



CHANNEL FOUR TELEVISION CORPORATION

SPONSORSHIP STANDARD TERMS AND CONDITIONS

EFFECTIVE FOR AGREEMENTS ENTERED INTO ON OR AFTER 16 JANUARY 2012



1 INTRODUCTION

These terms and conditions, together with the Letter Agreement, govern the Sponsor's sponsorship of the Programme(s) and/or the Webpage(s), the specific details of which are set out in the Letter Agreement. By agreeing to sponsor the Programme(s) and/or the Webpage(s), the Sponsor (or the Agent, if relevant) accepts, and agrees to be bound by, these terms and conditions and the Letter Agreement, irrespective of whether or not the Letter Agreement has been signed by the Sponsor (or the Agent, if relevant). These terms and conditions may only be amended or disapplied to the extent set out in the Letter Agreement or otherwise agreed to in writing by Channel Four. In the event of any conflict between these terms and conditions and the Letter Agreement, the Letter Agreement shall prevail. For the avoidance of doubt, these terms and conditions supersede any previous terms and conditions which may have been issued to the Sponsor (or the Agent, if relevant) by Channel Four.

2 DEFINITIONS AND INTERPRETATION

2.1 In these terms and conditions and the Letter Agreement, unless the context otherwise requires:

'1990 Act' means the Broadcasting Act 1990;

'1996 Act' means the Broadcasting Act 1996;

'Agent' means the person identified as such in the Letter Agreement;

'Agreement' means the Letter Agreement and these terms and conditions;

'Applicable Laws' means all Legislation, application regulations, requirements, rulings, restrictions, standards and directions, rules of common law, the 1990 Act, the 1996 Act, the Communications Act, the Corporation Licence, the UK Code of Broadcast Advertising ("BCAP Code"), the CAP Code, ASA adjudications, bulletins, codes, guidance notes, rules, the ATVOD Rules and Guidance, and Ofcom licence obligations, the Ofcom Broadcasting Code, the Privacy and Electronic Communications (EC Directive) Amendment) Regulations 2011 and the Data Protection Act 1998 in each case as amended, varied or replaced from time to time;

'ASA' means the Advertising Standards Authority (or its successor);

'Associated Undertaking' means, in relation to an undertaking, that undertaking and any other undertaking which is its parent undertaking or subsidiary undertaking or a subsidiary undertaking of any such parent undertaking;

'BARB' means Broadcasters' Audience Research Board Limited (or its successor);

'BCAP' means the Broadcast Committee of Advertising Practice (or its successor);

'BCAP Code' means the TV Advertising Standards Code enforced and administered by BCAP;

'Brand' means the Sponsor's brand(s) or product(s) identified in the Letter Agreement or, if no such brand(s) or product(s) is/are so identified, the Sponsor's business;

'Break Credit' has the meaning given in clause 4.1.1(c) and 4.1.2(c) and where relevant means as such term is described in relation to video on demand content in the Letter Agreement;

'CAP' means the Committee of Advertising Practice (or its successor);

'CAP Code' means the British Code of Advertising, Sales Promotion and Direct Marketing enforced and administered by CAP;

'Closing Credit' has the meaning given in clause 4.1.1(b) and 4.1.2(b) and where relevant means as such term is described in relation to video on demand content in the Letter Agreement;

'Communications Act' means the Communications Act 2003;

'Competent Authority' means any national or supra-national court, the European Commission, any governmental or local authority, any other person exercising powers pursuant to any Legislation, any other equivalent, similar or other official person (including Ofcom, the ASA, BCAP and CAP, as relevant) or any relevant self-regulatory body or industry body;

'Consideration' has the meaning given in clause 9.1;

'Channel Four' means Channel Four Television Corporation of 124 Horseferry Road, London, SW1P 2TX;

'Corporation Licence' means all television broadcast licences granted to Channel Four and its Associated Undertakings under the 1990 Act and the Communications Act and/or otherwise, as renewed, extended and/or varied from time to time;

'Data Protection Rules' means all laws, rules and regulations relating to the protection of personal data, including the principles set out in the Data Protection Act 1998;

'Legislation' means all laws, acts of Parliament, all provisions of the treaties constituting the European Community, the European Union and the European Economic Area, all Data Protection Rules and all orders, regulations, directives, conventions and subordinate legislation made pursuant to any such act or treaty or otherwise having the force of law;

