

Welcome to dunnhumby media: Media Booking Terms

1. Scope and purpose of these terms and conditions

- 1.1. These terms and conditions together with our Service-Specific Terms set out the terms on which we grant access to you to use our Platform (if requested) and on which you may make Bookings. By using our Platform and submitting or accepting Bookings, you agree to be bound by these Terms.

2. Access to our Platform

- 2.1. If you wish to use our Platform to submit Bookings, you and your users must first complete our customer set up and registration processes. Use of our Platform is subject to additional Platform Terms that you or your users must accept to be granted access.

3. How to make a Booking

- 3.1. If you are using our Platform, your user must complete the required Booking Details for the Advertising or Media Services you wish to receive and click the "submit" (or similar) button. Your submitted Booking Details constitute an offer to purchase Advertising or Media Services from us subject to these Terms. Once submitted, we review your submitted Booking Details and either accept them or reject them. Once your offer is accepted by us it constitutes a Booking.
- 3.2. If you are using our Media Managed Service, a Booking is requested by you through our sales and planning team and made via our automated contracting tool. Once your requirements are agreed in principle with our sales and planning team you will receive an email notification with links to your Booking Details and these Terms, which is our offer to serve Advertising or provide Media Services to you. Once you review the Booking Details and these Terms you may proceed with the Booking by clicking "agree" or "accept" (or similar) button. Once our offer is accepted by you it constitutes a Booking.

4. Status and Term of each Booking and Bid

- 4.1. Subject to clause 4.3, each Booking which is accepted forms a separate contract between you and us, made on these Terms.
- 4.2. Each Booking shall remain in force until its end date as set out in the relevant Booking Details, except as earlier amended, cancelled, or terminated in whole or in part in accordance with these Terms.
- 4.3. If your Booking Details include one or more Bids, we shall submit Bids in accordance with your Booking Details to the relevant automated auction process, which may be run by us or by a third party. A Bid will only be recognised and accepted if it meets the minimum requirements set by us, the Retailer, and/or the relevant Third-Party Platform(s) from time to time e.g. minimum click fee. We are only contractually bound to facilitate the serving of Advertising contemplated by a Bid and provide any related Media Services if your Bid is accepted in preference to others in accordance with the relevant auctions' applicable rules. You will then incur the related Fees, e.g. click fees.

5. Agencies

- 5.1. If you are a media agency acting on behalf of a client, you agree that:
 - (a) you will only make Bookings on behalf of clients of yours whose products or services are sold via the Retailer;
 - (b) you are authorised to make Bookings on behalf of your client;
 - (c) notwithstanding your relationship with your client, you act as principal for the purposes of each Booking; and
 - (d) you are responsible for ensuring that your client complies with these Terms.

6. Our Advertising and Media Services

- 6.1. Subject to these Terms, we will provide Advertising and Media Services to you in accordance with each Booking:
 - (a) using reasonable skill and care;
 - (b) using reasonable efforts to meet any agreed timescales, number of impressions and other volumes which are within our control; and
 - (c) in compliance with Applicable Law.
- 6.2. You agree that all timescales, impression numbers and other volumes set out in a Booking are estimates only, unless expressly specified otherwise in the Booking Details.

7. Your obligations

- 7.1. You represent, warrant, and undertake that:
 - (a) you shall only book Advertising and Media Services for your own benefit, for the benefit of a member of your group or (if you are a media agency) that of your client;

- (b) you comply with all relevant policies, specifications, guidance and reasonable instructions we, or our agents, or the Retailer give to you or your users from time to time and those of all relevant Third-Party Platforms;
 - (c) you shall use our Platform in accordance with our Platform Terms and ensure that any third party (including aggregators) that use the Platform and/or make Bookings on your behalf comply with the Platform Terms and these Terms;
 - (d) you shall provide us with any information, Creative or other materials and assistance that we reasonably require, and amend or correct the same, in each case within the timescales we reasonably set;
 - (e) all Creatives and instructions you provide to us comply with Applicable Law;
 - (f) you have all necessary rights (including, without limitation, intellectual property rights) to permit us, the Retailer Platform and each Third-Party Platform to use all Creative you provide to us in accordance with each Booking;
 - (g) you shall not directly or indirectly distribute viruses or other malware or harmful code to us, our Platform, the Retailer Platform or to any Third-Party Platform;
 - (h) you shall not use our Platform, Advertising or Media Services in any way that may threaten (and shall take reasonable precautions to prevent third parties from exploiting those services to threaten) the security, integrity or availability of any network, computer or communications system or software application, including our systems, our Platform, the Retailer Platform and each Third Party Platform; and
 - (i) you shall not use or attempt to use (or instruct us to use) our Platform, our Advertising or Media Services, the Retailer Platform or any Third-Party Platform (including any outputs from them) in any manner that would put you, us, the Retailer, or any Third-Party Platform in breach of Applicable Law or which is in our or their reasonable opinion unlawful, deceptive, fraudulent, immoral, offensive, sexually explicit, discriminatory, defamatory or otherwise harmful to individuals, us, the Retailer, other advertisers or retailers who use the Platform, the Retailer Platform or our Advertising and Media Services, our suppliers or sub-contractors, or any third party.
- 7.2. You confirm that each user who submits a Booking on your behalf is duly authorised to do so. You are liable for all Fees payable for Bookings in all circumstances, including if the Booking was submitted in error or without or beyond your authorisation, except to the extent caused by our negligence, fraud or by an error in the Platform.
- 7.3. To the extent reasonably necessary to perform our obligations in respect of a Booking, you authorise us to act on your behalf in providing instructions to any relevant Third-Party Platform and, where required by us in writing, you shall lawfully procure access for us to your or your agency's Third-Party Platform business accounts. We shall only access and use those accounts and any information available in them to the extent reasonably necessary for the purpose of performing each Booking and in doing so we shall comply with the terms and conditions of that relevant Third-Party Platform applicable to our business account. If we (in our sole and absolute discretion) choose to grant you access to any Third-Party Platform business account of ours or a Retailer, you must only access and use each account and any information available in it to the extent reasonably necessary for the purpose of fulfilling each Booking, and comply with any reasonable written instructions we give you.
- 7.4. If we cannot perform our obligations under a Booking or are delayed in doing so because you fail to meet your obligations, we reserve the right to charge you the Fees in respect of that Booking in addition to any other remedies we may have.
- 7.5. When using the Advertising and Media Services or any related Third-Party Platform you shall comply with and ensure your instructions to us comply with the codes of practice issued by the Committee of Advertising Practice in the UK and all other relevant industry codes of practice in respect of electronic and online advertising, sponsorship and other forms of promotion (as applicable).
- 7.6. You shall ensure that each advert placed through the Advertising and Media Services or any relevant Third-Party Platform:
- (a) does not constitute a financial promotion within the meaning of the Financial Services and Markets Act 2000 ("Act") or other Applicable Law; or
 - (b) has been approved by an 'authorised person' within the meaning of the Act and/or is otherwise permitted under the Act or an exemption order thereto and you have expressly notified us in writing of this.

8. Your rights to use our Audience and reports.

- 8.1. To the extent that we give you access to an Audience on a Third-Party Platform, you may use that Audience solely for the purpose and duration of the relevant Advertising campaigns or Media Services, as set out in the Service-Specific Terms and Booking Details, after which the access to such Audience will be terminated.
- 8.2. You may use and share with your affiliates and suppliers any report we make available to you as part of our Media Services solely for your internal advertising, media planning, brand, and media management purposes. In addition, you may share such report with the Retailer for the purposes of managing your relationship with the Retailer. You may copy parts of such reports provided you only do so for such purposes, cite us as your source and include the following notice alongside the relevant extract "© dunnhumby ltd [year]/Confidential."

