;
- 7.3.7 notify the Data Controller without undue delay on becoming aware of a Personal Data Breach;
- 7.3.8 at the written request of the Data Controller, delete or return Personal Data and copies thereof on termination of this Agreement; and
- 7.3.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 7.3 and allow the Data Controller or its representative to audit the Data Processor's records on reasonable notice to the extent required to enable the Data Controller to comply with its obligations under the Data Protection Legislation.
- 7.4 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](mailto:privacy@global.com).
- 7.5 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 thirty (30) days of written notice from the non-breaching Party to the Party in breach.
- 7.6 We shall be a Data Controller of all Personal 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 7.7 below), you will also be a Data Controller and clause 7.2 of these General T&Cs will apply.
- 7.7 When we collect marketing opt ins from customers on your behalf, we are a Data Processor acting on instructions from you, the Data Controller, and clause 7.3 of these General T&Cs shall apply. In addition:
- 7.7.1 you shall:
- 7.7.1.1 provide us with full information relating to the nature of any processing you will undertake of the Shared Personal Data;
- 7.7.1.2 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;
- 7.7.1.3 enable us to lawfully collect and transfer to you the Shared Personal Data;
- 7.7.1.4 process the Shared Personal Data only as notified to us in accordance with clause 7.7.1.1 of these General T&Cs;
- 7.7.2 We shall:
- 7.7.2.1 ensure that we have all necessary notices and lawful bases in place to enable lawful collection and transfer to you of the Shared Personal Data;
- 7.7.2.2 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;
- 7.7.2.3 not disclose or allow access to the Shared Personal Data to anyone other than you, except in the course of delivering a Campaign, providing the Experiential Services, granting the Event Rights and/or otherwise performing our rights

hereunder unless otherwise agreed between the Parties.

## 8. Warranties

- 8.1 Each Party warrants, undertakes and represents to the other that:
- 8.1.1 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
  - 8.1.2 the officer signing this Agreement has full power and authority to enter into this Agreement on its behalf and thereby to bind it.
- 8.2 You warrant, undertake and represent that you:
- 8.2.1 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;
  - 8.2.2 will comply at all times with the Applicable Regulations;
  - 8.2.3 will, without limitation to the generality of clause 8.2.2 of these General T&Cs, ensure that the Advertiser Infrastructure, the Products, the Prizes and the Advertiser Materials are:
    - 8.2.3.1 safe;
    - 8.2.3.2 in a good state of repair;
    - 8.2.3.3 fit for their intended purpose;
    - 8.2.3.4 fully compliant with the Applicable Regulations; and
    - 8.2.3.5 in the case of the Products, fit for human consumption where applicable.
  - 8.2.4 will not undertake or authorise any 'flyposting' to be undertaken in contravention of the Town and Country Planning Act (Control of Advertisement Regulations 1989) and will immediately remove any such advertising undertaken or arranged by you upon it being brought to your attention. You will be liable to us for all costs we incur in the removal of all such posters and/or fines and/or payments that we are required to pay (if any);
  - 8.2.5 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 Audio Campaign, Digital Campaign, the DAX Campaign, the

Outdoor Campaign and/or any Talent and/or any partner or client of ours into disrepute;

- 8.2.6 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
  - 8.2.7 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.
- 8.3 You warrant, undertake and represent that:
- 8.3.1 the Campaign(s) is legal, decent, honest and true and complies with the Applicable Regulations;
  - 8.3.2 claims made in the Campaign(s) are accurate and fair and can, if required, be substantiated by documentary evidence;
  - 8.3.3 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;
  - 8.3.4 you will, at all times during the Term, maintain adequate virus protection and security measures to protect your IT systems and all Advertiser Materials;
    - 8.3.4.1 the Advertiser Materials will not:
    - 8.3.4.2 infringe any rights (including IPR) of any third party;
    - 8.3.4.3 be defamatory;
    - 8.3.4.4 give rise to a claim for passing off
    - 8.3.4.5 be inaccurate, misleading, obscene or offensive; or
    - 8.3.4.6 infringe or breach any Applicable Regulations.
  - 8.3.5 the Event(s) shall be organised and run in accordance with the Applicable Regulations, the Permissions, to the standard expected from a first class, professional event organiser, and in accordance with the information set out in the Contra Form and with all information provided by you to us in relation thereto; and
  - 8.3.6 the Global Benefits, the provision thereof and the exercise of your rights and performance of your obligations shall at all times be in accordance with the Applicable

Regulations.

- 8.4 Each of clauses 8.2.3, 8.2.5 and 8.3.1 of these General T&Cs shall be deemed to be a condition of this Agreement.

