

# Terms and Conditions

## STV STANDARD TERMS AND CONDITIONS FOR SALE OF DIGITAL ADVERTISING SPACE

Together with the Insertion Order, these terms and conditions ("Conditions") form the contract between STV and the Client for the sale and purchase of Advertising Space on the STV Website (as defined below). These Conditions shall take precedence over any terms and conditions supplied by the Client in relation to the same subject matter.

An electronic copy of these Conditions can be accessed at the STV Sales pages at [www.stv.tv/sales-terms-conditions](http://www.stv.tv/sales-terms-conditions). STV reserves the right to amend these Conditions from time to time and it shall be the responsibility of the Client to periodically check the STV Sales pages to ensure that it has an up-to-date version of these Conditions.

### 1. DEFINITIONS

The following words and expressions shall have the following meanings unless the context otherwise requires:

"Advertisement" means the advertisement(s) or advertising package(s) set out in the Flight Details section of the relevant Insertion Order. Full descriptions of the types of advertisements or advertising packages available can be found here [www.stv.tv/sales-terms-conditions](http://www.stv.tv/sales-terms-conditions), which are incorporated into these Conditions by reference;

"Advertising Space" means advertising space available on the STV Website;

"Client" means the advertiser or advertising agency designated as such in the Insertion Order to which these Conditions apply;

"CPM" means the cost to the Client of each 1,000 Impressions obtained in respect of each Advertisement as detailed on the relevant Insertion Order;

"Creative" means any creative content (including, without limitation, logos, text, graphics or photographs) supplied by the Client for incorporation into the Advertisement in accordance with Condition 6 below;

"End Date" means last date upon which an Advertisement displayed pursuant to the relevant Insertion Order shall be displayed by STV on the STV Website;

"Impressions" means the number of user views of an Advertisement;

"Insertion Order" means the order form containing the Client's order for the display of Advertising on the STV Website which, subject to Condition 2.1, together with these Conditions forms the contract between STV and the Client;

"Intellectual Property Rights" means all intellectual property rights wherever in the world arising, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business

names and domain names, trade marks, service marks, trade names, patents, petty patents, utility models, design rights, semi-conductor topography rights, database rights and all rights in the nature of unfair competition rights or rights to sue for passing off;

"Period" means the period of time beginning on the Start Date and ending on the End Date;

"Specification" means STV's technical requirements for Advertising Space as contained in the Specification Document or as notified by STV from time to time;

"Specification Document" means the STV document containing STV's standard requirements for Creatives to be used in Advertising Space as notified to the Client;

"Start Date" means the date upon which STV will start displaying the Advertisement on the STV Website;

"STV" means STV Central Limited, a company registered in Scotland (SC172149) and having its registered office at Pacific Quay, Glasgow, G51 1PQ; and

"STV Website" means website or websites owned or operated by STV set out in the Insertion Order upon which STV will display the Advertisement in accordance with the Insertion Order and these Conditions.

## **2. ORDERS**

2.1. The Client shall provide to STV a completed Insertion Order or shall provide such instructions in order that STV may complete an Insertion Order on the Clients behalf. No contract shall exist between the parties unless and until:

2.1.1. the terms of the Insertion Order have been expressly agreed and accepted by both parties, which shall include acceptance by exchange of electronic mail between duly authorised representatives of the parties; and

2.1.2. where the Creative or Advertisement is to be supplied by the Client, the Client delivers the Creative to STV and STV has deemed it acceptable in accordance with Condition 2.5 below; or

2.1.3. where the Creative or Advertisement is supplied by STV, the Client has approved it in accordance with Condition 6.2 below.

2.2. Advertisements must be supplied by the Client at least three (3) working days before the Start Date. Where Advertisements are delivered to STV less than three (3) days prior to the Start Date, STV shall be under no obligation to display the Advertisement for any or all of the Period. Notwithstanding the foregoing, STV shall endeavour to display the Advertisement (where possible) in the intended Advertising Space on the Website for the remainder of the Period but the Client accepts and acknowledges that STV shall be entitled to sell Advertising Space previously allocated to the Advertisement. In the event that STV is unable to display the Advertisement during the Period due to late delivery of the Creative,, the Client shall

remain liable to STV for the full fee based on the target number of impressions or the fixed fee agreed in respect of the full Period, as applicable.