- 8.3. We reserve all other rights, including the right to amend our Audiences and reports.
- 8.4. You must not remove, amend, or obscure any copyright or other proprietary notice displayed on any report we make available.
- 8.5. Your rights set out in this clause 8 above are granted on a non-exclusive, non-transferable basis, and are subject to your compliance with these Terms.
- 8.6. If you are a media agency, your client, as named in the Booking Details, is entitled to benefit from the rights set out in this clause 8, provided you ensure they comply with the relevant restrictions, and your rights under the above terms are restricted to only using our Audiences and reports for the direct benefit of the client named in the Booking Details.
- 9. Our right to use your Creative**
- 9.1. You grant to us a non-exclusive licence to use and share any Creative you provide to us as reasonably necessary for the purpose of us providing our Advertising and Media Services to you.
- 9.2. Where we refer to “use” of Creative in this clause 9, it includes the right for us to resize or reformat it, combine it with other works, and create derivative works from it or them, in each case in accordance with any relevant specification published by us or a relevant third party from time to time, and any instructions or design brief you give to us. Such use may be automated.
- 9.3. We reserve the right to delete Creative at any time following the end of the relevant advertising campaign(s).
- 10. Who owns the IPRs involved in our Advertising and Media Services?**
- 10.1. As between you and us, we own all IPRs in or arising from our Advertising and Media Services, including in any Audiences and reports we make available to you, and you own all IPRs in any Creative you provide to us.
- 11. Fees, credit, and budget limits**
- 11.1. We will calculate your Fees for each Booking based on the relevant billing metrics set out in the Booking Details and our records of the Advertising and/or Media Services and those of the relevant Third-Party Platforms, e.g. the number of clicks made or impressions served. In the event of any conflict between different sources of such information, our decision is final.
- 11.2. Unless we expressly agree otherwise in writing, we shall invoice you for a Booking’s Fees in arrears on the performance of our obligations in relation to that Booking.
- 11.3. Unless otherwise agreed in the Booking Details, you must pay our invoices within 30 days of the invoice date. Each invoice must be paid in the currency specified in that invoice, by electronic transfer to such account as we specify from time to time in writing. You must pay our invoices in full, free from any deduction of any kind, whether by way of set-off, counterclaim, abatement, withholding or otherwise.
- 11.4. You must provide us with a valid purchase order number for each Booking covering the total Fees that may be payable in connection with that Booking. If you do not operate a purchase order system, you must provide us with a written confirmation of the same and assurance that our invoice will be paid without a purchase order number. For Platform Bookings, you must submit this information with your Booking Details. For Media Managed Services Bookings, you must provide this information no later than the date you accept the Booking Details issued by us under clause 3.2 (and if you fail to do so we reserve the right not to provide any Advertising or Media Services in respect of the affected Booking).
- 11.5. If you fail to pay our invoices when due, then, without limiting our other rights and remedies, we may suspend all our Advertising and Media Services until we receive full payment of the outstanding sum, and charge you interest on all overdue amounts at the rate of 4% over the base rate of HSBC Bank PLC from the original due date until payment in full is received.
- 11.6. All Fees are exclusive of Taxes, which you will pay. We will assess Taxes at prevailing rates and add such amounts to our invoices.
- 11.7. We may require you to pay any relevant third-party costs direct to the relevant Third-Party Platform, in accordance with any separate contract you have with that third party, as an alternative to invoicing you for them.
- 11.8. If you dispute an invoice, you must tell us in writing within 30 days of the invoice date, and if you do not do so the invoice will be deemed correct.
- 11.9. If we set a credit limit for some or all of our Services, it is a condition of each Booking that you comply with it, unless we agree otherwise in writing. We may increase or decrease your credit limit at any time at our discretion. Your credit limit may be subject to conditions, for example, payment of a deposit, which must be satisfied on an ongoing basis for you to access and use our Services. Once your credit limit is reached, we reserve the right to immediately suspend all Services without notice or liability to you.
- 11.10. If you agree a budget with us for some or all of our Advertising and Media Services, the cost of each activity we perform will be deducted from that budget, and all relevant Advertising and Media Services under all relevant Bookings will cease once that budget has been reached without notice or liability to you.

11.11. You shall promptly provide to us all information necessary for us or our suppliers (including any Third-Party Platform) to issue relevant tax invoices. In the event we or any Third-Party Platform do not charge any applicable value-added, sales, transaction and other taxes at the time of initial invoicing but the relevant government authority determines that such taxes should have been charged, we may invoice such charges to you, and you shall promptly pay them to us in accordance with clause 11.3.

12. Amendment, cancellation, and termination of Bookings

12.1. A Booking may be amended as follows:

- (a) a Platform Booking (made in accordance with clause 3.1) may be amended to the extent permitted by the functionality of our Platform from time to time; and
- (b) in all other cases, an amendment must be requested through your Nominated Representative and will only be effective if issued by us in writing and you click to “accept” it through our automated contracting tool or our Platform.

12.2. You may request cancellation of a Booking at any time. If you do not give us the required notice as set out in our cancellation policy published at <https://dunnhumby-cpg-media.pactsafe.io/legal.html#cancellationpolicy>, we reserve the right to charge you our Fees in full for the relevant Booking.

12.3. We may amend or cancel a Booking in whole or in part at any time before the applicable start date for the affected Advertising and/or Media Services, for any reason. After the applicable start date for Advertising and Media Services, we reserve the right to amend or cancel a Booking to the extent it is affected by events beyond our reasonable control as defined in clause 17. Where possible, we will use reasonable endeavours to consult with you in advance in each case and accommodate your preferences; however, you acknowledge that doing so is not possible in all cases, for example, where our Advertising or Media Services involve digital real-time bidding. An amendment or cancellation by us is effective upon us giving written notice to your Nominated Representative.

12.4. Without prejudice to our other rights, we may immediately upon giving written notice to you terminate all your current Bookings, not offer, or accept any future ones from you, cease all our Advertising and/or Media Services and cease to permit your users to access our Platform, if:

- (a) you are in material breach of one or more Bookings, and (where remediable) you have not remedied that breach reasonably promptly and in any event within 30 days of notice from us requiring you to do so;
- (b) we terminate any other agreement with you for your unremedied material breach of that agreement; or
- (c) you suffer an Insolvency Event.

12.5. If a Booking is cancelled or terminated in whole or in part in accordance with these Terms:

- (a) you must promptly cease using any affected Audience made available to you for use in a Third-Party Platform and to the extent it is within your control, you must procure that the relevant Third-Party Platform does likewise;
- (b) you must pay all Fees due or payable in respect of Advertising served and Media Services performed up to the effective date of the cancellation or termination as relevant;
- (c) in addition, you acknowledge that there may be a delay between the cancellation or termination becoming effective and the point at which the relevant activities stop e.g. when Bids are no longer submitted, or advertisements stop being served. The extent of the delay may vary by Channel, from hours (where automated real-time systems are involved) to days or longer. You will pay all Fees in respect of the Advertising and Media Services rendered during such period; and
- (d) we reserve the right to charge you, at our sole discretion, for: (i) the Fees incurred pro rata to date; (ii) any third party costs we have incurred or will incur as a result of the termination or cancellation; and (iii) where the cancellation or termination is due to your act or omission, our expected Fees in full.

