

RADIO ADVERTISING TERMS & CONDITIONS

These terms set out the terms on which Southdown Media Ltd has agreed to deliver, and (if applicable) create material for, the Buyer's advertising Campaign which is detailed in the Order Confirmation.

1. INTERPRETATION

In these terms:

- 1.1. **'Advertisement'** means a Digital Advertisement, Radio Advertisement and/or Audio-Visual Advertisement which collectively form the Campaign;
- 1.2. **'Advertiser'** means the company or person (as the case may be) that is the distributor / owner of the product, service or brand which is being promoted in the Advertisement. From time to time a Buyer (defined below) may enter into an Agreement on behalf of its Advertiser client and, in such cases, a reference to an "Advertiser" in these terms means the Buyer acting as principal on behalf and with the authority of its Advertiser client;
- 1.3. **'Agreement'** means these terms and conditions together with the Order Confirmation;
- 1.4. **'Applicable Law'** means the British Code of Advertising, Sales Promotion and Direct Marketing, the BCAP Code, CAP Code, all RadioCentre guidelines, all relevant codes under the general supervision of the Advertising Standards Authority and all other relevant laws, regulations and codes of practice applicable and for the time being in force in the United Kingdom, including (but without limitation) those governing privacy and the collection, storage and processing of personal data;
- 1.5. **'Assets'** means any and all text, audio, graphics, digital files, photographs, film and accompanying product, brand or other information, provided by the Advertiser or any person acting on its behalf, which is used for or incorporated into an Advertisement;
- 1.6. **'Audio-Visual Advertisement'** means any audio-visual material created and/or delivered pursuant to this agreement for advertising, promotion, sponsorship or similar purposes and which is either: (i) intended for display on any website owned, operated or controlled by Southdown Media; and/or (ii) intended for communication on certain third party owned platforms, in accordance with the Licence;
- 1.7. **'Southdown'** means SOUTHDOWN MEDIA LIMITED (Company No. 11811486) whose registered office is at 71-75 Shelton Road, Covent Garden, London, WC2H 9LQ;
- 1.8. **'Southdown Material'** means any material, whether in print, digital, audio-only, audio-visual or any other form, which belonged to Southdown prior to the date of this Agreement and / or which is otherwise developed and delivered by Southdown for the Campaign;
- 1.9. **'Buyer'** means the person which signs or otherwise confirms the Order Confirmation and who is responsible for satisfying all payment obligations under this Agreement, such person may be the same person as the Advertiser but, from time to time, they may be an Advertiser's agency or media buyer, acting as principal on behalf and with the authority of its Advertiser client;
- 1.10. **'Campaign'** means the promotional campaign detailed in the Order Confirmation consisting of a series of Advertisements;
- 1.11. **'Campaign Start Date'** means the start date of the Campaign as detailed in the Order Confirmation or (if not detailed on the Order Confirmation) the date that the first Advertisement for the Campaign is either (as the case may be) broadcast on one of Southdown's radio station(s) or uploaded on one of its websites;
- 1.12. **'Digital Advertisement'** means any digital display advertising, promotional, sponsorship, or similar material (including banners and home page takeovers) delivered on any website (including all desk-top and mobile optimised sites), mobile application or social media profile which is owned, operated or controlled by Southdown, as specified in the Order Confirmation;
- 1.13. **'Intellectual Property'** means any and all patents, service marks, designs, utility models, unregistered or registered trade marks, business or trade names, copyright, design rights, know-how and all other similar rights of a corresponding nature;
- 1.14. **'Licence'** shall have the meaning given in clause 7.2;
- 1.15. **'Order Confirmation'** means the written or electronic sales order or confirmation document provided by Southdown to the Buyer confirming details of the Campaign;
- 1.16. **'Radio Advertisement'** means any audio advertising, promotional, sponsorship, tagline or similar material to be broadcast by Southdown on its radio station(s), as specified in the Order Confirmation;
- 1.17. **'Term'** shall have the meaning set out at clause 2.

2. TERM

This Agreement commences on the earlier of: (i) the date the Buyer signs the Order Confirmation; (ii) the date the Buyer confirms by their action or written communication (which may be via email) their acceptance of the Order Confirmation; or (iii) the Campaign Start Date. This Agreement shall continue until the final Advertisement in the Campaign has been broadcast on a Southdown radio station or has been taken down from Southdown's website (whichever is later) (the "Term"). However, all terms which are expressly stated or are, by their nature, clearly intended to continue, shall continue beyond expiry or earlier termination of the Term.