'Letter Agreement' means the letter agreement and/or any other outstanding agreement (other than these terms and conditions) between the parties relating to the terms agreed between them for sponsorship of the Programme(s) and/or Webpage(s) in relation to the Brand;

'Logo' means the Sponsor's name and/or logo in a form agreed between the parties;

'Loss' means any damages, loss, costs, claims or expenses of any kind;

'Media' means all forms of media, whether existing now or in the future, and any form of transmission, whether via cable, satellite, the internet, broadband, broadband simulcast or wireless or other technology, for the conveyance of signals by the use of electrical, magnetic or electro-magnetic energy, or whether via any other means;

'Media Partner' means any third party broadcaster or person other than Channel Four, on whose behalf Channel Four sells sponsorship and who is relevant to the Agreement;

'Notice' has the meaning given in clause 18.1;

'Ofcom' means the Office of Communications established by the Office of Communications Act 2002 (or its successor);

'Ofcom Broadcasting Code' means the code for television and privacy drawn up by Ofcom from time to time (and as at 1 January 2012 most recently revised in February 2011);

'Online Sponsorship Credits' means the materials provided by, or on behalf of, the Sponsor in relation to the Brand, including the Logo, which form the Sponsor's sponsorship of the Webpage(s);

'Online Sponsorship Exposure' has the meaning given in clause 6.1;

'Opening Credit' has the meaning given in clause 4.1.1(a) and 4.1.2(a) and where relevant means as such term is described in relation to video on demand content in the Letter Agreement;

'Programme(s)' means the programme(s), programme strand or series of programmes referred to in the Letter Agreement;

'Programme Sponsorship Credits' has the meaning given in clause 5.1;

'Programme Sponsorship Exposure' has the meaning given in clause 4.1;

'Sponsor' means the person defined or identified as such in the Letter Agreement;

'Sponsorship Credits' means the Programme Sponsorship Credits and the Online Sponsorship Credits;

'Sponsorship Exposure' means the Programme Sponsorship Exposure and the Online Sponsorship Exposure;

'Sponsorship Term' means the term of the Sponsorship Exposure as set out in the Letter Agreement;

'VAT' means value added tax;

'Webpage(s)' means the webpage(s) referred to in, and accessible via the URL(s) set out in, the Letter Agreement; and

'Working Day' means a day, except a Saturday or Sunday, which is not a public or bank holiday in England and Wales.

2.2 For the purposes of this Agreement, **'undertaking'** shall have the meaning given in section 1161 of the Companies Act 2006 and **'parent undertaking'** and **'subsidiary undertaking'** shall have the meanings given in section 1162 of the Companies Act 2006.

2.3 In these terms and conditions and the Letter Agreement, unless the context otherwise requires:

- (a) a reference to a **'party'** or the **'parties'** is a reference to each of Channel Four and the Sponsor;
- (b) a reference to any of the masculine, feminine and neuter genders shall include other genders;
- (c) a reference to the singular shall include the plural and vice versa;
- (d) a reference to any Legislation or Applicable Laws shall be construed as a reference to such Legislation or Applicable Laws in force as at the date of the Letter Agreement and as subsequently amended, varied, consolidated, re-enacted or replaced from time to time and any subordinate legislation made from time to time under it;
- (e) a reference to **'writing'** or **'written'**, or any cognate expression, is a reference to any mode of representing or reproducing words in a visible, non-transitory form, including fax and e-mail;
- (f) a reference to a **'clause'** is a reference to a clause of these terms and conditions;
- (g) a reference to a **'person'** shall be construed as a reference to any individual, firm, company (including, without limitation, a limited liability company), corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (h) a reference to a **'company'** shall include a reference to any body corporate;
- (i) any phrase introduced by the terms **'including'** or **'in particular'**, or any cognate expression, shall be construed as illustrative and not limiting of any preceding words;
- (j) a reference to any time or date shall be construed as a reference to the time or date prevailing in England; and
- (k) unless otherwise specified in the Letter Agreement, abbreviations for audience demographics shall have the meaning given to them by BARB.