12.6. All terms of a Booking that are intended either expressly or by implication to survive its expiry, termination or cancellation shall remain in full force and effect.

13. Data protection

13.1. You agree that:

- (a) our Advertising and Media Services involve the processing of Personal Data controlled by the Retailer, and, if a Booking involves the targeting of an Audience or serving of advertising through a Third-Party Platform, the processing of Personal Data controlled by that Third-Party Platform; and
- (b) your instructions concerning a Booking (including any delegation of authority from you to take actions on your behalf) determine the Personal Data processed, the purpose it is used for, who it is shared with and the means by which it is processed (e.g. which of our supplier and Third-Party Platforms are used).

13.2. We are duly authorised by the Retailer to process Personal Data on their behalf for the purpose of providing our Advertising and Media Services, including being generally authorised to share it with sub-processors that may be outside its and your country or region of establishment in compliance with Applicable Law. We are not authorised to

share any Personal Data or other raw data we receive from, or process on behalf of, a Retailer, with you and will not share such data with you unless the Retailer has provided their express prior consent.

- 13.3. We shall:
- (a) only process Personal Data to the extent necessary for our Advertising and Media Services and in accordance with your lawful instructions (provided those instructions do not conflict with those from the Retailer or a Third-Party Platform);
 - (b) implement appropriate technical and organisational measures in the provision of our Advertising and Media Services to ensure a level of security appropriate to the risk to Data Subjects that might result from processing Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data;
 - (c) notify you without delay if we become aware of any Information Security Incident affecting your Bookings, and on request, co-operate with you in any related investigation;
 - (d) on request, notify you of the sub-processors we engage in processing Personal Data for your Bookings, and inform you of any changes to them. If you object to any such sub-processor, we will consult with you reasonably promptly. If we cannot resolve your objection, we reserve the right to terminate some or all your Bookings, without any liability to you; and
 - (e) on request, provide you with reasonable information to demonstrate our compliance with our obligations under this clause 13 and applicable Data Protection Laws.
- 13.4. You are responsible for ensuring you have a lawful basis on which to instruct us to process Personal Data on your behalf, and for being transparent with Data Subjects regarding our Advertising and Media Services and use of each relevant Third-Party Platform.
- 13.5. If you receive a request from a Data Subject concerning our Advertising or Media Services, you must notify us as soon as reasonably possible and you and we will co-operate with each other so you may respond to the request, whilst respecting any related obligations of the Retailer or any relevant Third-Party Platform.
- 13.6. If you (or if you are a media agency, your client named in the Booking Details) are established in the UK or European Union you acknowledge and agree that in using our Advertising and Media Services and any Third Party Platform:
- (a) you (or if you are a media agency, your client named in the Booking) act as a joint data controller with the Retailer concerning the processing of Personal Data about retail consumers;
 - (b) the Third-Party Platform may act as joint data controller, independent data controller or data processor in line with their applicable terms and conditions, concerning the processing of Personal Data about Data Subjects who use the relevant platforms or the internet more generally;
 - (c) the scope of those relationships is set by your instructions to us concerning a Booking;
 - (d) subject to these Terms, as between you and the Retailer, the Retailer is responsible for all controller obligations under applicable Data Protection Laws, and as between you and each Third-Party Platform, the extent of your controller obligations is set by your contract with the Third-Party Platform (if any); and
 - (e) we act as the Retailer's and your processor, our processor obligations as between us and the Retailer being set out in our contract with the Retailer, and as between you and us, being set out in each Booking, including these Terms, the processing particulars being as follows unless otherwise set out in a Booking: **Purpose and nature of processing:** the provision of Advertising and Media Services; **Types of personal data:** individual's personal identifiers and their profiles, including demographic information, loyalty and propensity to buy retail products; advertising impression and exposure data; retail internet browsing, basket and sales transactions; **Data subjects:** retail customers, social media users, publisher platform users, internet users. **Locations:** Personal Data may be transferred from the EEA, UK and Switzerland to third parties located outside of those territories (e.g., the USA) in line with the Third-Party Platform's applicable terms and conditions.
- 13.7. We reserve the right to charge you on a time and materials basis based on our current rate card from time to time for any assistance we provide to you or (on your request) to regulators concerning compliance with applicable Data Protection Laws, save where we do so as a direct consequence of our breach of these Terms.
- 13.8. You will ensure any data that you (directly or indirectly) instruct to be collected by, or uploaded to, any Third-Party Platform, including using pixels, tags, cookies, or through APIs, is collected and/or uploaded in compliance with applicable Data Protection Laws.
- 14. Confidentiality**
- 14.1. Subject to clause 8 and this clause 14, neither party shall share any information of a confidential nature it may receive from the other party with any other person. Each party will use commercially reasonable endeavours to prevent the unauthorised disclosure of the other party's confidential information.
- 14.2. Each party may share the other's confidential information and the Booking Details for each Booking:

- (a) with the Retailer for its or the Retailer's internal business purposes;
 - (b) internally with its officers, directors, employees and individual contractors who reasonably need to know it for the purposes of a Booking, or otherwise for purposes permitted by clause 8; and
 - (c) with its legal and insurance advisors who reasonably need to know it for their role.
- 14.3. We may use your confidential information and your Bookings Details for each Booking:
- (a) as reasonably necessary to provide our Advertising and Media Services to you, including sharing it with any relevant Third-Party Platform, and our relevant suppliers and sub-contractors; and
 - (b) as we consider reasonably necessary to further develop our media business.
- 14.4. Each party's IPR is its confidential information. Your Creative is your confidential information. Any outputs from our Advertising and Media Services including Audiences we create and any information or reports we provide to you are our confidential information.
- 14.5. Each party will, if faced with a governmental or judicial request to disclose confidential information of the other party, and if legally allowed, promptly notify the other party before complying with the request.
- 14.6. Each recipient of confidential information permitted under this clause 14 must be subject to reasonable contractual confidentiality obligations, or an enforceable legal duty of confidentiality.

15. Disclaimer

- 15.1. We give no warranties, representations or undertakings regarding our Advertising and Media Services save those expressly set out in these Terms or Booking Details. You and we both agree to exclude all other terms you seek to impose or incorporate, or which may be otherwise implied, whether from course of dealing or otherwise, to the greatest extent permitted by Applicable Law. If such terms cannot be lawfully excluded, you agree to waive your rights in respect of them, including:
- (a) about the performance of our Advertising and Media Services, including that our Advertising and Media Services are of satisfactory quality, are fit for a particular purpose or will provide you with a particular benefit;
 - (b) that our Platform, the Retailer Platform or Media Managed Services will be available, uninterrupted, defect or error free;
 - (c) about the timing or position of an advertisement or the information and materials adjacent to any advertisement at the time of its publication;
 - (d) about the availability of any advertising publisher's property or placements, or the quantity or quality of advertising impressions;
 - (e) that the information we provide to you as part of our Advertising and Media Services is accurate, including information concerning Audience build, Audience targeting, advertising performance and campaign measurement;
 - (f) that the Creative used in any advert complies with Applicable Law, even if we check it (we do so at our sole discretion and do not owe you a duty of care in doing so); or
 - (g) of any nature regarding services provided by any Third-Party Platform.
- 15.2. You are solely responsible for any commercial or other decision you make in reliance on information provided by us. Any subsequent acts you take are done at your own risk.