2.3. STV reserves the right to refuse to display an Advertisement and/or accept Creative at its sole discretion. Where display of an Advertisement or acceptance of Creative is refused, STV shall not be obliged to provide the Client with a reason for such refusal. Without prejudice to the generality of the foregoing, and for the purposes of illustration only, STV may refuse content for the following reasons;

2.3.1. legal or moral grounds;

2.3.2. to avoid infringing a third party's Intellectual Property Rights;

2.3.3. to avoid damage to STV's goodwill or reputation;

2.3.4. to ensure compliance with the the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing ("CAP Code") or any other codes or guidance provided by the Advertising Standards Authority from time to time.

2.4. STV may make any additions to, changes in or deletions from any Advertisement or Creative provided by the Client which are reasonably required to comply with any applicable laws, codes or regulations or upon the instructions of any competent regulatory authority, provided that STV shall inform the Client prior to making any addition, change or deletion, where reasonably practicable.

2.5. In the event that Creative or Advertisement supplied by the Client does not comply with the Specification, STV shall be permitted to reject or edit the Creative and/or Advertisement including (but not limited to) reformatting, cropping, resizing and editing the Creative or Advertisement in order to comply with the Specification.

2.6. In the event STV refuses or fails to display any Advertisement pursuant to Conditions 2.2, 2.3, 2.4, or 2.5, STV shall have no liability to the Client for any damage or loss in respect of its failure or refusal to do so.

### **3. CLIENT OBLIGATIONS**

The Client warrants that:

3.1. the Creative and Advertisement comply with all applicable legal and regulatory requirements including, without limitation, the CAP Code and the Office of Fair Trading Fair Practices;

3.2. neither the Advertisement nor any Creative infringes any third party Intellectual Property Rights;

3.3. in respect of Creative or Advertisements submitted which contain the name or pictorial representation (photographic or otherwise) of any living person and / or any part of any living person and / or copy by which any living person is or can be identified, the Client has obtained all necessary consents and permissions to allow

STV to fulfill its obligations hereunder with no further payments being due by STV to the Client or third parties.

3.4. where it becomes aware through third party systems of possible under-delivery of Impressions during the Period by STV, it shall promptly notify STV to allow STV reasonable opportunity to meet the agreed target Impressions by the End Date;

3.5. the Client has full authority to enter into and perform the obligations under the contract formed under these Conditions and the Insertion Order. Where the Client is an advertising agency:-

3.5.1. the agency is deemed to contract with STV as an agent on behalf of its principal, and not as principal and STV shall be entitled to enforce the contract against the principal as if it had entered into the contract on its own account;

3.5.2. the agency warrants that it has full power and authority to enter into the contract on behalf of the principal and to exercise principal's rights and perform principal's obligations hereunder;

3.5.3. the agency agrees to indemnify and keep indemnified STV against any losses, damages, claims or expenses (including reasonable legal costs) sustained by STV arising from its breach of the warranties in this Condition 3.5.

#### **4. STV OBLIGATIONS**

4.1. Subject to the Client's compliance with its obligations hereunder, STV shall use reasonable endeavours to comply with the Start date and the End Date and (where relevant) achieve the target number of Impressions for each Advertisement as set out on the Insertion Order. However failure to meet these targets shall not constitute a breach of the contract formed under these Conditions and the Insertion Order.

4.2. STV will use reasonable endeavours to meet any geographic targeting requirements specified by the Client prior to the Start Date but the Client acknowledges and accepts that STV provides no warranties or guarantees in respect of the accuracy of such targeting requirements.

#### **5. INVOICES AND PAYMENT**

5.1. Payment to STV may be made by means of invoice, direct debit, cheque or credit card - to be agreed with STV prior to contract. Some packages may be unsuitable for payment by invoice and STV may (at its discretion) require payment to be made upfront of all or part of the fee.

5.2. Where payment of STV's fee is based upon the number of Impressions, the Client accepts and acknowledges that the number of Impressions stated on the Insertion Order is a target value only, and is based on the average number of views of the STV Website page upon which the Advertisement is displayed, and STV shall have no liability to the Client for failure to meet the stated number of Impressions. Where the number of Impressions stated on the Insertion Order is not achieved by the

Advertisement during the Period, the Client shall be liable to pay the fee based only on the number of Impressions actually achieved.