2.4 The headings in this Agreement are for convenience only and shall not affect its interpretation.

3 THE AGENT

- 3.1 If the Agent is signing this Agreement, the Agent hereby represents and warrants to Channel Four that the Agent has the right and authority to enter into this Agreement as the agent for, and on behalf of, the Sponsor and the Agent undertakes to Channel Four (for itself and as trustee for the benefit of its Associated Undertakings and its Media Partners) to indemnify, and keep indemnified, Channel Four, its Associated Undertakings and Media Partners on an after tax basis against any Loss Channel Four and/or its Associated Undertakings and/or its Media Partners may incur by reason of any breach of this representation and warranty by the Agent.
- 3.2 If the Letter Agreement provides that the Agent is responsible for the payment of invoices, then the Agent is liable as principal and not as agent of the Sponsor for the payment of such invoices to Channel Four and, for these purposes, the Agent shall be deemed to be a party to this Agreement.

4 THE PROGRAMME SPONSORSHIP EXPOSURE

- 4.1 The Sponsor shall receive the following sponsorship exposure for the Brand on each of the Programmes (the '**Programme Sponsorship Exposure**')

4.1.1 Where the Programmes appear on Channel Four owned channels:

- (a) an opening credit up to a maximum of fifteen (15) seconds in length (the '**Opening Credit**') which will be transmitted immediately before each of the Programmes;
- (b) an end credit up to a maximum of ten (10) seconds in length (the '**Closing Credit**') which will be transmitted immediately following each of the Programmes;
- (c) a break credit up to a maximum of five (5) seconds in length (the '**Break Credit**') which will be transmitted immediately before the beginning of, and immediately at the end of, each of the advertising breaks within each of the Programmes; and
- (d) subject always to clause 4.2, where Channel Four has the right to show the same, the Logo will appear for a maximum of five (5) seconds during any promotional trailer which solely relates to the Programme(s) and which runs on any of Channel Four's channels for twenty (20) seconds or longer; and



4.1.2 Where the Programmes appear on the channel(s) of a Media Partner:

- (a) an opening credit up to a maximum of ten (10) seconds in length (the '**Opening Credit**') which will be transmitted immediately before each of the Programmes;
- (b) an end credit up to a maximum of ten (10) seconds in length (the '**Closing Credit**') which will be transmitted immediately following each of the Programmes;
- (c) a break credit up to a maximum of ten (10) seconds in length (the '**Break Credit**') which will be transmitted immediately before the beginning of, and immediately at the end of, each of the advertising breaks within each of the Programmes; and
- (d) subject always to clause 4.2, where a Media Partner has the right to show the same, the Logo will appear for a maximum of five (5) seconds during any promotional trailer which solely relates to the Programme(s) and which runs on any of the Media Partner's channels for twenty (20) seconds or longer.

4.2 Channel Four shall, at its sole discretion, have the sole right to determine the number and frequency of the transmission of the promotional trailers (if any) referred to in clause 4.1.1(d) and 4.1.2(d) and, accordingly, Channel Four has no obligation to the Sponsor to transmit the same, or any number of the same, and Channel Four shall have no liability (including any obligation to reduce the Consideration) to the Sponsor arising out of, or in connection with, the number and/or frequency of such transmissions and/or the inclusion or otherwise of the Logo in such promotional trailer and/or any decision by Channel Four to change the scheduling of such transmissions or in the event that there are no such transmissions.

4.3 Channel Four may at any time change the schedule for transmission of the Programme(s) or promotional trailers for the Programme(s) and shall have no liability (including any obligation to reduce the Consideration) to the Sponsor arising out of, or in connection with, any such change or otherwise arising out of, or in connection with, the scheduling of any Programme(s) or related promotional trailers. Notwithstanding the foregoing, in the event that there are changes in the transmission schedule which, in both the Sponsor and Channel Four's reasonable opinion, materially affect the value to the Sponsor of the Programme Sponsorship Exposure, the parties shall seek to negotiate an appropriate reduction in the Consideration.

5 THE PRODUCTION OF THE OPENING CREDITS, CLOSING CREDITS AND BREAK CREDITS

5.1 The Opening Credits, Closing Credits and Break Credits (collectively the **'Programme Sponsorship Credits'**):

- (a) shall at all times comply with storyboards and a design approved by Channel Four and/or the Media Partner; and
- (b) may be rejected by Channel Four if they are changed without Channel Four's consent after Channel Four approves them in accordance with clause 5.1(a) or if Channel Four, in its reasonable opinion, considers the Programme Sponsorship Credits to be unsuitable for transmission by Channel Four.