16. Liability and indemnity

- 16.1. Nothing in these Terms will limit:
- (a) either party's liability which cannot be limited under Applicable Law;
 - (b) your obligation to pay the Fees when due; or
 - (c) a party's liability under its indemnity obligations.
- 16.2. Subject to clause 16.1, neither party shall be liable:
- (a) in contract, tort (including negligence) or under any other legal theory of recovery, for any indirect or consequential losses, for any loss of revenue, profit, contracts, business, data, goodwill, opportunity, reputation, wasted costs or wasted time, or failure to realise anticipated benefits or savings; or
 - (b) to the extent losses are caused by the other party's delay, negligence, or breach of a Booking.
- 16.3. Subject to clause 16.1 and 16.2, each party's total liability in connection with any single Booking whether in contract, tort (including negligence) or under any other legal theory of recovery, will not exceed in the aggregate the Fees paid or payable in connection with that Booking, whichever is the greater.

- 16.4. Subject to clause 16.1, we shall not be liable for any services made available to you on a “beta”, “test” or “proof-of-concept” basis, and in any event our total liability for such services shall be limited to £1000.
- 16.5. Subject to clause 16.6, we will defend, indemnify and hold you harmless from all third-party claims and all related damages and other losses you suffer caused by any allegation that the Advertising and/or Media Services (excluding any services provided by Third-Party Platforms) infringe third party IPRs, save to the extent caused by your Creative or your delay, negligence or breach of these Terms. You will defend, indemnify and hold us harmless from all third-party claims and all related damages and other losses we, the Retailer or a relevant Third-Party Platform suffer caused by any allegation that your Creative as provided to us infringes third party IPRs, or applicable advertising laws or regulations or is otherwise unlawful.
- 16.6. The indemnified party must promptly notify the other party of any such claim and make no admission of liability or settle the claim, must give the other party sole control of the defence and all related settlement negotiations, and co-operate with the other party in such defence and negotiations. The indemnified party must also mitigate its losses in each case.
- 16.7. To the greatest extent permissible under Applicable Law, a party to these Terms (“Party A”) may not bring a claim or otherwise instigate formal litigation proceedings against the other party (“Party B”) in connection with any Booking where Party A has already sought to bring a claim or to instigate formal litigation proceedings against Party B in connection with another Booking arising from substantially the same subject matter.

17. Events outside of our control

- 17.1. A party will not be liable for any losses caused by a breach, delay, error, or failure to perform to the extent it arises from the other party’s acts or omissions or any event beyond such party’s reasonable control.
- 17.2. Without limiting the effect of clause 16.1 the following events shall be deemed to be beyond our reasonable control:
- (a) the rejection of a Booking or any Creative in whole or in part by a Retailer or Third-Party Platform for any reason, including for breach of their policies or other requirements from time to time;
 - (b) where any relevant Channel, advertising inventory or Third-Party Platform functionality is unavailable or defective or if a Third-Party Platform withdraws access to its services;
 - (c) the rejection of a Bid or selection of another bid in preference to yours by a Retailer, Third-Party Platform, or other relevant advertising services provider for any reason;
 - (d) the position and display of each advertisement on each relevant digital publisher property e.g. the Retailer’s grocery website (factors such as consumer relevance, bid value, product availability may be considered, and the experience may be unique to each consumer);
 - (e) inaccuracies or gaps in data provided to us by Third-Party Platforms, including where impressions have been generated by automated (as opposed to human) interaction with digital advertising;
 - (f) the incorrect installation of physical media or digital screens in a retail store, and any wear and tear or damage or removal following installation; and
 - (g) the ranging (including de-listing), shelf position and stock level of any relevant consumer packaged goods or related stock keeping unit (a “sku”) by the Retailer in a retail store.
- 17.3. The party affected by an event beyond its reasonable control will be relieved of its obligations under a Booking to the extent its performance is affected by such an event. If the event continues for a period of more than 30 days, the other party shall be entitled to terminate the affected Booking by notice in writing to the affected party.

18. Updates to these Terms

- 18.1. We may update these Terms from time to time by publishing a new version on <https://dunnhumby.pactsafe.io/tescomedia-ad-manager#mediabookingterms>. The new version shall apply to all Bookings made after its publication date. We shall use reasonable efforts to provide reasonable advance notice of any new versions that contain material or adverse changes via email, the Media Managed Service or the Platform or by other means.

19. Miscellaneous

- 19.1. In respect of each Booking, each party warrants that it shall not breach any other contract or any judgment or court order to which it is a party, and it has all necessary government and regulatory approvals, consents, permits and licences to perform its obligations.
- 19.2. Subject to clause 12, to be valid any notices issued in connection with a Booking must be in writing and delivered through the relevant functionality of our Platform (e.g. to amend or cancel a Booking) or by email to legal@dunnhumby.com (for notices to us) or to your most current contact email address provided to our Nominated Representative for you from time to time (for notices to you). Notices may also be delivered by hand with signature on receipt or delivered by first class post (or equivalent), in each case to the address of the party’s registered or principal office. Notices sent through our Platform or by email are served when transmitted provided no error message is received. (e.g. for an email, a “bounce-back”). Notices sent by hand are served when delivered and if sent by first

class post (or equivalent) are served two business days after posting. Each party may change its preferred addresses for email, post, or hand-delivered notices by giving the other party notice of the change in any manner permitted under these Terms.

- 19.3. Each party shall use appropriate organisational measures to comply with all anti-bribery and anti-corruption laws that are applicable to it and shall promptly notify the other of any actual or suspected fraud, bribery or corruption relating to the relationship contemplated by each Booking.
- 19.4. Except as reasonably necessary in connection with the performance of a Booking, neither party is authorised to enter any contract or to make representations on behalf of the other party.
- 19.5. Neither party may create any publicity relating to a Booking, save that we may in each case with your prior written consent publish your trademark on our websites from time to time to indicate you are a customer of ours and, notwithstanding clause 14, publish one or more case studies concerning the performance of your campaigns provided we do not disclose any commercially sensitive information of yours. We will comply with your guidelines about the formatting and appearance of your trademark in each case.
- 19.6. Each Booking is the entire agreement between you and us relating to its subject matter and supersedes all prior agreements between you and us about the same subject matter, whether written or oral. To the fullest extent permitted by Applicable Law, in entering each Booking, each party agrees that it does not rely on and shall have no remedy concerning any statement, representation or other understanding other than those expressly set out in the Booking. None of the Terms are intended to exclude or limit a party's liability for fraudulent misrepresentation.
- 19.7. A waiver must be in writing and signed by the party granting the waiver to be effective. Neither party will be treated as having waived any right or remedy under a Booking or under the law by not exercising or by delaying exercising that right or remedy. If a party only partly exercises a right or remedy, this shall not prevent or restrict that party from further exercise of that right or remedy.
- 19.8. You may not assign, sub-contract, place into trust or otherwise transfer any rights or obligations under a Booking without our prior written consent which shall not be unreasonably withheld. This provision does not affect your rights expressly set out in these Terms where you act as a media agent on behalf of a client to the extent you named such client in the Booking Details.
- 19.9. The Retailer has the right to benefit from and enforce each Booking. No other third party has the right to benefit from or enforce a Booking. The parties may cancel or amend each Booking without the Retailer's prior consent.
- 19.10. All rights and remedies under a Booking are cumulative unless expressly stated otherwise.
- 19.11. If any term or part of a term of a Booking is unenforceable for any reason, that shall not affect the continuing enforceability of the other terms.
- 19.12. Each Booking and all contractual and non-contractual disputes and claims relating to it, its formation or interpretation shall be governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the English courts.