3. THE CAMPAIGN

3.1. Southdown shall broadcast, publish and communicate the Advertisements to the public in accordance with the Order Confirmation. In addition, if detailed in the Order Confirmation, Southdown shall develop and create the Advertisements for the Campaign.

3.2. The parties shall cooperate in good faith to ensure the Campaign is developed and delivered in accordance with the specifications and deadlines set out in the Order Confirmation.

3.3. Southdown shall endeavour to be flexible and to work with the Advertiser to agree appropriate timeframes for delivery of Assets and / or communicating approvals. Approval and delivery deadlines shall be agreed between Southdown and the Advertiser and recorded, in writing, email being sufficient for such purposes. **In the absence of such agreement, the following "Deadlines" shall apply:**

3.3.1. if the Assets comprise the complete Advertisement, the Advertiser shall deliver to Southdown all Assets (in the format and style agreed in advance, together with all consignment notes, rotation details and RadioCentre approvals) at least 3 working days before the Campaign Start Date;

3.3.2. if Southdown is responsible for the development and creation of Advertisements:

a. Southdown and the Advertiser shall determine the concept and relevant details of each Advertisement prior to the Campaign Start Date;

b. the Advertiser shall then deliver to Southdown all Assets necessary for development of the Advertisement (in the format and style agreed in advance) at least 14 working days before the Campaign Start Date;

c. if Southdown requires the Advertiser to amend any Assets, the Advertiser shall provide such amended Assets within 7 days or such other reduced timeframe to ensure that the amended Assets are received 3 days before the Campaign Start Date;

3.3.3 Southdown shall consult with the Advertiser at all material stages of the development process and shall submit a draft Advertisement to the Buyer for final approval (such approval not to be unreasonably withheld or delayed) prior to the Campaign Start Date. The Advertiser must communicate its approval of (or, if it does not approve, its comments on) the draft Advertisement as soon as possible, and within no more than 7 days of receiving the draft Advertisement from Southdown, failure to do so (non-communication) shall be deemed acceptance of the draft Advertisement. If the Southdown does not approve of the draft Advertisement, it shall provide Southdown with written details (in accordance with the 7 day timeframe) of the changes required and, provided such changes are not materially different from the detail set out in the Order Confirmation, Southdown shall use its reasonable commercial endeavours (subject to restrictions imposed by Applicable Law) to incorporate with such changes prior to, and in time for delivery on, the Campaign Start Date. The Advertiser's delay or failure in communicating its required changes to the draft Advertisement shall be deemed acceptance of the draft Advertisement, which Southdown shall then deliver in accordance with this Agreement.

3.4 The Advertiser's failure to comply with the agreed Deadlines and/or of Southdown requires the submitted Assets to be significantly amended, may result in a delay or failure to develop and/or deliver the agreed Campaign, for which Southdown shall not be held responsible.

3.5 If the Campaign involves an Audio-Visual Advertisement and the Advertiser requests and Southdown agrees to the use of a Drone for the production of the same, the Advertiser accepts that such use shall be subject to the CAA regulations and to other practical considerations (such as weather, time and permission from landowners) outside of Southdown's control. If Southdown, in its sole discretion, determines that the requested use does not comply with the CAA regulations or it is otherwise unable to meet any other practical considerations, Southdown reserves the right to delay or cancel use of the Drone without liability. In such circumstances, Southdown and the Advertiser shall agree an appropriate alternative for production of or a replacement for the Audio-Visual Advertisement.

3.7 Southdown shall retain all raw-material for the Audio-Visual Advertisement using drones (which, for the purposes of this Agreement, shall be Southdown Material) for twelve (12) months following the Campaign Start Date. If the Advertiser requires a copy of such raw-material, this shall be provided subject to the Southdown's payment of an additional fee (to be agreed, in writing).

4. PARTIES' OBLIGATIONS

4.1. Southdown represents and warrants that:

- a. it is entitled to enter into this Agreement and to perform the obligations set out in it;
- b. in the fulfilment of its obligations under this Agreement, it shall comply with all Applicable Law, including those relating to anti-bribery, anti-corruption and anti-money laundering; and
- c. it shall perform its obligations under this Agreement in accordance with reasonably accepted industry practice.