5.2 If the Sponsor or a party other than Channel Four or its Associated Undertakings produces the Programme Sponsorship Credits, the following shall apply:

- (a) the Sponsor shall be liable for all costs and expenses in connection with the design and production of the Programme Sponsorship Credits;
- (b) the Sponsor represents and warrants to Channel Four that the Programme Sponsorship Credits, all elements of the process for the creation of the same, and all content, copy and materials supplied by the Sponsor (including the Logo and the Brand) comply with all Applicable Laws (including the spirit, and not just the letter, of the Ofcom Broadcasting Code and the BCAP Code) and do not infringe the rights of any person and that the broadcast, transmission, display and use of such content, copy and materials by Channel Four in accordance with this Agreement shall at all times comply with all Applicable Laws (including the spirit, and not just the letter, of the Ofcom Broadcasting Code and the BCAP Code) and shall not infringe the rights of any person; and
- (c) the Sponsor represents and warrants to Channel Four that it shall, at no cost to Channel Four, obtain all necessary rights, consents, licences and pay all fees to enable Channel Four and/or any Media Partner to broadcast, transmit, display and use the Programme Sponsorship Credits (including use of the Logo and the Brand in any promotional trailers for the Programme(s)) in all Media relevant to the Sponsor's sponsorship and, accordingly, the Sponsor grants to Channel Four to any Media Partner an irrevocable royalty-free worldwide licence to



broadcast, transmit, display and use the Programme Sponsorship Credits (including use of the Logo and the Brand in any promotional trailers for the Programme(s)) across all such Media during the Sponsorship Term.

5.3 If the Sponsor engages Channel Four or any of its Associated Undertakings to produce the Programme Sponsorship Credits, the Sponsor represents and warrants to Channel Four that all content, copy and materials supplied by the Sponsor in respect of the Programme Sponsorship Credits and the broadcast, transmission, display and use of the same in accordance with this Agreement (including use of the Logo and the Brand in any promotional trailers for the Programme(s)) in all Media relevant to the Sponsor's sponsorship comply, and shall at all times comply, with all Applicable Laws (including the spirit, and not just the letter, of the Ofcom Broadcasting Code and the BCAP Code) and shall not infringe the rights of any person.

5.4 As between Channel Four and the Sponsor, intellectual property rights in the Programme Sponsorship Credits shall remain the exclusive property of the Sponsor and shall not be used by Channel Four otherwise than as required to provide the Sponsorship Exposure or as otherwise set out in the Letter Agreement.

6 THE ONLINE SPONSORSHIP EXPOSURE

6.1 The Sponsor shall receive such sponsorship exposure for the Brand on the Webpage(s) as is set out in the Letter Agreement (the '**Online Sponsorship Exposure**'). For the avoidance of doubt, where the Letter Agreement is silent on it, no Online Sponsorship Exposure shall be provided.

6.2 Channel Four may at any time due to changes in the schedule in transmission of any television programme(s) relevant to the Online Sponsorship Exposure change the schedule for the posting of Online Sponsorship Credits on the Webpage(s) and shall have no liability (including any obligation to reduce the Consideration) to the Sponsor arising out of, or in connection with, any such change. Notwithstanding the foregoing, in the event that there are changes in the schedule for the posting of Online Sponsorship Credits on the Webpage(s) which, in both the Sponsor and Channel Four's reasonable opinion, materially affect the value to the Sponsor of the Online Sponsorship Exposure, the parties shall seek to negotiate an appropriate reduction in the Consideration.

7 THE PRODUCTION OF THE ONLINE SPONSORSHIP CREDITS

7.1 The Online Sponsorship Credits:

- (a) shall be provided, at the Sponsor's expense and by the date agreed between the parties, to Channel Four for Channel Four's approval, such approval to be exercised at Channel Four's absolute discretion. The Sponsor shall make such changes to the Online Sponsorship Credits as Channel Four may reasonably require; and
- (b) may be rejected by Channel Four if they are changed without Channel Four's consent after Channel Four approves them in accordance with clause 7.1(a) or if Channel Four, in its reasonable opinion, considers the Online Sponsorship Credits to be unsuitable for posting on the Webpage(s).

7.2 The Sponsor shall be liable for all costs and expenses in connection with the design and production of the Online Sponsorship Credits.