20. Interpretation

- 20.1. In these Terms:

"Advertising" means the placement of an advert in a digital, physical or other point of presence controlled by the Retailer, including via Retailer Platform, or a third-party publisher or a Third-Party Platform;

"Applicable Law" means all applicable laws, regulations, regulator codes of conduct and guidelines, including but not limited to the Data Protection Laws;

"Audience" means any dataset which represents the group of Data Subjects who are the target audience for the Advertising;

"Bid" means a bid made by a user in a digital auction for Advertising;

"Booking" means a Platform booking accepted by us or a Media Managed Services booking accepted by you (as described in clause 3), in each case for Advertising and/or Media Services;

"Booking Details" means the relevant details of Advertising and/or Media Services required by our booking dialogue pages in our Platform, or, if you are using our Media Managed Service, the details set out in one or more documents we send to you proposing Advertising and/or Media Services;

"Channel" means a channel comprised of one or more Third-Party Platforms through which Advertising can be served or published, as we make available from time to time;

"Creative" means any artwork, logos, images, video footage or other content relevant to the design of an advertisement, including any tracking or measurement technologies embedded in or relating to them, such as pixels, tags or cookies, that are specified by you;

"Data Subject" bears the meaning set out in the definition of Personal Data;

"Data Protection Laws" means any applicable privacy and data protection law(s), including any privacy and data protection(s) laws to which either party is subject (which, where a party is subject to European data protection laws,

shall include the EU Privacy Law, and where a party is subject to UK data protection laws, shall include UK Privacy Law) as well as any applicable self-regulatory requirements for example the Network Advertising Initiative's Code of Conduct (currently found at www.networkadvertising.org), the DAA Self-Governing Principles (currently found at aboutads.info) and the EDAA European Principles (currently found at www.edaa.eu);

"EU GDPR" means Regulation 2016/679 of the European Parliament and of the Council of the European Union;

"EU Privacy Law" means (i) EU GDPR; (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any and all applicable national data protection laws made under or pursuant to (i) or (ii); in each case as may be amended or superseded from time to time;

"Fees" means the fees payable for the Advertising and Media Services and any expenses and third-party costs, as set out in a Booking;

"Information Security Incident" means any confirmed accidental or unlawful destruction or loss, alteration, unauthorised disclosure of, or access to Personal Data;

"Insolvency Event" means any of the following circumstances affecting a party: a proposal is made for any composition, scheme or arrangement with its creditors; it is unable to pay its debts as they fall due, any step is taken to appoint a trustee, receiver, administrative receiver, administrator, liquidator or similar officer over all or any part of its business or assets; any security interest is enforced against it; any steps are taken for its liquidation or winding-up other than a solvent amalgamation or reconstruction; it ceases or threatens to cease to carry on all or any material part of its business; a meeting of its creditors is held or convened for the purpose of considering any of the above events; any event similar to those set out above occurs under the laws of any relevant jurisdiction;

"IPR" means all intellectual property rights arising anywhere in the world, whether registered or unregistered, and all rights associated with them such as the right to apply for their registration and bring proceedings for their infringement, including all copyrights; patents, rights in inventions and rights in know-how; trademarks, rights in business and service names and marks, rights in goodwill, domain names and to sue for passing off; design rights; database rights;

"Media Managed Service" means Advertising and/or Media Services provided through our media sales and planning team;

"Media Services" means any ancillary media and advertising services we make available for purchase from time to time other than Advertising, which may include promotional services, Audience building, designing creative, media planning and campaign optimisation, and measurement of campaign performance;

"Nominated Representative" means the individual nominated as a party's primary point of contact in connection with a Booking;

"Personal Data" means any information relating to an identified or identifiable natural person (a **"Data Subject"**); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

"Platform" means our online self-serve Advertising and Media Services platform available in your country of operation;

"Platform Terms" means our platform terms and conditions published here on <https://dunnhumby.pactsafe.io/tescomedia-ad-manager#platformterms>, and any other guidance and documents we make available concerning our Platform, as updated from time to time;

"Retailer" means the retailer whose media inventory and data is used to enable our Advertising and Media Services, as set out in Booking Details;

"Retailer Platform" means a Retailer service through which, or in relation to which our Advertising and Media Services are provided, as set out in a Booking, including websites, apps, digital screens, point of sale, "scan as you shop" devices or EV charging points;

"Service Specific Terms" means the additional terms specific to particular Advertising and Media Services below, as updated from time to time;

"Taxes" means all sales, value-add, transaction, use or similar taxes imposed on our Advertising and Media Services;

"Terms" means these standard terms and conditions and all other terms, including Service Specific Terms, and policies incorporated by reference, each as updated from time to time;

"Third-Party Platform" means a third-party service through which, or in relation to which our Advertising and Media Services are provided, as set out in a Booking, including social media platforms, demand and supply side platforms and publisher platforms;

"UK GDPR" means the EU GDPR as saved into UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018;

"UK Privacy Law" means: (i) the UK GDPR; and (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003; in each case as may be amended or superseded from time to time;

“you” means the counterparty named in the relevant Booking Details; and

“we”, “us” and **“our”** refers to the dunnhumby group company or other legal entity named in the relevant Booking Details.

20.2. Use of the words **“including”** or **“include”** is illustrative and not exhaustive.

20.3. To the extent of any conflict between these Terms, the Service Specific Terms and the Booking Details, the following order of precedence applies (first to last): the Booking Details; the Service Specific Terms; these Terms.

Service Specific Terms

Section A: Offsite Digital Media – Managed Services

1. Application

- 1.1. This Section A of Service Specific Terms applies to a “Offsite Digital Media” Booking where:
 - (a) we submit Bids or otherwise book the relevant Advertising campaigns on the relevant Third-Party Platform(s) on your behalf (as more particularly described below); and
 - (b) we may in addition provide you with Media Services related to those Bids and Advertising campaigns.

2. Your service-specific obligations

- 2.1. For each relevant Booking excluding those relating to Trade Desk:
 - (a) you hereby authorise us as your agent to submit Bids or otherwise book the relevant Advertising campaigns on the Third-Party Platform on your behalf in accordance with the relevant Booking Details;
 - (b) you hereby authorise us as your agent to accept the relevant Third-Party Platform Terms on your behalf; and
 - (c) you are solely responsible for the relevant Advertising campaigns on the Third-Party Platform and for any related services provided by the Third-Party Platform.
- 2.2. For each relevant Booking relating to Trade Desk:
 - (a) you hereby authorise us to book Advertising campaigns on Trade Desk on your behalf in accordance with the relevant Booking Details; and
 - (a) you must ensure that your privacy notice accurately describes the data collection and processing activities associated with your use of the Advertising and Media Services and the delivery of Advertising campaigns and related measurement services on Trade Desk. For Advertising campaigns conducted using any Trade Desk platform, you must ensure that your privacy notice at a minimum includes the information required and meets the standards for notice to users under the Notice and Choice Guidelines, which can be found at <https://desk.thetradedesk.com/knowledge-portal/en/policies-notice-choice-agreements.html> located in the TD Wiki (or successor URL).
- 2.3. You shall at all times comply with all relevant Third-Party Platform Terms and with all instructions and policies made available to you (directly or indirectly) from the Third-Party Platform from time to time.
- 2.4. You hereby authorise us to share Personal Data with the Third-Party Platforms so that the Third-Party Platforms can process the Personal Data in order to conduct Advertising campaigns, perform related measurement activities and to otherwise process or commercialize data derived from that Personal Data in accordance with their standard terms and conditions (including but not limited to the Third-Party Platform Terms).
- 2.5. You hereby authorise us to make payments to the relevant Third-Party Platform on your behalf in connection with the Booking and you will reimburse us for such payments in accordance with the invoicing provisions in Clause 11 of the Terms.
- 2.6. You must ensure that all Advertising campaigns booked using the Third-Party Platform comply with the Ads Standards.
- 2.7. For the avoidance of doubt the assurances provided at Clause 6 of the Terms shall not apply to services provided by Third-Party Platform which are subject to a separate contract between you and the Third-Party Platform made in accordance with the agency provisions set out above.