4.2. The Advertiser represents, warrants and undertakes that:

- a. it is entitled to enter into this Agreement and to grant the rights and perform the obligations as specified in this Agreement;
- b. it will give Southdown written notice of any change of its name, trading style, identity or trading premises immediately (and in no more than 5 working days of such change);
- c. it has obtained or will obtain clearance (and shall pay all costs, royalties and expenses related to the same) necessary for Bauer's exploitation of the Assets for the purposes of the Campaign and therefore Southdown's use of such Assets will not violate or infringe any 3rd party Intellectual Property, privacy, moral, or other proprietary rights;
- d. all information supplied to Southdown for use in connection with an Advertisement (including that which is contained within Assets) is accurate, complete and true;
- e. in respect of any Assets which contain the name, voice or other contribution from a living person, the Advertiser has obtained the authority of such living person to make use of their name or voice or contribution for the purposes of the Campaign;
- f. in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the Advertiser is, or the Advertisement as a whole has been approved by, an authorised person within the meaning of that Act or the Advertisement is otherwise permitted by Applicable Law;
- g. the Assets and Southdown's use of them in accordance with this Agreement complies with Applicable Law and will not constitute a libel or slander, nor be offensive, indecent, nor, if published or broadcast, would promote discrimination based on sex, race, religion, disability or age; and
- h. the Assets do not contain viruses, bugs, worms, Trojan horses, harmful codes or other form of defect or contamination which could cause temporary or permanent damage to or will otherwise impair or harm or cause the malfunction of the software or hardware of any platforms on which Digital Advertisements will be delivered pursuant to this Agreement;
- i. during the Term, it will not knowingly do or say anything which is intended or is reasonably likely to cause harm to Southdown's reputation or to otherwise bring Southdown or any of Southdown's media platforms or brands into disrepute;
- j. in connection with this Agreement, it shall comply with all Applicable Laws including those relating to anti-bribery, anti-corruption and anti-money laundering.

4.3. If the Buyer is entering into this Agreement as an agent or media buyer for its Advertiser client, the Buyer represents and warrants that it is contracting with Southdown as a principal and is acting under the express authority of the Advertiser. The Buyer will indemnify Southdown and shall keep Southdown fully and effectively indemnified from and against any claims made by the Advertiser which concern the Buyer not having such authorisation.

4.4. Southdown may, in its sole (but reasonable) discretion and without liability to the Advertiser, refuse to broadcast or publish an Advertisement or any Assets, or if broadcast or publication has already commenced it may refuse a future broadcast or publication (and for Digital Advertisements or Audio-Visual Advertisements, remove from a Southdown website immediately), or require the Advertisement or Assets to be amended prior to any future broadcast or publication, to:

- a. comply with any legal or moral obligations placed on Southdown or the Advertiser;
- b. Avoid, or attempt to avoid, infringing a third party's rights or Applicable Law;
- c. to avoid / remedy the potential risk of bringing Southdown into disrepute or harming its reputation; or
- d. to avoid the breach of Southdown's internal policies or brand guidelines.

4.5. Southdown reserves the right (during the Term and for the purposes of the Campaign) to broadcast or publish (whether on one of its websites or on one of its radio stations) any Assets previously supplied by the Advertiser.

5. CANCELLATION

5.1. Southdown will not be bound by a request to cancel a Campaign or any part thereof unless it receives written notification, by recorded delivery at least 28 working days prior to the Campaign Start Date. If a cancellation notice is received prior to this deadline, the Buyer will only be liable to pay the production charges for services Southdown has undertaken prior to receipt of the cancellation notice, which shall be confirmed to the Buyer, in writing, following Southdown's receipt of the cancellation notice. Cancellation notices received less than 28 working days before the Campaign Start Date, regardless of when the Campaign was booked, shall not (even if followed by Southdown) affect the Buyer's liability to pay all media and production charges for the Campaign in accordance with clause 6, below.

5.2. Bauer reserves its right to withdraw, or adjust at its discretion, any discount given to the Buyer for a Campaign if it is not completed because it is cancelled pursuant to clause 5.1, above.

6. CHARGES AND PAYMENT

6.1. The charges payable to Southdown for the Campaign shall be as specified in the Order Confirmation. The Buyer shall be invoiced on commencement of this Agreement and, particularly for Buyers placing bookings for the first time, payment of all charges for the first month(s) of the Campaign is normally due, in clear funds, before the Campaign Start Date.