7.3 The Sponsor shall own the copyright in the Online Sponsorship Credits.

7.4 The Sponsor represents and warrants to Channel Four that:

- (a) the Online Sponsorship Credits, all elements of the process for the creation of the Online Sponsorship Credits and all content, copy and materials supplied by the Sponsor comply with all Applicable Laws (including the spirit and not just the letter of the CAP Code), contain nothing that is libellous, defamatory or criminally obscene and do not infringe the copyright, moral rights or any other rights of any person and that the display and use of such content, copy and materials by Channel Four in accordance with this Agreement shall at all times comply with all Applicable Laws (including the spirit and not just the letter of the CAP Code) and shall not infringe the copyright, moral rights or any other rights of any person;
- (b) it shall, at no cost to Channel Four, obtain all necessary rights, consents, licences and pay all fees to enable Channel Four to display and use the Online Sponsorship Credits on the Webpage(s) and, accordingly, the Sponsor grants to Channel Four and to any Media Partner an irrevocable royalty-free worldwide licence to display and use the Online Sponsorship Credits on the Webpage(s) during the Sponsorship Term; and
- (c) the Online Sponsorship Credits shall at all times perform without any material error or defect, shall be of satisfactory quality, shall not cause any harm or damage to any software or hardware of Channel Four or any third party and shall comply with any technical requirements communicated to the Sponsor by Channel Four.



8 DATA CAPTURE

- 8.1** Where the parties agree that a data capture exercise shall be carried out by Channel Four as part of the Sponsorship Exposure, the Sponsor shall be entitled to use any personal data obtained from the data capture exercise, provided that such use is in accordance with (i) the terms of this Agreement and (ii) the consent under which such personal data was obtained (and not further or otherwise without the express consent of the individual concerned). The Sponsor shall at all times comply with the Data Protection Rules in this regard.
- 8.2** Where a Sponsor wishes to use cookies, web beacons, tracking pixels and/or any other similar technologies for the purpose of collecting data from users of the Webpage(s) ("the Data Collection Technology") in connection with the Online Sponsorship Exposure, the Sponsor shall notify Channel Four in advance of signing the Letter Agreement and provide all information requested by Channel Four regarding such Data Collection Technology (which may include, for example, completion of a questionnaire or similar document produced by Channel Four).
- 8.3** If Channel Four approves the Sponsor's proposed use of such Data Collection Technology in relation to the Online Sponsorship Exposure, this shall be explicitly recorded within the Letter Agreement and the Sponsor agrees to use such Data Collection Technology and all data collected from it solely in the manner disclosed to Channel Four.
- 8.4** All data collected by the Sponsor through such Data Collection Technology will be confidential information owned by Channel Four and will not be disclosed by the Sponsor (or the Agent, if relevant) to any third party without Channel Four's prior written consent. The Sponsor will not use the Data Collection Technology or any data collected through it for the purpose of tracking or targeting users when they leave the relevant Webpage(s) or combine such data with information collected from other sources without Channel Four's prior written consent.
- 8.5** The Sponsor represents, warrants and undertakes that it will (i) ensure that it complies with Channel Four's privacy policy (available at www.channel4.com) in force from time to time and/or any other Channel Four policies relating to the use of Data Collection Technology, and (ii) at all times comply with any applicable legal and regulatory requirements including, without limitation, the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 (and/or any superseding or amending legislation) in respect of the use of Data Collection Technology or any data collected



through it and, for the avoidance of doubt, will not use so-called “flash cookies” or similar that act as an alternative to browser cookies and are unaffected by browser privacy settings.

9 CONSIDERATION AND PAYMENT

- 9.1** In consideration of the obligations of Channel Four to the Sponsor under this Agreement, the Sponsor shall pay (or shall, in the event that the Letter Agreement provides that the Agent is responsible for the payment of invoices, procure that the Agent shall pay) to Channel Four without deduction, set-off or counterclaim the sums set out in the Letter Agreement (the ‘**Consideration**’) in the manner specified in the Letter Agreement.
- 9.2** The Consideration shall be inclusive of any agency commission, if applicable and only if specified as so included in the Letter Agreement. A copy of Channel Four’s policy on commission is available upon request.
- 9.3** Any sums referred to in the Letter Agreement shall be exclusive of VAT which shall be payable by the person required by law to pay those sums at the appropriate rate on the same date as the payment to which such VAT relates.
- 9.4** Invoices will normally be rendered to the Sponsor (or, in the event that the Letter Agreement provides that the Agent is responsible for the payment of invoices, to the Agent) at least 30 days prior to the relevant date(s) on which payment is due. Failure by Channel Four to render invoices by the time referred to above or at all shall not affect the obligation of the Sponsor (or the Agent, as the case may be) to make payment as required in accordance with this Agreement.
- 9.5** The Sponsor shall notify (or shall, in the event that the Letter Agreement provides that the Agent is responsible for the payment of invoices, procure that the Agent shall notify) Channel Four in writing of any query in relation to any invoice no later than fifteen (15) Working Days prior to each invoice due date as set out in the Letter Agreement.
- 9.6** All payments to Channel Four must be made in pounds sterling.
- 9.7** The payment dates set out in the Letter Agreement are the dates by which the relevant payments must be showing as cleared funds in Channel Four's bank account. Late payment of monies may result in Sponsorship Exposure being withdrawn.