3. Liability

- 3.1. Subject to clause 16.1(a) of the Terms, we shall have no liability to you for any matters arising directly or indirectly because of any of the following:
 - (a) your failure to comply with the applicable Third-Party Platform Terms;
 - (b) any failure by you to comply with these Service Specific Terms, our Terms or the Booking Details; or
 - (c) any actions or omissions of the Third-Party Platform, save to the extent that such Third-Party Platform acts as our sub-processor and no contract exists between you and that Third-Party Platform relating to the relevant Booking.
- 3.2. You shall defend, indemnify and hold us and the Retailer harmless from all losses, costs, expenses (including reasonable legal expenses, penalties, regulatory fines and damages) incurred by us or the Retailer as a result of:
 - (a) your failure to comply with the applicable Third-Party Platform Terms;
 - (b) our acts or omissions when acting as your agent in accordance with the Terms and these Service Specific Terms; and
 - (c) any failure by you to comply with these Service Specific Terms, or with clauses 7, 13 or 14 of the Terms.

4. Conflicts

- 4.1. As between you and us, to the extent of any conflict between the Terms, these Service Specific Terms, the Booking Details and the Third-Party Platform Terms, the following order of precedence applies (first to last): the Booking Details; these Service Specific Terms; the Terms; the Third-Party Platform Terms.
- 4.2. As between you and the Third-Party Platform, to the extent of any conflict between the Terms, these Service Specific Terms, the Booking Details and the Third-Party Platform Terms, the following order of precedence applies (first to last): the Third-Party Platform Terms, the Booking Details; these Service Specific Terms; the Terms.

5. Interpretation

- 5.1. In this Section A capitalized terms shall have the meaning given to them in the Terms. In addition:

“**Ads Standards**” means the standards set out in Annex A below (including any additional terms and conditions referred to within those standards).

“**Third-Party Platform Terms**” means the terms and conditions referred to in Annex A below (including any additional terms and conditions contained within those terms), as updated by the relevant Third-Party Platform from time to time.

“**Trade Desk**” means any platform or service owned or operated by Trade Desk Limited (a limited company incorporated in England and Wales with registration number 8539108) or any and any legal person that directly or indirectly controls, is controlled by or is under common control with Trade Desk Limited.

Section B: Offsite Digital Media – Self Service

1. Application

- 1.1. This Section B of Service Specific Terms applies to a “Offsite Digital Media” Booking where:
 - (a) you submit Bids or otherwise book the relevant Advertising campaigns on the relevant Third-Party Platform(s); and
 - (b) we only provide you with Media Services related to those Bids and Advertising campaigns.

2. Your service-specific obligations

- 2.1. You are solely responsible for booking and managing the relevant Advertising campaigns on the Third-Party Platform, for paying the Third-Party Platform and for any related services provided by the Third-Party Platform.
- 2.2. You shall at all times comply with all relevant Third-Party Platform Terms and with all instructions and policies made available to you (directly or indirectly) from the Third-Party Platform from time to time.
- 2.3. You hereby authorize us to share Personal Data with the Third-Party Platforms so that the Third-Party Platforms can process the Personal Data in order to conduct Advertising campaigns, perform related measurement activities and to otherwise process or commercialize data derived from that Personal Data in accordance with their standard terms and conditions (including but not limited to the Third-Party Platform Terms).
- 2.4. You must ensure that all Advertising campaigns booked using the Third-Party Platform comply with the Ads Standards.
- 2.5. For the avoidance of doubt the assurances provided at Clause 6 of the Terms shall not apply to services provided by Third-Party Platform which are subject to a separate contract between you and the Third-Party Platform.
- 2.6. To the extent that we make any Audience available to you through any Third-Party Platform account:
 - (a) you must not remove or copy to any external location any Audience which you access to through the Third-Party Platform;
 - (b) you must not use the Audience for any other purpose not expressly permitted under these Terms. Prohibited purposes include but are not limited to the following: running or measuring any campaigns conducted outside the scope of the Booking, exporting or copying any Audience or seeking to reidentify any individuals within the Audience;
 - (c) you must immediately delete the Audience from your account on the Third-Party Platform:
 - (i) once the activities included within the Booking have been completed; and
 - (ii) upon receipt of written instructions (email being sufficient) from us to do so; and
 - (d) you must provide us with such access to your account on the Third-Party Platform as is reasonably necessary for us to provide the Media Services or to enforce our rights under these Terms (including deleting any Audience data at any time where deemed reasonably necessary by us).

3. Liability

- 3.1. To the extent permissible under applicable laws, we shall have no liability to you for any matters arising directly or indirectly because of any of the following:
 - (a) your failure to comply with the applicable Third-Party Platform Terms;
 - (b) any failure by you to comply with these Service Specific Terms, our Terms or the Booking Details; or
 - (c) any actions or omissions of the Third-Party Platform, save to the extent that such Third-Party Platform acts as our sub-processor and no contract exists between you and that Third-Party Platform relating to the relevant Booking.
- 3.2. You shall defend, indemnify and hold us and the Retailer harmless from all losses, costs, expenses (including reasonable legal expenses, penalties, regulatory fines and damages) incurred by us or the Retailer as a result of:
 - (a) your failure to comply with the applicable Third-Party Platform Terms;
 - (b) our acts or omissions in accordance with the Terms and these Service Specific Terms, including any instructions you give to us; and
 - (c) any failure by you to comply with these Service Specific Terms, or with clauses 7, 13 or 14 of the Terms.

4. Conflicts

- 4.1. As between you and us, to the extent of any conflict between the Terms, these Service Specific Terms, the Booking Details and the Third-Party Platform Terms, the following order of precedence applies (first to last): the Booking Details; these Service Specific Terms; the Terms; the Third-Party Platform Terms.

4.2. As between you and the Third-Party Platform, to the extent of any conflict between the Terms, these Service Specific Terms, the Booking Details and the Third-Party Platform Terms, the following order of precedence applies (first to last): the Third-Party Platform Terms, the Booking Details; these Service Specific Terms; the Terms.

5. Interpretation

5.1. In this Section B capitalized terms shall have the meaning given in the Terms. In addition:

“**Ads Standards**” means the standards set out in Annex A below.

“**Third-Party Platform Terms**” means the terms and conditions set out in Annex A below.

“**Trade Desk**” means any platform or service owned or operated by Trade Desk Limited (a limited company incorporated in England and Wales with registration number 8539108) or any and any legal person that directly or indirectly controls, is controlled by or is under common control with Trade Desk Limited.