5.3. Where the fee is calculated as a fixed fee for display of the Advertisement for the duration of the Period, STV shall be entitled to invoice the Client the amount stated in the Insertion Order.

5.4. STV shall issue invoices for the fees on or around the end of the month in which the Advertisements were displayed and the Client shall make payment of the fees by no later than the 25th day of the following month.

5.5. In the event that payment is not made by the due date in accordance with Condition 5.3 above (in respect of which time shall be of the essence) STV reserves the right to charge interest on the amount outstanding at a rate of 2% above the base rate of the Royal Bank of Scotland plc accruing daily.

5.6. STV will not be held responsible for any of the Client's third party ad-serving costs in relation to any Advertisement or Creative.

5.7. All fees are exclusive of VAT and the Client shall be responsible for payment of any VAT element on the fee.

## **6. ADVERTISEMENTS PRODUCED BY STV**

6.1. Where STV agrees to produce an Advertisement for the Client, the Client shall provide the Creative, together with reasonable instructions and specifications for the creation of the Advertisement, within such timescales as might be reasonably requested by STV in order that STV can produce the Advertisement in good time before the intended Start Date.

6.2. STV shall produce the Advertisement with reasonable skill and care and send the completed Advertisement to the Client for approval, such approval not be unreasonably withheld or delayed, and provided to STV not less than three (3) working days prior to the Start Date. Where the Client fails to provide such approval, the provisions of Condition 2.4 shall apply mutatis mutandis to the Advertising produced by STV under this Condition 6.

6.3. Upon the Client approving the Advertisement, the Advertisement shall be deemed to have been created by the Client and the Client's warranties provided at Conditions 3.1 to 3.3 inclusive shall apply to that Advertisement.

## **7. CANCELLATION**

In the event that the Client wishes to cancel the display of Advertisements following confirmation of the Insertion Order, STV reserves the right to recover from the Client the full fee to be paid for the booking and/or its reasonable costs and losses arising from cancellation. Such costs and losses may include, without limitation, the difference between the fee otherwise payable by the Client (either based on the target number of Impressions or fixed fee, as applicable) and the fee achieved from subsequent resale of the relevant Advertising Space to any third party.

## **8. INTELLECTUAL PROPERTY**

8.1. The Client hereby grants to STV a worldwide, non-exclusive licence to reproduce, display and copy the Creative and Advertisement for the purposes of the contract formed under these Conditions and the Insertion Order.

## **9. LIABILITY AND INDEMNITY**

9.1. Neither party excludes or limits liability to the other party for death or personal injury caused by the negligence of its employees, agents or sub-contractors.

9.2. Save as provided under Condition 9.1 above, STV's total liability to the Client in contract, delict or otherwise arising by reason of or in connection with the Contract or howsoever otherwise shall be limited to ten thousand Pounds Sterling (£10,000) in respect of any one incident or series of incidents arising from a common cause in any twelve (12) month period.

9.3. Neither party shall be liable to the other party in respect of any indirect, special or consequential loss suffered by that other party and whether or not caused by or resulting from its negligence or the negligence of its employees, agents, suppliers, representatives or resulting from any breach of its statutory duties or any breach of its obligations under these Conditions.

9.4. The Client agrees to indemnify STV and keep it indemnified against all claims, costs, proceedings, demands, losses, damages or expenses whatsoever arising directly or indirectly as a result of any breach or non-performance of any of the representations, warranties or other terms contained in these Conditions or implied by law.

## **10. MISCELLANIOUS PROVISIONS**

10.1. STV shall be under no liability for any delay or failure to produce or display any Creative or Advertisement or otherwise perform any obligation as specified in these Conditions if the same is wholly or partly caused, whether directly or indirectly, by circumstances beyond its reasonable control.

10.2. If any part of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other parts of these Conditions shall not be affected.

10.3. These Conditions shall be governed and construed in accordance with the laws of Scotland and the parties agree to submit to the non-exclusive jurisdiction of the Scottish Courts.