9.8 Time shall be of the essence with regard to the payment of any amounts due to Channel Four under this Agreement.

9.9 If any sum payable by the Sponsor under this Agreement is not paid on or before its due date, then, without prejudice to any other rights it may have under this Agreement, Channel Four may charge interest on any unpaid amount at a rate of 4% (four per cent.) per annum above the base rate from time to time of Barclays Bank plc (or its successor) from the due date until the date of actual payment, and such interest shall accrue daily and be payable on demand.

9.10 Where the Sponsor or the Agent suffers any of the events set out in clause 16.3, the full amount of the Consideration shall become immediately due and payable.

10 REDUCED SPONSORSHIP EXPOSURE/CHANNEL FOUR'S LIABILITY

10.1 If Channel Four cancels, or fails to deliver in full, the Sponsorship Exposure for any reason whatsoever, save to the extent that such failure has been caused or contributed to by the Sponsor or the Agent, then Channel Four shall repay to the Sponsor a proportion of the Consideration pro rata to the reduced Sponsorship Exposure. For the avoidance of doubt this provision shall not apply in the event of any scheduling changes.

10.2 The pro rata repayment of the Consideration referred to in clause 10.1 shall be the limit of Channel Four's liability under this Agreement or otherwise if it should cancel, or fail to deliver in full, the Sponsorship Exposure.

10.3 Channel Four may at any time and without any liability to the Sponsor, save as expressly provided for in clause 10.1:

- (a) stop transmission of the Programme Sponsorship Credits or any promotional trailer for the Programme(s); and/or
- (b) remove the Online Sponsorship Credits from the Webpage(s),

in order to comply with any Applicable Laws or in response to any complaint or any regulatory adjudication, intervention, requirement or ruling.



11 USE OF CHANNEL FOUR'S NAMES AND LOGOS AND THE SPONSOR'S NAME AND LOGO

11.1 No use shall be made by the Sponsor of Channel Four's name, any of the names of its Associated Undertakings and/or in the context of this Agreement any Media Partner, any of the names of Channel Four's channels, the channel4.com website and/or services and/or their respective logos in any manner whatsoever without the prior written approval of Channel Four.

11.2 Save as provided for in this Agreement, no use shall be made by Channel Four of the Sponsor's name, the Logo or the Brand in any manner whatsoever without the prior written approval of the Sponsor.

12 MATERIALS AND PROPERTY LIABILITY

12.1 Reasonable care shall be taken by Channel Four in respect of any materials provided by, or on behalf of, the Sponsor to Channel Four whilst in the possession of Channel Four, but, subject thereto, Channel Four cannot accept any liability for any Loss arising out of, or in connection with, any damage, loss, deletion or otherwise of the same (whether or not the same are in the possession of Channel Four or any third party engaged by Channel Four) and Channel Four shall be under no obligation to return any of the same to the Sponsor or any other third party. The Sponsor shall be responsible for ensuring that all materials provided by, or on behalf of, it to Channel Four are insured for full value against loss or damage by third parties and Channel Four shall have no obligation to put in place any insurance policy in respect of the same.

12.2 Channel Four may destroy or delete any materials provided by, or on behalf of, the Sponsor if not transmitted for a period of three months after the later of the date of receipt and the date of last transmission of such materials by Channel Four without further reference to the Sponsor.

13 INDEMNITY

The Sponsor undertakes to Channel Four (for itself and as trustee for the benefit of Channel Four's Associated Undertakings) that it shall indemnify and keep indemnified Channel Four, its Associated Undertakings and any third party television broadcaster represented by Channel Four both during and after the Sponsorship Term on an after tax basis against all Loss arising out of, or in connection with, any breach by the Sponsor or the Agent of clauses 5.2(b), 5.2(c), 5.3, 7.3, 7.4, 8 and 15 or otherwise howsoever arising out of, or in connection with, the broadcast, transmission, display or use of the Sponsorship Credits (including the Logo and the Brand).