Section C: Competitions

1. Application

- 1.1. This Section C of Service Specific Terms applies where we provide you with Advertising and Media Services that relate to Competitions, which may include some or all of the following activities:
 - (a) fulfilling Advertising for the Competition (e.g., producing in-store shelf dividers);
 - (b) collecting Competition entries;
 - (c) selecting Competition winner(s); and
 - (d) facilitating delivery of prize(s) to Competition winner(s).

2. Your service-specific obligations

- 2.1. You shall undertake all responsibilities allocated to the Supplier in the template competition terms attached to the Booking Details in compliance with those template competition terms. Unless otherwise specified in the Booking Details, you shall be solely responsible for procuring and fulfilling all prizes for the Competition in accordance with the Booking Details and the template competition terms.
- 2.2. When performing activities in connection with the Competition you shall comply with Applicable Law and you shall not do anything (whether by act or omission) that causes the Retailer or us to breach Applicable Law.
- 2.3. Where your Competition is an On-Pack Promotion you shall be solely responsible for ensuring that the Competition complies with Applicable Law.
- 2.4. You may not use any Personal Data received from us or our agents in connection with the Competition for any purpose other than fulfilling the prize for the relevant Competition or, provided that the winning entrant has provided valid written consent under applicable Data Protection Laws, for publicity purposes.
- 2.5. Upon receipt of a written request from us, you must promptly assign to us or to the Competition winner (at our option) the benefit of any contractual protections (including any conditions or warranties) granted to you or to your agents or suppliers by the ultimate provider(s) of any Competition prize.
- 2.6. Where we or the Retailer determine that it is necessary to provide any entrant with an equivalent alternative prize for a Competition, you shall promptly reimburse us or the Retailer (at our option) for all costs and expenses incurred by us or the Retailer in connection with procuring and providing such equivalent alternative prize (including any equivalent cash prize).

3. Liability

- 3.1. You shall defend, indemnify and hold us and the Retailer harmless from and against all losses, costs and expenses (including reasonable legal expenses, penalties, regulatory fines and damages) incurred by us or the Retailer as a result of your failure to comply with these Service Specific Terms.

4. Interpretation

- 4.1. In this Section C capitalized terms shall have the meaning given in the Terms. In addition:
 - (a) "**Competitions**" means prize promotions (including text-to-win prize promotions) involving entrants who may be Retailer customers;
 - (b) "**On-Pack Promotion**" means any Competition where the terms and conditions for the Competition are included on the packaging for the product as provided by you; and
 - (c) "**Applicable Law**" shall include (in addition to the meaning given in the Terms) the UK Code of Non-broadcast Advertising and Direct & Promotional Marketing (CAP Code), the Consumer Protection from Unfair Trading Regulations 2008 and any related UK unfair trading regulations in the UK, the Business Protection from Misleading Marketing Regulations 2008, the Consumer Rights Act 2015, and the UK Data Protection Act 2018 (in each case as amended from time to time) insofar as such laws relate to the running of Competitions in the UK at the date of the relevant Competition.

Section D: Onsite Digital Media – Managed Services (GAM)

1. Application

1.2. This Section D of Service Specific Terms applies to an “Onsite Digital Media” Booking where we deliver:

- (a) Advertising on one or more Retailer Media Asset(s); and
- (b) we may in addition provide you with Media Services related to those Advertising campaigns.

2. Your service-specific obligations

2.1. For each relevant Booking:

- (a) you hereby authorise us to deliver Advertising campaigns on the Retailer Media Asset(s) on your behalf in accordance with the relevant Booking Details; and
- (b) you must ensure that your privacy notice accurately describes the data collection and processing activities associated with your use of the Advertising and Media Services and the delivery of Advertising campaigns and related measurement services on the Retailer Media Asset(s).

2.2. You shall at all times comply with all relevant Third-Party Platform Terms and with all instructions and policies made available to you (directly or indirectly) from the Third-Party Platform from time to time.

2.3. You hereby authorise us to share Personal Data with the Third-Party Platforms so that the Third-Party Platforms can process the Personal Data in order to conduct Advertising campaigns, perform related measurement activities and to otherwise process or commercialize data derived from that Personal Data in accordance with their standard terms and conditions (including but not limited to the Third-Party Platform Terms).

2.4. You must ensure that all Advertising campaigns comply with the Ads Standards.

3. Liability

3.1. Subject to clause 16.1(a) of the Terms, we shall have no liability to you for any matters arising directly or indirectly because of any of the following:

- (a) your failure to comply with the applicable Third-Party Platform Terms; or
- (b) any failure by you to comply with these Service Specific Terms, our Terms or the Booking Details.

3.2. You shall defend, indemnify and hold us and the Retailer harmless from all losses, costs, expenses (including reasonable legal expenses, penalties, regulatory fines and damages) incurred by us or the Retailer as a result of:

- (a) your failure to comply with the applicable Third-Party Platform Terms; and
- (b) any failure by you to comply with these Service Specific Terms, or with clauses 7, 13 or 14 of the Terms.

4. Conflicts

4.1. To the extent of any conflict between the Terms, these Service Specific Terms, the Booking Details and the Third-Party Platform Terms, the following order of precedence applies (first to last): the Booking Details; these Service Specific Terms; the Terms; the Third-Party Platform Terms.

5. Interpretation

5.1. In this Section A capitalized terms shall have the meaning given the in Terms. In addition:

“**Ads Standards**” means the standards set out in Annex A below (including any additional terms and conditions referred to within those standards).

“**Retailer Media Asset**” means a digital media asset controlled by the Retailer, including but not limited to the Retailer’s website; mobile app; scan-as-you-shop terminals.

“**Third-Party Platform Terms**” means the terms and conditions referred to in Annex A below (including any additional terms and conditions contained within those terms), as updated by the relevant Third-Party Platform from time to time.

Service Specific Terms: Annex A – Third-Party Platform Terms and Ads Standards

Third-Party Platform Terms

Third Party Platform	Third Party Platform Terms
Meta	<p>The applicable terms and conditions and policies for Meta products (including but not limited to Facebook and Instagram) accessible through various Meta websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p> <p>https://www.facebook.com/legal/terms</p> <p>https://www.facebook.com/legal/commercial_terms</p> <p>https://www.facebook.com/legal/self_service_ads_terms</p> <p>https://www.facebook.com/legal/terms/customaudience</p>
Google DV360	<p>The applicable terms and conditions and policies for Google DV360 accessible through various Google websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p> <p>https://policies.google.com/terms</p> <p>https://business.safety.google/adsservices/</p> <p>https://business.safety.google/adsprocessorterms/</p> <p>https://payments.google.com/paymentsinfinder</p> <p>https://support.google.com/platformspolicy</p> <p>https://www.google.com/about/company/user-consent-policy.html</p>
Pinterest	<p>The applicable terms and conditions and policies for Pinterest products accessible through various Pinterest websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p> <p>https://business.pinterest.com/business-terms-of-service</p> <p>https://business.pinterest.com/pinterest-advertising-services-agreement</p> <p>http://about.pinterest.com/advertising-standards</p> <p>https://policy.pinterest.com/en-gb/privacy-policy</p> <p>https://policy.pinterest.com/en-gb/community-guidelines</p> <p>https://policy.pinterest.com/en-gb/merchant-guidelines</p> <p>https://developers.pinterest.com/terms/</p>
Trade Desk	<p>The applicable terms and conditions and policies for Trade Desk products as made available to you by us or by Trade Desk, as updated from time-to-time by Trade Desk.</p>
Sky	<p>The applicable terms and conditions and policies for Sky products as made available to you by Sky, as updated from time-to-time by Sky, including but not limited to the following:</p> <p>https://www.skymedia.co.uk/terms-and-conditions/</p>
ITV	<p>The applicable terms and conditions and policies for ITV products as made available to you by ITV, as updated from time-to-time by ITV, including but not limited to the following:</p> <p>https://www.planet-v.co.uk/platform-terms</p> <p>https://www.itvmedia.co.uk/trading-terms-conditions/itv-digital-advertising-and-digital-solutions-services-terms-and-conditions</p> <p>https://www.itvmedia.co.uk/</p>
Channel Four	<p>The applicable terms and conditions and policies for Channel Four products as made available to you by Channel Four, as updated from time-to-time by Channel Four, including but not limited to the following:</p>