## **9. Insurance and Indemnity**

- 9.1 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:
- 9.1.1 public liability insurance with a limit of no less than £5 million;
  - 9.1.2 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
  - 9.1.3 product liability insurance with a limit of no less than £5 million.
- 9.2 You will supply a copy of the certificates for the policies detailed above (or other documentary evidence) to us upon our request.
- 9.3 We will carry the following insurance with a reputable insurer during the Term:
- 9.3.1 public liability insurance with a limit of no less than £5 million; and
  - 9.3.2 employer's liability insurance with a limit of no less than £10 million.
- 9.4 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.
- 9.5 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 any of them, arising out of or in connection with:
- 9.5.1 any act or omission of you or any of your Personnel, including any breach, negligent performance or non-performance of this Agreement;
  - 9.5.2 any breach of all or part of clause 8 of these General T&Cs;
  - 9.5.3 any claim made against us stating that our use of the Advertiser Materials infringes any rights (including IPR) of any third party;
  - 9.5.4 any claim made against us in relation to any of the Products and/or the Advertiser Benefits, unless such claim is solely and directly attributable to our acts and/or omissions; or

9.5.5 the enforcement of this Agreement.

- 9.6 You will notify us immediately on becoming aware of any fact or circumstances that could trigger the indemnity in clause 9.5 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 9 applies.

## **10. Liability**

- 10.1 Nothing in this Agreement will exclude or limit or be deemed to exclude or limit liability for:
- 10.1.1 death or personal injury arising from the negligence of any Party or any person for which that Party is vicariously liable;
  - 10.1.2 fraud or fraudulent misrepresentation; or
  - 10.1.3 any other liability the exclusion or limitation of which is prohibited by law.
- 10.2 Subject to clause 10.1 of these General T&Cs, we will not be liable to you, whether such liability arises in contract, tort (including negligence) or otherwise, for:
- 10.2.1 any indirect, special or consequential loss, costs, damages, charges, or expenses howsoever caused;
  - 10.2.2 any loss of sales, profit, anticipated profit, use, business, anticipated business, contracts, anticipated savings, or any pure economic loss; or
  - 10.2.3 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.
- 10.2 Subject to clauses 10.1 and 10.2 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 an amount equal to lower of £5million or a sum equal to the value of the Global Benefits.
- 10.4 Subject to the terms of clause 10.1 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.
- 10.5 Subject to the terms of clauses 10.1 to 10.4 of these General T&Cs, we will not under any circumstances be liable for:
- 10.5.1 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		meaning of section 123 of the Insolvency Act 1986, or any event occurs, or proceeding is taken, with respect to Advertiser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this clause 11.1.2
10.5.2	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 Advertiser Benefits, 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.		
10.6	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 last date that the Advertiser Benefits were provided and/or delivered, 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.		
10.7	The provisions of this clause 10 will survive termination or expiry of this Agreement.		
<b>11.</b>	<b>Termination</b>		
11.1	Without prejudice to any other rights and remedies, we shall be entitled to terminate this Agreement upon giving written notice (email shall not suffice) to you if:	11.2	Without prejudice to any other rights and remedies you may have, you will be entitled to terminate this Agreement upon giving written notice (email shall not suffice) to us if:
11.1.1	Advertiser commits a material breach of a term of this Agreement and fail 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 Advertiser Benefits and/or Global Benefits; or	11.2.1	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;
11.1.2	Advertiser 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 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	11.2.2	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 11.2.2.
		11.3	Termination of this Agreement will be without prejudice to any rights or remedies which may have accrued as at termination.
		11.4	We may, at any time and without incurring any liability to you whatsoever, discontinue or not deliver or display the Advertiser Benefits (in whole or in part) without giving any reason, in which case, unless due to a Force Majeure Event or the provisions of clauses 11.7 and 11.9 below apply, we shall at our election, either (i) offer to you substitution rights of a broadly equivalent value; (ii) agree to a proportionate reduction of the Global Benefits which you are required to provide and/or grant to us; or (iii) pay to you cash to an equivalent value of the Global Benefits which you have delivered to us.