14 LIABILITY

14.1 Subject to clauses 10 and 14.2 and excluding the indemnities contained in clauses 3.1 and 13, the aggregate liability of either party and its Associated Undertakings (whether such liability arises in contract, tort (including negligence) or otherwise) to the other party and its Associated Undertakings for Loss arising out of, or in connection with, this Agreement shall not exceed the Consideration (less applicable VAT) in respect of the relevant Sponsorship Exposure and neither party nor any of its Associated Undertakings shall be liable to the other party or any of its Associated undertakings (whether such liability arises in contract, tort (including negligence) or otherwise) for:

- (a) any loss of profit, loss of or damage to data, loss of anticipated savings or interest, loss of or damage to reputation or goodwill or any indirect, special or consequential damages, loss, costs, claims or expenses of any kind; and/or
- (b) any Loss arising from a failure or delay in performing its obligations under this Agreement to the extent that such failure or delay was caused or contributed to by an act or omission of the other party or any of its Associated Undertakings.

14.2 Nothing in this Agreement shall exclude or restrict the liability of the Sponsor (or, in the event that the Letter Agreement provides that the Agent is responsible for the payment of invoices, the liability of the Agent) to pay the Consideration or either party's liability for death or personal injury caused by the negligence of that party or for fraud and/or fraudulent misrepresentation.

14.3 Save as otherwise expressly provided in this Agreement, all warranties, conditions, undertakings, terms and other provisions implied by statute, common law or custom are excluded to the fullest extent permitted by law.

14.4 The parties acknowledge that the rights and obligations of Channel Four under this Agreement are subject to Applicable Laws in force from time to time and, accordingly, in the event of any inconsistency between the terms of this Agreement and any Applicable Laws, the relevant Applicable Laws shall prevail and Channel Four shall have no liability (save as expressly provided in clause 10.1) to the Sponsor in the event that it is unable to perform any of its obligations hereunder as a result of the requirements of any Applicable Laws or change thereto.

14.5 Subject to clause 14.2, the exclusions and limitations of liability in this Agreement shall apply even where the liability arises out of, or in connection with, any deliberate repudiatory breach by Channel Four.

15 CONFIDENTIALITY AND PUBLICITY AND INFORMATION CONCERNING SPONSORSHIP

15.1 Save to the extent required by any Applicable Laws or any Competent Authority, the Sponsor and Channel Four shall at all times both during and after the Sponsorship Term keep confidential the provisions of this Agreement and any confidential information or commercially sensitive information acquired from the other party and shall not disclose the same to any third party.

15.2 The Sponsor (and where relevant, the Agent) shall not, whether before or after the Sponsorship Term, without the prior written consent of Channel Four,

- (a) publish any information not already in the public domain relating to the scheduling of programmes and/or advertisements and/or sponsorship scheduled for transmission on any of Channel Four's channels and/or any Media Partner's channels and/or for display on the Webpage(s); nor
- (b) make any public reference to the Channel Four name (or the name of any Media Partner), the Programmes or the Sponsorship, whether as part of any public relations or marketing activity or otherwise.

In seeking Channel Four's approval, the Sponsor shall provide Channel Four with a copy of the proposed reference.

15.3 No reference shall be made to the terms of this Agreement by either party in any advertising, publicity or promotional material without the prior written approval of the other party.

16 DURATION AND TERMINATION

16.1 No termination of this Agreement (howsoever caused) shall affect any provisions of this Agreement which are expressly stated to survive, or which by their nature survive, such termination or any other rights which either party may have against the other under this Agreement or any liabilities accrued prior to the date of termination.



16.2 Either party shall be entitled to terminate this Agreement forthwith by notice to the other if the other party commits any material breach of any of its obligations under this Agreement and, if the breach is capable of remedy (and, for these purposes, a failure by the Sponsor or the Agent to make any payment on or prior to any due date shall not be capable of remedy), fails to remedy it within 10 Working Days after being given notice specifying the breach and requiring it to be remedied.