6.2. Notwithstanding clause 6.1, above, Southdown may (at its discretion) agree to allow credit to the Buyer, in which case, unless otherwise detailed in the Order Confirmation, payment for production shall be invoiced on the Campaign Start Date and, for media, shall be invoiced monthly in accordance with Campaign delivery. All invoices must then be paid within 30 days of the date of the relevant invoice.

6.3. Payment must be made to Southdown by:

a. cheque delivered (with receipt acknowledged) to its principal place of business (or to another premises as Southdown may specify in writing); or

b. BACS or other electronic transfer to Southdown's bank account, as detailed on its invoice.

6.4. All charges stated in the Order Confirmation are exclusive of Value Added Tax which shall be payable in addition and at the rate from time to time in force.

6.5. For the purposes of this Agreement, time of payment shall be of the essence.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All Intellectual Property rights in and to the Southdown Material shall at all times remain vested in Southdown and nothing in this Agreement shall be construed as an assignment by Southdown of such Intellectual Property rights and all goodwill arising in or generated by the use of such Intellectual Property will accrue to and inure to the benefit of Southdown. Apart from as set out in clause 7.2, below, the Advertiser must obtain Southdown's written consent to use any Southdown Material during or after the Term and Southdown reserves the right to charge the Advertiser for such use.

7.2. Notwithstanding clause 7.1, above, from time to time, Southdown shall grant to the Advertiser, a licence to reproduce the Southdown Material, specifically as it appears within the Advertisement, for public communication and / or internal use, by the Advertiser or on its behalf. The terms of this licence will be detailed in a separate "Licence" signed by the parties on or about the date of this Agreement. The Advertiser accepts that Southdown's ability to grant such a licence is subject always to any restrictions imposed by third-parties whose contributions are featured in the Southdown Material. The Advertiser's licence (if any) in respect of the Southdown Material is conditional on the Advertiser:

7.2.1. signing and complying with the terms of the Licence, including but not limited to the licence period and the approved platforms detailed therein;

7.2.2. not altering or changing the Southdown Material;

7.2.3. agreeing that it will not apply for (either itself or in conjunction with any third party) nor authorise any third party to apply for (or otherwise secure) any protection in respect of the Southdown Material, all such rights are reserved to Southdown;

7.2.4. agreeing to take such steps as may be reasonably necessary to protect Southdown's rights in and to the Southdown Material, including providing reasonable assistance to Southdown in relation to any claims or actions it brings or is required to defend (Southdown reserves all right and powers required to enforce rights in and to the Southdown Material);

7.2.5. agreeing that it will not at any time now or in the future dispute or challenge Southdown's ownership of any of the Intellectual Property rights related to the Southdown Material;

7.2.6. not using the Southdown Material in any way which is intended or reasonably likely to be harmful to Southdown's reputation;

7.2.7. ensuring that its use of the Southdown Material complies with Applicable Law and/or Southdown's reasonable instructions (such as take down requests and adjacency guidelines) as may be communicated from time to time; and

7.2.8. ensuring that Southdown is credited (in a manner agreeable to Southdown) whenever the Southdown Material is reproduced and/or publicly communicated for example "in association with Southdown Media, or 80sRhythm" or such other agreed credit;

7.2.9. the Advertiser's compliance with the licensing arrangements pertaining to music and other 3rd party content included within the Southdown Material any additional usage which shall be agreed between the Advertiser and the relevant rights holders;

7.2.10. indemnifying Southdown and keeping Southdown fully and effectively indemnified and holding Southdown harmless from and against any third party claims which arise out of or are associated with the Advertiser's actual or purported failure to comply with this clause 7.2 and/or the terms of the Licence.

7.3. The Advertiser hereby grants Southdown a non-exclusive, royalty-free licence during the Term to use and reproduce all Intellectual Property rights in and to the Assets for creation and delivery of the Campaign pursuant to this Agreement and/or for any other purpose in connection with the fulfilment of Southdown's obligations under this Agreement.

7.4. All Intellectual Property rights in and relating to the Assets shall at all times remain vested in the Advertiser and nothing in this Agreement shall be construed as an assignment by the Advertiser of any such Intellectual Property rights and all goodwill and rights arising in or generated by the use of such Intellectual Property pursuant to this Agreement will accrue to and inure to the benefit of the Advertiser.