11.5	Upon termination or expiry of this Agreement and without affecting any other rights or remedies of any Party:	11.10	A termination notice must be served in accordance with clause 15.4 of the General T&Cs.
11.5.1	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;	<b>12. Force Majeure</b>	
11.5.2	such termination or expiry will be without prejudice to any accrued rights, remedies, or obligations of any Party under this Agreement;	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.
11.5.3	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).	12.2	A Party so prevented or delayed from performing its obligations will 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 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 despite the continuance of the Force Majeure Event.
11.6	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.	12.3	As soon as reasonably possible after the end of the Force Majeure Event, the affected Party will give written notice to the other Parties that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.
11.7	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 the Advertiser Benefits, 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.	12.4	If we have provided all or part of the Advertiser Benefits at the time of the Force Majeure Event, we will provide details thereof to you and you shall provide to us, at our election, either (i) substitute rights of a broadly equivalent value to the Advertiser Benefits that we have delivered; or (ii) cash to an equivalent value to the Advertiser Benefits that we have delivered.
11.8	Without limitation to any rights or remedies available to us, if we specify (before or at the time of Contra Form) 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 Advertiser Benefits, if all or part of the Campaign elicits, or in our reasonable opinion is likely to elicit, any complaints.	12.5	If you have provided all or part of the Global Benefits as at the date of the Force Majeure Event, you will provide details thereof to us and we shall at our election, either: (i) substitute rights of a broadly equivalent value to the Global Benefits that you have delivered; or (ii) make a payment to you of a sum equal to the value of the Global Benefits that you have delivered.
11.9	If we exercise all or any of our rights under clauses 11.7 or 11.8 of these General T&Cs:	<b>13. Confidentiality</b>	
11.9.1	we will not be liable to you for any damage, loss or expense incurred by you in relation thereto; and	13.1	Each Party shall, subject to clause 13.2 of these General T&Cs:
11.9.2	the Global Benefits will be due in full notwithstanding that the Advertiser Benefits have not been delivered, granted, provided or displayed (as applicable).	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 Party 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 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 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 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 You will, and will ensure that all your Personnel will:

- 14.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force from time to time, including the Modern Slavery Act 2015;
- 14.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1,2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
- 14.1.3 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (Bribery Act);
- 14.1.4 not engage in any activity, practice or conduct which would constitute an offence under section 1, 2 or 6 of the Bribery Act if such activity, practice or conduct had been carried out in the UK;
- 14.1.5 comply with our anti-bribery and anti-corruption policies (as may be updated from time to time);
- 14.1.6 have and maintain in place throughout the Term your own anti-bribery and anti-corruption policies and procedures,

including adequate procedures under the Bribery Act; and

- 14.1.7 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.

- 14.2 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. 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 order (other than the Contra Form) or terms and conditions (other than the Contra 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 a purchase order or standard terms and conditions are referred to in correspondence by us.

- 15.3 We reserve the right to revise the Contra Terms and Conditions from time to time, on the basis that any agreement entered into will incorporate the Contra 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 Contra 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.

- 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. Advertiser shall not 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 or conflict between the terms of the Contra Form and the Contra Terms and Conditions; then the Contra Form shall take precedence, followed by the General T&Cs, the DAX T&Cs and then each of the Audio & Digital T&Cs and Outdoor 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.

- 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, 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. 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;
- Broadcast Advert** means a 'spot' advert for radio broadcast;
- 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 you providing the Global Benefits, we will deliver the Audio Campaign and/or Digital Campaign in accordance with the terms of this Agreement. Delivery of the Audio Campaign and/or Digital Campaign is subject to (i) our approval and (ii) availability on the Media Platforms.
- 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 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 material error(s); or (iii) fails to achieve the level of impacts, impressions or placement set out in the Contra Form, 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 time as is necessary to equate to the shortfall; or
- 2.5.2 providing you with delivery opportunities for the Audio Campaign and/or Digital Campaign of a value equal to the shortfall;

or

- 2.5.3 offer to you alternate rights of a broadly equivalent value or cash to a broadly equivalent value; or
- 2.5.4 agree to a proportionate reduction to the Global Benefits that you are required to provide and/or grant to us.

### **3 Campaign Materials**

- 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.
- 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.
- 3.3 If the Contra Form 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.
- 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.

### **4. Show Sponsorships**

- 4.1 We have the right to:
- 4.1.2 substitute the presenter of a Show with another presenter; and/or
- 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.

### **5. Audio Advertising**

- 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 us) comply with our Delivery Guidelines for Advertising on Global Stations, which may be updated from time to time, together with any 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:

- 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
- 5.2.2 details of any clearance conditions imposed by Radiocentre, including scheduling, scripting or production requirements.

5.3 You acknowledge and agree that Radiocentre clearance does not guarantee that a Broadcast Advert is compliant with the law or Ofcom regulations, nor does it guarantee that the ASA will not uphold a complaint against it.