16.3 If a party goes into liquidation whether compulsory or voluntary (except for the purposes of a bona fide reconstruction or amalgamation pursuant to which the company resulting therefrom agrees to be bound by or assume the obligations of that party under this Agreement) or has or shall have an administrator appointed or any person takes any steps, including filing documents with a court of competent jurisdiction and giving notice of intention to appoint an administrator, for the purpose of placing that party in administration or that party has an administrative receiver, receiver or manager appointed over any part of its assets or undertaking or otherwise becomes insolvent or suffers any similar or analogous event in any jurisdiction outside England and Wales, this Agreement shall be deemed to have terminated immediately before the occurrence of such event.

17 GENERAL

17.1 This Agreement is personal to the Sponsor and it may not assign, mortgage, charge, sub-license or otherwise deal with any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder.

17.2 The Sponsor acknowledges and agrees that all of the provisions of this Agreement (including any warranties, indemnities, covenants and limitations) which may apply for the benefit of Channel Four shall also apply for the benefit of Channel Four's Associated Undertakings and any Media Partner.

17.3 Channel Four shall be entitled to sub-contract or otherwise delegate any of its obligations under this Agreement to any of its Associated Undertakings.

17.4 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent, between the parties. For the avoidance of doubt, this Agreement does not impose any obligations on any Associated Undertakings of Channel Four.

17.5 This Agreement, together with any documents referred to in it, contains to the fullest extent permitted by law the entire agreement between the parties with respect to its subject matter and

supersedes all previous statements made by either party and all previous agreements, understandings or arrangements (both oral and written) in relation thereto.

17.6 The Sponsor acknowledges that it is entering into this Agreement without reliance on any undertaking, warranty or representation given by, or on behalf of, Channel Four other than as expressly contained in this Agreement, provided that nothing in this clause 17.6 shall limit or exclude the liability of Channel Four for fraud and/or fraudulent misrepresentation.

17.7 If any provision of this Agreement is held by any Competent Authority to be void, invalid or unenforceable in whole or in part:

(a) this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provisions; and

(b) the parties agree to negotiate in good faith such suitable alternative provision replicating as nearly as possible the intention of such void, invalid or unenforceable provision, being in the case of a provision held void, invalid or unenforceable by a Competent Authority a provision which is acceptable to the relevant Competent Authority.

17.8 No variation of this Agreement shall be effective unless made in writing, signed by, or on behalf of, each of the parties and expressed to be such a variation.

17.9 No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of those rights and no waiver of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17.10 Save as otherwise expressly provided in this Agreement or where any provision is expressed to be for the benefit of any of the Associated Undertakings of either party which is not a party to this Agreement or any third party television broadcaster represented by Channel Four, no provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties to this Agreement. This Agreement (including, without limitation, this clause 17.10) may be terminated, rescinded or varied in any way by the parties without the consent of any third party who may be expressly entitled to the benefit of any provision of this Agreement.

18 NOTICES

18.1 Any notice, consent, request, demand, approval or other communication to be given or served under, or in connection with, this Agreement (each a '**Notice**' for the purposes of this clause 18) shall be in writing and may be delivered by hand, sent by ordinary first class post (or airmail in the case of notices to or from any country outside the United Kingdom), special delivery or recorded delivery post (in each case pre-paid) or sent by fax to the relevant party's registered office (or, in the case of Notices to Channel Four, to 124 Horseferry Road, London SW1P 2TX) or such other address as either party shall advise the other in writing from time to time (and, in the case of Notices to Channel Four, shall be marked for the urgent attention of the Head of Business Affairs, fax number 020 7306 8366 (or such other fax number as may be provided by Channel Four to the Sponsor from time to time)).

18.2 A Notice is deemed to be given or served if delivered by hand at the time it is left at the address, if sent by pre-paid post (whether ordinary first class, airmail, special delivery or recorded delivery) on the second Working Day after posting and if sent by fax at the time of transmission (provided that a receipt indicating complete transmission of the Notice is obtained by the sender).

18.3 In the case of a Notice given or served by fax or by hand, where this occurs after 5.00pm on a Working Day, or on a day which is not a Working Day, the date of service shall be deemed to be the next Working Day.

19 COSTS

Save as otherwise expressly provided in this Agreement, each party shall pay its own costs and expenses incurred in connection with the preparation, negotiation and completion of this Agreement.

20 COUNTERPARTS

This Agreement may be executed in two or more counterparts and the counterparts shall together constitute one and the same instrument.

21 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the English courts.