7.5. At the end of the Term, Southdown shall no longer be entitled to use the Advertiser's Intellectual Property, save that the Advertiser hereby grants Southdown a perpetual and royalty-free licence to use the Assets, as the same may appear within the Advertisements, for Southdown's internal business uses and to promote its advertising services to other potential advertisers.

8. LIMITATION OF LIABILITY

8.1. This clause 8 sets out the entire liability of one party to the other and, except as provided in this section, all other liability is excluded.

8.2. It is the responsibility of the Advertiser to check, when it is provided by Southdown for approval, the correctness and factual accuracy of each draft Advertisement and that such draft Advertisement complies with the Advertiser's requirements and Applicable Law, especially but without limitation, those Applicable Laws which are specific to the Advertiser's industry. Southdown will not be responsible for any errors in any Advertisement (or the repetition of an error in an Advertisement ordered for more than one broadcast or publication) which has been approved by the Advertiser.

8.3. If, after it has given its approval pursuant to this Agreement, the Advertiser notices an error in an Advertisement, it should notify Southdown immediately and in writing (email being sufficient for such purposes). Following such notification, Southdown shall remove the Advertisement from its website or cancel any future radio broadcasts for that Advertisement. If Southdown fails to do so or if during the approval process, Southdown fails to correct an error identified by the Advertiser, then Southdown shall either:

a. if possible, not charge the Buyer the media charge for delivery of that Advertisement; or

b. if the media charge has already been paid, re-broadcast / re-publish a corrected Advertisement, without charge, extending the Campaign term, if necessary; or

c. If the media charge has already been paid and it is not possible for re-broadcast or re-publish the Advertisement, credit the Buyer (for the benefit of the Advertiser if the Buyer has entered this Agreement on their behalf) the media charge associated with delivery / publication of the Advertisement(s) containing the error, such credit may then be used in any subsequent advertising or promotional campaign the Advertiser books with Southdown.

8.4. Any complaint, claim or query (whether in relation to an Advertisement or an invoice) must be raised with Southdown in writing (email being sufficient for such purposes) within 10 days of either:

a. the broadcast of the Radio Advertisement;

b. the date on which it is claimed the Radio Advertisement should have been broadcast;

c. the date on which the Digital Advertisement or Audio-Visual Advertisement should have been or has been live on a Southdown website; or

d. the date of receipt by the Buyer of the invoice giving rise to the complaint, claim or query. The raising of a complaint, claim or query shall not affect the Advertiser's liability to pay all charges for the Campaign.

8.5. Southdown shall not be liable for failure to perform its obligations hereunder, to the extent that such failure arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control including but not limited to any of the following: fires, Acts of God, flood, earthquake, windstorm or other natural disaster, strikes, interruption or failure of a utility service, failure of the internet,

terrorism, key employees not being available to perform the services through death, illness or departure, or Governmental restriction. Southdown shall also not be liable to the Advertiser for the failure, corruption, interruption, downtime, virus or malfunction of any radio station, website or other digital platform, including but without limitation any 3rd party media platform.

8.6. Southdown will not be liable to the Advertiser if the success of the Campaign is less than anticipated.

8.7. The Advertiser will indemnify Southdown and shall keep Southdown fully and effectively indemnified and hold Southdown harmless from and against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeably as a result of the Advertiser's breach or non-performance (and, if a Buyer has entered into this Agreement on behalf of its Advertiser client, any breach or non-performance by that Advertiser client) of any representation, warranty or other term of this Agreement.

8.8. Nothing in this Agreement limits or excludes the liability of a party for death or personal injury resulting from its negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.

8.9. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.10. Southdown shall not be liable to the Advertiser for loss of profits, business, goodwill and/or similar losses or loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information, or any special, indirect or consequential loss, costs, damages, charges or expenses.

8.11. Southdown's total liability to the Advertiser in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total media and production charges (calculated on a pro-rata basis) payable for the Advertisement in question.

9. TERMINATION

9.1. Southdown may terminate this Agreement at any time and without reason by serving 30 days' written notice to the Advertiser.