5.4 Where Campaign Materials (including Broadcast Adverts) do not require Radiocentre clearance, you will ensure that they comply with the BCAP Code and/or the CAP Code (as applicable) and our internal clearance procedures in good time before the start date of the Audio Campaign and/or Digital Campaign.

5.5 You acknowledge and agree that, without us incurring any liability in relation thereto, we will not deliver any Broadcast Adverts which:

- 5.5.1 do not have Radiocentre clearance or do not comply with the requirements in clause 5.4 of these Audio & Digital T&Cs (as applicable);
- 5.5.2 do not comply with any requirements or conditions explicitly imposed by Radiocentre as a pre-condition for clearance;
- 5.5.3 are the subject of an upheld complaint by the ASA; and/or
- 5.5.4 contain claims that, in our reasonable opinion, require substantiation and/or Radiocentre clearance and the same has not been provided to our reasonable satisfaction.

5.6 Where the Contra Form 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%.

## **6. Digital Advertising**

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 other requirements as may be notified by us to you from time to time.

6.2 Subject to clause 3.1 above, we require Advertiser Materials to be delivered to us five (5) Working Days before the Digital Campaign is due to go live.

6.4 Where the Contra Form 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%.

6.5 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.

## **7 Intellectual Property**

7.1 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 Advertiser Benefits.

## **PART C: DAX T&Cs**

### **1 General**

1.1 In this Part C, all references to clause numbers shall be references to clauses in this Part C unless stated otherwise.

1.2 All terms defined in the General T&Cs shall have the same meaning in this Part C and, unless otherwise stated or unless the context otherwise requires:

**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 outdoor advertising, 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;

## **2 Agreement**

- 2.1 The booking and delivery of all DAX Campaigns is subject to (i) our approval; and (ii) availability on DAX Inventory.
- 2.2 Where we are delivering an Audio Campaign and/or a Digital Campaign via DAX the Audio & Digital T&Cs shall apply in addition to the DAX T&Cs. If there is a conflict between the Audio & Digital T&Cs and the DAX T&Cs, the DAX T&Cs will prevail.
- 2.3 Where we are delivering an Outdoor Campaign via DAX the Outdoor T&Cs shall apply in addition to the DAX T&Cs. If there is a conflict between the Outdoor T&Cs and the DAX T&Cs, the DAX T&Cs will prevail.

## **3 Specification for and placement of DAX Ads**

- 3.1 We require DAX Ads to be delivered to us three (3) Working Days before a DAX Direct Campaign is due to go live.
- 3.2 You shall ensure that the DAX Ads comply with the specifications set out (i) here for display and video ads; (ii) here for audio ads; and (iii) here for outdoor ads.
- 3.3 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 shall extend the period of the DAX Direct Campaign by agreement with you
- 3.4 DAX Programmatic Campaigns are booked and delivered in real time.

## **4 Reporting and Attribution**

- 4.1 We may use Personal Data for reporting and attribution analysis of the DAX Campaign, as agreed between the Parties.
- 4.2 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).
- 4.3 You will be the Data Controller and we will be the Data Processor of any personal data collected and processed via the Tag and all Parties shall comply with the DAX Audio Measurement DPA
- 4.4 Without prejudice to clause 4.3 of these DAX 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).
- 4.5 We will:
  - 4.5.1 process the data generated by the Tag;
  - 4.5.2 anonymise the data;
  - 4.5.3 report to you on the effectiveness of the DAX Campaign; and
  - 4.5.4 provide you with recommendations to maximise the effectiveness of future DAX campaigns.

## **5 Brand Safety and Fraudulent Traffic**

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

## **6 DAX Campaign Value and Tracking**

- 6.1 All DAX Campaigns are valued on a CPM basis.
- 6.2 We will rely on our own tracking to determine how many Impressions have been delivered and no Advertiser tracking or tags will be taken into account by us when determining the number of Impressions delivered.
- 6.3 Where the Order specifies the level of impressions likely to be achieved as a result of the DAX Campaign, we will ensure that such impacts are achieved to a variance of +5/-5%.
- 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.

## 7 Personal data

- 7.1 As between the Parties, Global owns all right, title and interest to the Personal Data processed in relation to DAX Campaigns.
- 7.2 You may not, and may not authorise any third party to, sell, resell, lease, assign, rent, sublicense, distribute, transfer, disclose or otherwise exchange Personal Data processed by you in relation to a DAX Campaign.
- 7.2.1 You warrant, undertake and represent that you will: 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 behavioral advertising and cross-device tracking; and
- 7.2.2 publish and comply with a legally compliant privacy policy.