	https://www.4sales.com/advertising/online https://www.4sales.com/flysystem/s3filesystem/documents/Digital%20and%20On%20Demand%20Advertising%20Terms%20and%20Conditions%20-%20FINAL%202023.pdf
Google Ad Manager (GAM)	<p>The applicable terms and conditions and policies for Google Ad Manager accessible through various Google websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p> <p>https://support.google.com/platformspolicy</p> <p>https://www.google.com/about/company/user-consent-policy.html</p>

Ads Standards

Third Party Platform	Ads Standards
Meta	<p>The applicable advertising standards for Meta products (including but not limited to Facebook and Instagram) accessible through various Meta websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p> <p>https://transparency.fb.com/en-gb/policies/ad-standards/?source=https%3A%2F%2Fwww.facebook.com%2Fpolicies_center%2Fads</p> <p>https://www.facebook.com/business/help/488043719226449?id=434838534925385</p>
Google DV360	<p>The applicable advertising standards for Google products accessible through various Google websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p> <p>https://support.google.com/adspolicy/answer/6008942?hl=en</p>
Trade Desk	<p>The applicable advertising standards for Trade Desk products accessible through various Trade Desk websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p> <p>https://support.ui.marketing/tradedesk-ttd-advertising-content-guidelines-and-restrictions</p>
Pinterest	<p>The applicable advertising standards for Pinterest products accessible through various Pinterest websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p> <p>http://about.pinterest.com/advertising-standards</p>
Sky	<p>The applicable advertising standards for Sky products as made available to you by Sky, as updated from time-to-time by Sky, including but not limited to all terms and conditions referred to at:</p> <p>https://www.skymedia.co.uk/terms-and-conditions/</p>
ITV	<p>The applicable advertising standards for ITV products as made available to you by ITV, as updated from time-to-time by ITV, including but not limited to all terms and conditions referred to at:</p> <p>https://www.itvmedia.co.uk/</p>
Channel Four	<p>The applicable advertising standards for Channel Four products as made available to you by Channel Four, as updated from time-to-time by Channel Four, including but not limited to all terms and conditions referred to at:</p> <p>https://www.4sales.com/flysystem/s3filesystem/documents/Digital%20and%20On%20Demand%20Advertising%20Terms%20and%20Conditions%20-%20FINAL%202023.pdf</p> <p>https://www.4sales.com/advertising/online</p>
Google Ad Manager (GAM)	<p>The applicable advertising standards for Google products accessible through various Google websites in the jurisdiction where the Third-Party Platform services are used, as updated from time-to-time, including but not limited to the following:</p>

<https://support.google.com/adspolicy/answer/6008942?hl=en>

Section E: Point of Sale (“POS”)

These Section E Service Specific Terms apply to Bookings for POS Campaigns. In the event of any inconsistency between these and any other terms, these POS Service Specific Terms shall take precedence in relation to POS Campaigns.

1. POS Compliance and Billing

- 1.1. POS Campaign Bookings will be billed in full (meaning the total value of the Booking Fees will be due) where the Installation Compliance Rate is equal to or greater than the Successful Installation Threshold.
- 1.2. In cases where the Installation Compliance Rate falls below the Successful Installation Threshold, we will notify your Nominated Representative by email (in accordance with section 1.3 below) and you shall have the option to:
 - (a) Receive a credit equal to the percentage difference between the achieved Installation Compliance Rate and the Successful Installation Threshold; or
 - (b) Receive a reduction in the Fees that relate to the applicable POS Campaign Booking to the value of the percentage difference between the achieved Installation Compliance Rate and the Successful Installation Threshold.

Example: For a campaign with a 75% Installation Compliance Rate, you may elect to receive a 5% credit or be invoiced for 95% of the POS Campaign Booking Fees (being a 5% reduction).

- 1.3. We will notify your Nominated Representative by email of the POS Installation Compliance Rates:
 - (a) within 10 days of the date of the First Installation Attempt; and;
 - (b) where the Installation Compliance Rate following the First Installation Attempt is less than the Successful Installation Threshold, within 10 days of the date of the Second Installation Attempt.
- 1.4. Where the Installation Compliance Rate following the First Installation Attempt is less than the Successful Installation Threshold, we will use the Installation Compliance Rate following the Second Installation Attempt for the calculation for any credit or fee reduction that may be applicable. The Installation Compliance Rates will be determined based on data provided by our authorised installation partner following installation of any POS Campaign. This data shall be deemed final and binding for the purposes of installation compliance assessment and any associated billing or credit calculations.

2. Credit Usage

- 2.1. Any credit issued pursuant to Clause 1.2(a):
 - (a) must be used within 12 weeks from the end date of the original POS Campaign Booking. Any portion of credit that remains unused after such 12 weeks will be forfeited;
 - (b) may only be redeemed against future Bookings of POS media Advertising or onsite display Advertising (i.e. advertising on the Retailer’s website, but excluding any sponsored products Advertising);
 - (c) must be applied to one (1) future Booking only and cannot be divided or applied across multiple future Bookings;
 - (d) is not subject to a minimum spend requirement for the future Booking; and
 - (e) may only constitute a maximum of 80% of the total value of the future Booking to which the credit is applied.

3. General

- 3.1 Any exceptions to this Section E Service Specific Terms, for example where installation has not been possible, shall be discussed and agreed between the parties in good faith, both parties acting reasonably, and documented by email.
- 3.2 The parties agree that the issuance of any credit or reduced billing as set out in section 1.2 above shall be the sole and exclusive remedy available to you in respect of POS Campaign installation compliance. No other claims, damages, or remedies shall be permitted or provided in relation to such compliance, and you waive any further rights to compensation, remedy, or recourse in respect of the same.

4. Interpretation:

In this Section E, capitalized terms shall have the meaning given to them in Terms. In addition:

“**First Installation Attempt**” means the first attempt made by our authorised installation provider to install the POS media in the Retailer’s store, as set out in the Booking Details.

“**Installation Compliance Rate**” means the percentage of POS media that is installed in compliance with the POS Campaign Booking Details, determined in accordance with section 1.4 above.

“**POS**” means point of sale.

“POS Campaign” means an Advertising campaign that includes the installation of POS physical media in a retail store.

“Second Installation Attempt” means, where the First Installation Attempt does not meet the Successful Installation Threshold, the second attempt made by our authorised installation provider to install the applicable POS media in the Retailer’s store.

“Successful Installation Threshold” means 80%.