9.2. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, if a party (the "Defaulting Party"):

- a. commits a material breach of this Agreement which is not capable of remedy or, if capable, is not remedied within 15 days of the other party's written notice giving details of the breach and requiring its remedy;
- b. suspends, threatens to suspend, admits inability or is deemed unable to pay its debts as they fall due within the meaning of s123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of s268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- c. commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a solvent amalgamation or solvent reconstruction of that party;
- d. files a petition, gives a notice, passes a resolution, or makes an order, for or in connection with its winding up other than for the sole purpose of a solvent amalgamation or solvent reconstruction;
- e. receives or issues an order for, or a notice of an intention for, the appointment of an administrator;
- f. has a person who becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets;
- g. (if the party is an individual), is the subject of a bankruptcy petition or order; or
- h. has a creditor who attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- i. any event occurs, in any jurisdiction, that has an effect equivalent or similar to any of the events mentioned in this clause 9.2; or
- j. suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
- k. (if the party is an individual) dies or, by reason of illness or incapacity is incapable of managing his or her own affairs; or
- l. has a change of control or ownership; and

9.2.1 the Defaulting Party is the Advertiser, Southdown shall be entitled (at its discretion) to suspend the Campaign until the breach is remedied or to terminate this Agreement, without liability, immediately by giving written notice to the Advertiser and any balance of the charges payable for the Campaign which are outstanding shall become due and payable immediately; or

9.2.2 The Defaulting Party is Southdown, the Advertiser may terminate this Agreement immediately by giving written notice to Southdown.

9.3. Unless expressly stated in this Agreement, on expiry or termination of this Agreement, all rights and obligations of the parties and the licences granted herein shall also come to an end.

9.4. In addition to the provisions above, Southdown shall also be entitled to:

- a. charge a £25 administration charge if any cheque drawn in its favour by the Buyer in purported satisfaction of any unpaid invoice is dishonoured on presentation; and
- b. charge interest on any outstanding payments at the rate of 2% per annum above the base rate of Barclays Bank plc accruing from and including the date that payment fell due until and including the date of actual payment, both before and after judgment; and/or
- c. instruct a debt collection agency to recover any sum due and all charges incurred by Southdown as a result of such instruction shall be payable by the Buyer;

All additional charges being payable within 7 days of Southdown's invoice.

10. SUPPLY OF PRIZES.

10.1. If the Campaign includes a competition or prize promotion (each a "prize promotion") promoted by Southdown for which the Advertiser is responsible for supplying and /or arranging the prize, the Advertiser, accepts that the terms of this clause 10 shall apply.

10.1.1. Southdown will be notified to prize promotion entrants as the "promoter" (as such term is defined by the Advertising Standards Authority) but the Advertiser may be referred to as the provider of the prize whenever the prize promotion is promoted as part of the Campaign.

10.1.2. The Advertiser warrants that it is entitled to grant Southdown permission to provide the prize as a prize for the prize promotion.

10.1.3. Southdown will provide to the Advertiser, for approval at least 7 days before the prize promotion start date, a copy of the terms and conditions for the prize promotion (the "Rules"). The Advertiser must respond within 3 days and raise any objections to the description of the prize in the proposed Rules. Failure to do so shall be interpreted as the Advertiser's approval of the Rules and the description of the prize contained therein.

10.1.4. Once the Rules are approved, the Advertiser shall make no changes to the prize as it is described in the Rules.

10.1.5. Notwithstanding clause 10.1.4, above, if due to circumstances beyond the Advertiser's control, the Advertiser will be unable to provide the prize exactly as it is described in the Rules and/or its delivery will be delayed, it shall notify Southdown as soon as it becomes aware of this. The Advertiser shall then be responsible for providing, at its cost, an alternative prize (of equivalent value and product description) which Southdown, acting reasonably, deems appropriate in the circumstances.

10.1.6. If the Advertiser is responsible for delivering the prize to the winner, it shall provide the winner with all information the winner reasonably requires to receive and use the prize and must deliver the prize or, if delivery is not possible, contact the winner to make arrangements for delivery, within a week of the prize promotion end date. The prize should always be delivered to the winner within 28 days of the date the winner is announced unless there are extenuating circumstances, in which case, the Advertiser must keep the winner informed as to when they will receive their prize and the reason for the delay. If applicable, the Advertiser will provide, before the prize promotion start date, contact details for the person with responsibility for arranging delivery of the prize(s). These details will be provided to the winner(s) when Southdown notifies them that they have won. The responsible person will then be expected to liaise with the winner(s) and must confirm to Southdown, in writing, when the winner(s) has been contacted about their prize and/or to arrange its delivery and, again, once delivery has taken place.