## PART D: OUTDOOR T&Cs

### 1 General

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

**Advertisement Copy** means advertising material (including posters, digital format and any other advertising material) intended for display by us;

**Artwork** means the artwork, information and materials required by us for the purpose of undertaking (or procuring the undertaking of) Production Services;

**Copy Deadline** means either:

- (a) the date by which the Artwork has to be delivered to us, or agreed by us, as specified in the Contra Form or otherwise communicated to you; or
- (b) if no date is specified in the Contra Form or otherwise communicated to you, four (4)

weeks prior to the Start Date;

**Copy Guidelines** means, the Copy Guidelines for Audio, Digital and Outdoor Advertising available on global.com as amended from time to time Design means the service of designing advertising material for use in Advertisement Copy;

**Digital Advertisement System** means the infrastructure, network, hardware and software used by us for the scheduling, transmission and display of digital format Advertisement Copy at the Sites;

**Display Period** means, in respect of an Outdoor Campaign, (or the relevant part thereof) to be displayed on:

(a) any traditional format Site Type, the Posting Period for the relevant Site Type;

(b) any digital Site Type (other than an Interactive Media Site Type), the sequence or proportion of display time specified in the Contra Form or otherwise communicated to you; and

(c) any Interactive Media Site Type, the period agreed between the Parties;

**Draft Copy** has the meaning given in clause 4.3 of these Outdoor T&Cs;

**End Date** means the end date of the Outdoor Campaign as set out in the Contra Form by reference to which the Removal Period for the Outdoor Campaign shall be calculated (also referred to as the "out of charge date");

**Interactive Data** means all data which is captured or collected on any Digital Advertisement System using Interactive Media and which has been anonymised so that it does not contain any Personal Data;

**Interactive Media** means any advertisement which uses online or offline software (including NFC technology but excluding QR technology) or media to engage, and enable the collection of data from, members of the public. Any reference to advertisements in a digital format will include Interactive Media;

**Landlord** means each person, firm, or company from whom we have a right to display advertising on their property;

**Overshow** means the display by us of the relevant Advertisement Copy at Sites for a period of time that is beyond the Display Period and/or in excess of the volume of Advertisement Copy that we are required



to display pursuant to the Contra Form;

**Posting Period** means, in respect of each Site Type, the period specified in the Global Outdoor Posting Guidelines by reference to which we will affix or otherwise initiate the display of Advertisement Copy;

**Printing** means the service of printing Advertisement Copy;

**Production Services** means Design and/or Printing (as appropriate);

**Production Specifications** means the document or documents provided to you containing our technical specifications relating to the provision of Artwork , and the production of Advertisement Copy;

**Rebate** means any rebate, bonus, refund, incentive, goodwill payment, discount or other benefit provided by us;

**Removal Period** means, in respect of each Site Type, the period specified in the Global Outdoor Posting Guidelines by reference to which we will remove displays of Advertisement Copy, subject to the terms of this Agreement;

**Sites** means the locations at which we display Advertisement Copy, including (but not limited to) each of the Site Types;

**Site Types** means the different types of advertising format for the specified locations as listed in the Global Outdoor Posting Guidelines;

**Special Advertisement** means special advertisement products offered by us including "Mega-Rear", "Fully Wrapped Display", "Mega Side", "Super Square", "Silver Centre", "Digiwall", "Megawall", "Mega Escalator", "Mega DEP", "Escalator Frieze", "Globe" (mixture of vinyl long postings and traditional 12 sheets, 4 sheets and 6 sheets), "Vinyl Long Posting", "Ceiling Vinyl", "Wrapped Corridor", "Pillar Wrap", "180 Degree Wrap", "Banner", "Corridor Frieze", "Arch", "Escalator Arch", "Headwall", "Station Domination", "Exit Domination", "5 ways", "Stairwell Frieze", "Window Vinyl", "Escalator Fin", "Travolator", "Corridor Vinyl", "Bespoke Vinyl Panel", / "Odd Size Vinyl", "PED Vinyl", "Framed Spectacular", "Landmark Plus", "Special Build 6 Sheets" and "Floor Graphics" and any other product designated as a "Special Advertisement" in the Contra Form or otherwise;

**Start Date** means the start date of the Outdoor Campaign as set out in the Contra Form by reference to which the Posting Period for the Outdoor Campaign shall be calculated;

## **2 Display of Advertisement Copy**

2.1 We will, subject to the terms of this Agreement and unless otherwise agreed, procure that at least 95% of the Advertisement Copy set out in the Contra Form is affixed or displayed at available Sites for the full Display Period. We may remove Advertisement Copy in accordance with the relevant Removal Period(s), provided always that (unless otherwise agreed) we shall be entitled to display Advertisement Copy beyond the End Date at no cost to you.

2.2 Where we have agreed in writing to a change of Advertisement Copy on display at a given Site commencing on a stipulated date, we will complete such change within the applicable Posting Period as if the stipulated date were the Start Date for a new Outdoor Campaign,

2.3 Any list of Sites provided to you with a Contra Order is indicative only and is subject to change. We reserve the right to use our discretion in selecting which Advertisement Copy to display at which Sites and to substitute planned Sites for other Sites of a similar quality where the planned Sites are not available or we otherwise consider this is necessary or desirable. If no Sites of a similar quality are available, we will, at our sole discretion, either (a) agree to a proportionate reduction to the Global Benefits that you are required to provide and/or grant to us; or (b) provide an Overshow for such time as is necessary to equate to the shortfall in display of the Advertisement Copy.

2.4 You agree that we may re-format or make such minor alterations to Advertisement Copy as may in our reasonable opinion be necessary for us to comply with the Landlord's requirements or to ensure compatibility with Sites or in order to accommodate slight variations in inventory requirements of the same Sites.

2.5 The value of the Advertiser Benefits in respect of the Outdoor Campaign includes the maintenance of display of Advertisement Copy at Sites in good condition (including where necessary replacing Advertisement Copy).

2.6 We will only provide photographs of displayed Advertisement Copy at Sites (or any other form of posting report) if expressly agreed in the Contra

Form. To the extent that we have agreed to provide posting reports, we will provide the same in our customary form (including as to the nature and level of detail of any information included) and within our customary timeframe for producing such reports.

### 3 Supply of Material

3.1 All Artwork and Advertisement Copy (subject to any other terms specified in the Contra Form) be provided to us by the Copy Deadline in a form that is compliant with the Copy Guidelines and, subject to clause 3.3 of these Outdoor T&Cs, the Production Specifications for the relevant Sites. All Advertisement Copy shall be delivered in the specified electronic format by the specified delivery method.

3.2 If we are providing Design in accordance with clause 4 of these Outdoor T&Cs, you will provide all necessary Artwork (if any) and any other information or detail to us not less than two (2) weeks prior to the Copy Deadline (excluding any elements to be created by us) You will supply any imagery print ready (at least 300 dpi) and any illustrations (including logos) in Vector format.

3.3 To the extent that:

3.3.1 any Advertisement Copy or Artwork delivered to us does not comply with the Copy Guidelines;

3.3.2 any Advertisement Copy or Artwork delivered to us does not comply with all relevant Production Specifications; or

3.3.3 any Advertisement Copy or Artwork is not delivered in the specified electronic format or by the specified delivery method,

by the relevant deadline (whether in part or in whole) then the Advertisement Copy or Artwork (as appropriate) will be deemed not to have been delivered to us in accordance with this clause 3 of these Outdoor T&Cs. The Parties acknowledge that an approval or acceptance of Advertisement Copy or Artwork by us is an affirmation that the Advertisement Copy or Artwork meets the Copy Guidelines and the Production Specifications, and not that the Advertisement Copy or Artwork complies with the Advertising Standards or the warranties set out in clause 8 of the General T&Cs or clauses 3.7 and 4.2 of these Outdoor T&Cs.

3.4 If you fail to deliver Advertisement Copy or Artwork in accordance with this clause 3 of these Outdoor T&Cs, we are not obliged to display the non-compliant or undelivered Advertisement Copy or Artwork but you shall, nonetheless, be liable to deliver the Global Benefits in full. If you

subsequently deliver the Advertisement Copy or Artwork to us, we will use reasonable endeavours to provide the Production Services and/or display the non-compliant or late Advertisement Copy but without any commitment to post it within the relevant Posting Period(s) or for the full Display Period and shall not be obliged to provide any posting reports.

3.5 Delivery to us of Artwork or Advertisement Copy shall be deemed not to have been made until the relevant posting instructions (if any) for that Artwork or Advertisement Copy, together with the Outdoor Campaign reference number (if any), have been given to us.

3.6 You expressly permit us to photograph the Advertising Copy on all Sites and use such photographs in any and all marketing materials.

3.7 You warrant and undertake that (including where we are responsible for Design and Printing of Advertisement Copy) all Advertisement Copy will comply with the Advertising Standards, and any restrictions imposed by the Landlord relating to the relevant Sites made known to you by us prior to the delivery of the relevant Artwork or Advertisement Copy provided that, if we are responsible for Design, you will not be responsible for any infringement of any third party rights in any design that was added by us unless we indicate at the time of providing the Draft Copy (as defined in clause 4.3 of these Outdoor T&Cs) that we have not procured the relevant rights. You covenant to pay and shall indemnify us and the Indemnified Parties on demand for and against all Losses incurred by any of them, arising out of or in connection any breach by you of this clause 3.7 or clause 8.3 of the General T&Cs.