10.1.7. The Advertiser is responsible for ensuring that the prize complies with Applicable Laws, health and safety legislation, trading and other industry standard regulations.

10.1.8. As between the parties, the Advertiser is solely responsible for the prize and any risks associated with it. Southdown shall not be liable in any way for the prize or for any costs, damages, or liabilities arising out of or connected with it and/or the winner(s)'s receipt and use of it. If an entrant or winner complains to Southdown, about or in connection with the prize the Advertiser must take all reasonable steps to resolve and/or rectify such complaint. This obligation includes providing a substitute prize (of equivalent value and product description) if the original prize is defective or not available.

11. DATA PROTECTION

11.1. The Advertiser acknowledges and consents to its trading name, company name, address, and payment record being submitted to a credit reference agency (details of which shall be available upon request) for the purposes of obtaining a credit report. If the Advertiser is an individual, it accepts that and consents to Southdown submitting and processing such details, together with its name and other

required personal data to obtain such credit report. If the Advertiser is a partnership or individuals trading as an unincorporated business, this also applies to the partners in such partnership and the proprietors of such unincorporated business.

11.2. Unless otherwise agreed, no personal data will be transferred to the Advertiser by Southdown pursuant to this Agreement. The transfer of any personal data by Southdown to the Advertiser (in connection with this Campaign or otherwise) is subject to the Advertiser signing and complying with Southdown's standard data sharing agreement. Under no circumstances will personal data be transferred to the Advertiser unless the Advertiser signs such data sharing agreement and provides Southdown with confirmation that it holds a valid registration with the Information Commissioner's Office.

11.3. Each Party warrants that it shall comply with all relevant legislation and regulation governing the processing and transfer of personally identifiable data at all times. Southdown shall be the data controller of such personal data.

12. CONFIDENTIAL INFORMATION

The terms of this Agreement (but not its existence), and any other information notified by one party to the other as being confidential, shall be kept strictly confidential at all times, unless required by law, order of a court of competent jurisdiction, in which event the disclosing party shall notify the other party as promptly as possible (and, if at all possible, prior to the making of any such disclosure) and shall use its reasonable commercial endeavours to ensure that such information continues to be treated as confidential. Notwithstanding the foregoing, the parties shall be entitled to disclose any such confidential information on a "need-to-know" basis under the same obligations of confidentiality as in this Agreement, to its professional advisors, employees, officers, contractors, agents and affiliated companies.

13. SPONSORSHIP AGREEMENTS

13.1. If part of the Campaign is for sponsorship of a radio programme or feature, Southdown reserves the right to cancel or suspend this element of the Campaign at any time. The Advertiser accepts that Southdown may also alter its radio programming schedule over holiday periods. If the radio sponsorship element of the Campaign is to be cancelled, suspended or its radio programming schedule altered, Southdown will endeavour to give the Advertiser prior notice and will always deliver the agreed number of Impacts.

13.2. The Advertiser must give Southdown 3 months' written notice, to be sent by recorded delivery, to cancel any sponsorship, during which time it will continue to pay Southdown in accordance with clause 6.

14. GENERAL

14.1. In confirming its order (whether directly or indirectly) for the delivery of the Campaign pursuant to this Agreement, the Advertiser is indicating its acceptance of the terms set out herein.

14.2. No waiver or indulgence by Southdown shall be effective save in relation to the matter in respect of which it was specifically given.

14.3. The Buyer may not assign this Agreement in whole or in part.

14.4. These terms and conditions together with the Order Confirmation constitute the whole agreement between Southdown and the Advertiser (and if the Buyer is acting on behalf of an Advertiser client, that Advertiser) concerning the Campaign and supersede all previous agreements relating to the same. If there is any conflict between these terms and conditions and the Order Confirmation, the Order Confirmation shall prevail.

14.5. A person who is not a party to this Agreement shall have no rights to enforce any of its terms whether under the Contracts (Rights of Third Parties) Act 1999, or otherwise.

14.6. This Agreement which incorporates these terms shall be construed under and governed by the law of England and the parties submit to the exclusive jurisdiction of the English courts.