### 4 Production Services

4.1 As long as the Artwork is supplied to us in accordance with clause 3 of these Outdoor T&Cs, we will: (a) procure Printing; and (b) if specified in the Contra Form undertake the Design on the terms of this clause 4 of these Outdoor T&Cs. We warrant that we will procure Printing and, if applicable, undertake the Design using reasonable skill and care.

4.2 You hereby grant us a non-exclusive licence of all IPR in and to the Artwork reasonably required by us to design Advertisement Copy and to perform our other obligations in this Agreement without infringing any third party's rights. Without prejudice to any other provision of this Agreement, you warrant that you have the right, capacity, power and

authority to give the licence contained in this clause 4.2. You covenant to pay and shall indemnify us and the Indemnified Parties on demand for and against all Losses incurred by any of them, arising out of or in connection with a claim by a third party that the use of the Artwork as contemplated by this Agreement infringes that third party's rights.

4.3 Following receipt of the Artwork in accordance with clause 3 of these Outdoor T&Cs, we will provide you with an electronic copy of the draft Advertisement Copy ("Draft Copy").

4.4 Upon receipt of the Draft Copy, you will promptly (and, in any case, in no more than three (3) Working Days) accept or reject the Draft Copy by notice in writing to us. Subject to clause 4.6 of these Outdoor T&Cs, where you reject any Draft Copy (or revised Draft Copy), we will endeavour to produce revised Draft Copy for your approval, and upon receipt of any such revised Draft Copy, you will within one (1) Working Day accept or reject the revised Draft Copy by notice in writing to us. You undertake to provide us with such information as we may reasonably request to facilitate the performance by us of our obligations in this clause 4.4.

4.5 Where Design is included in the Advertiser Benefits or is otherwise stated to be free of charge in respect of any Outdoor Campaign, you will be entitled to the initial Draft Copy and no more than three (3) revised drafts of the same. All further Design work undertaken by us shall be charged at our standard rate of £150 for each subsequent revised draft.

4.6 We will be under no obligation to provide revised Draft Copy to the extent that the Draft Copy or any revised Draft Copy provided by us acting in good faith has not been approved by you by the date which is three (3) Working Days before the Copy Deadline for the relevant Outdoor Campaign.

4.7 To the extent that:

4.7.1 the Artwork is not provided in accordance with clause 3 of these Outdoor T&Cs; or

4.7.2 by the date which is at least three (3) Working Days before the Copy Deadline, you have not approved the Draft Copy or any revised Draft Copy in accordance with clause 4.4 of these Outdoor T&Cs,

then you will be deemed to have cancelled the relevant Outdoor Campaign. To the extent that you have provided all or part of the Global Benefits at the time that you are deemed to have cancelled the relevant Outdoor Campaign, we shall, at our sole discretion, offer to you either: (i) substitute rights of a broadly equivalent value to the Global Benefits

that you have delivered; or (ii) cash to an equivalent value to the Global Benefits that you have delivered. You acknowledge that time is of the essence in the production and posting of Advertisement Copy and that this provision is the minimum required to ensure that Advertisement Copy is ready for display in good time.

4.8 Any Draft Copy approved by you shall be Advertisement Copy for the purposes of this Agreement. We will be under no obligation to display any Draft Copy which you have not approved in writing in accordance with this clause 4.

## 5 Liability for display of Advertisement Copy

5.1 We will not be liable for any incorrectly or non-displayed Advertisement Copy or non-illumination of a display or faulty moving displays if the defect is remedied within fourteen (14) days after receipt of notification.

5.2 You acknowledge and agree that, in circumstances where we no longer have any obligation to display Advertisement Copy (whether or not this is as a result of a breach by you of the terms of this Agreement) it is reasonable for you to continue to provide and/or grant the Global Benefits given our administrative costs, cost of sales and design, the difficulty of filling relevant Sites with alternative advertising in short timescales, and the impracticality of calculating how much revenue is earned from any alternative advertising that may be displayed at the relevant Sites.

5.3 We will have no obligation to, and consequently no liability in respect of a failure to, display Advertisement Copy to the extent clauses 3.4, 4.7, 6, 7 of these Outdoor T&Cs or clause 8.5 of the General T&Cs (or any other clauses of this Agreement which permit us not to display Advertisement Copy) apply, save as expressly set out in such clauses.

5.4 Our liability to you for a failure to display Advertisement Copy, as required by this Agreement, for any reason other than your act or omission or a Force Majeure Event, will be limited, to, at our option, (i) refunding an amount equal to the applicable portion of the Global Benefits in circumstances where we fail to display any Advertisement Copy at all during the Display Period or (ii) providing an Overshow of Advertisement Copy for such time as is necessary to equate to the shortfall of the Outdoor Campaign or, if agreed with you, the display of different Advertisement Copy (with new Artwork). The Overshow will be

determined by us and may take place during or after the Display Period at substitute Sites and/or additional Sites.

## **6 Force Majeure**

6.1 In accordance with clause 12 of the General T&Cs the due performance of this Agreement in relation to any Outdoor Campaign is subject to suspension, variation or cancellation by us (in whole or in part) owing to a Force Majeure Event.

6.2 You acknowledge that the display of Advertisement Copy on Sites may be subject to interruption or obstruction, whether as a result of unplanned or emergency works of the Landlord or otherwise. If such interruption or obstruction continues for a period of more than five (5) days, we:

6.2.1 will no longer be obliged to display the affected Advertisement Copy; and

6.2.2 will, at our sole discretion: (i) agree a proportionate reduction of the value of the Advertiser Benefits that relates to the affected duration, excluding the period of five (5) days, of the Display Period for the affected Advertisement Copy; or (ii) provide an Overshow for such time as is necessary to equate to the shortfall in display of the Advertisement Copy, excluding the period of five (5) days, Other than as set out in clause 6.3 of these Outdoor T&Cs we will not be liable for loss of or damage to or any adverse impact on the display of any Advertisement Copy as a result of any Force Majeure.

6.3 We will not be liable for any vandalism. While we will use reasonable endeavours to repair vandalised Advertisement Copy where possible, you will be liable for the supply (or cost of supply) of any replacement Advertisement Copy, except where we are responsible for production of Advertisement Copy.

## **7 Removal for purposes of Landlord's undertaking**

7.1 If the Landlord at any time in its absolute discretion rejects any Advertisement Copy or requires the display of Advertisement Copy at his property to be removed, interrupted, discontinued, suspended, varied or cancelled then we may reject, remove, interrupt, discontinue, suspend, vary or cancel such display of Advertisement Copy without prior notice and upon any such action of the Landlord we may cancel the Outdoor Campaign whether wholly or in part notwithstanding anything therein contained. In the event of such cancellation, our liability is limited

as outlined in clause 7.2 of these Outdoor T&Cs.

7.2 In the event of non-display, removal or discontinuance, or any suspension, variation or cancellation by us in accordance with clause 7.1 of these Outdoor T&Cs, we will not be liable to pay any Losses as a result or in respect of such termination, non-display, removal or discontinuance, or any suspension, variation or cancellation of advertising.

7.3 You acknowledge that the Landlord may share rejected, removed, interrupted, discontinued, suspended, varied or cancelled Advertising Copy with other media-owners that manage other parts of the Landlord's media estate for the purposes of ensuring that such Advertising Copy is rejected, removed, interrupted, discontinued, suspended, varied or cancelled across the whole of its media estate.

## **8 Surplus Material**

8.1 Any digital copies of Artwork or Advertisement Copy in our possession will be kept on file for not less than two (2) years (or such longer period as may be required by law) unless instructed by you to be deleted, after which time such copy shall be disposed of in such manner as we shall decide. You hereby grant us a revocable non-exclusive licence of the IPR in such Artwork and Advertisement Copy for the purpose of giving effect to this clause 8.1.

## **9 Rights in and use of the Interactive Data**

9.1 You acknowledge that all IPR in the Interactive Data shall on creation belong to us to the fullest extent permitted by law. To the extent that these rights do not vest in us automatically, you will hold them on trust for us and shall, at your own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) all further documents, required by law or which we reasonably request, to vest in us the full benefit of the right, title and interest assigned to us under this Agreement.

9.2 We hereby licence the IPR in the Interactive Data to you to use for your internal business purposes only. You must not license the use of such Interactive Data to any third party. Such data will be our Confidential Information for the purposes of clause 13 of the General T&Cs.

9.3 To the extent that we are not in possession of the Interactive Data on termination of this Agreement, you will supply all Interactive Data to us in any format reasonably requested by us.

## **10      Personal Data**

- 10.1      In relation to any Outdoor Campaigns that include Personal Data, you shall be the Data Controller and we shall be a Data Processor and clause 7.3 of the General T&Cs shall apply.