

TERMS AND CONDITIONS FOR PRIDE RADIO CANADA ADVERTISING, SPONSORSHIP & PROMOTION

These terms set out the terms on which Pride Radio Canada 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. **'PRC'** means Pride Radio Canada (Unicorn Feather Community Media), Registered address: 513 Norwood Ave, North Bay, Ontario, Canada P1B5E6

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 Canadian Code of Advertising Standards and all other relevant laws, regulations and codes of practice applicable and for the time being in force in Canada 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 PRC; and/or (ii) intended for communication on certain third party owned platforms, in accordance with the Licence;

1.7. **'Advertisement'** means a Digital Advertisement, Radio Advertisement and/or Audio-Visual Advertisement which collectively form the Campaign;

1.8. **'PR Material'** means any material, whether in print, digital, audio-only, audio-visual or any other form, which belonged to PRC prior to the date of this Agreement and / or which is otherwise developed and delivered by PRC 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 PRC's radio station(s) or uploaded on one of its websites or mobile applications;

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 PRC, as specified in the Order Confirmation;

1.13. **'Intellectual Property'** means any and all patents, service marks, designs, utility models, unregistered or registered trademarks, 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 PWM 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 PRC 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 PRC radio station or has been taken down from a PRC website or mobile application (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. PRC shall broadcast, publish and communicate the Advertisements to the public in accordance with the Order Confirmation. In addition, if detailed in the Order Confirmation, PR 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. PRC shall endeavour to be flexible and to work with the Advertiser to agree appropriate time frames for delivery of Assets and / or communicating approvals. Approval and delivery deadlines shall be agreed between PRC 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 PRC all Assets (in the format and style agreed in advance, together with all consignment notes, rotation details and Radio Centre approvals) at least 3 working days before the Campaign Start Date;

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

- a) PRC 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 PRC 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 PRC 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 PRC 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 PRC, failure to do so (non-communication) shall be deemed acceptance of the draft Advertisement. If the Buyer does not approve of the draft Advertisement, it shall provide PRC 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, PRC 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 PRC shall then deliver in accordance with this Agreement.

3.4 The Advertiser's failure to comply with the agreed Deadlines and/or of PRC 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 PRC shall not be held responsible.

3.5 If the Campaign involves an Audio-Visual Advertisement and the Advertiser requests and PRC 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 PRC's control. If PRC, 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, PRC reserves the right to delay or cancel use of the Drone without liability. In such circumstances, Bauer and the Advertiser shall agree an appropriate alternative for production of or a replacement for the Audio-Visual Advertisement.

3.6 PRC shall retain all raw-material for the Audio-Visual Advertisement using drones (which, for the purposes of this Agreement, shall be PRC 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 Buyer's payment of an additional fee (to be agreed, in writing).

4. PARTIES' OBLIGATIONS

4.1. PR Crepresents 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 PRC 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 PRC's exploitation of the Assets for the purposes of the Campaign and therefore PRC'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 PRC for use in connection with an Advertisement (including that which is contained within Assets) is accurate, complete and true; ^[1]_[sEP]
- 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 the Advertiser is, or the Advertisement as a whole has been approved by, an authorised person or the Advertisement is otherwise permitted by Applicable Law;
- g) the Assets and PRC'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 PRC's reputation or to otherwise bring PRC or any of PRC'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 PRC as a principal and is acting under the express authority of the Advertiser. The Buyer will indemnify PRC and shall keep PRC fully and effectively indemnified from and against any claims made by the Advertiser which concern the Buyer not having such authorisation.

4.4. PRC 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 PR 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 PRC 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 PRC into disrepute or harming its reputation; or d) to avoid the breach of PRC's internal policies or brand guidelines.

4.5. PRC 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.

4.6. PRC will use reasonable efforts to comply with the wishes of the Advertiser and to endeavour to accommodate the requested **"Laydowns"** (meaning the agreed broadcast schedule or number of spots) but reserves the right to change

radio programming features and broadcast times. If PRC is unable to accommodate the agreed Laydowns, it shall reconcile this against the agreed Impacts. PRC will not reimburse the Advertiser for the number of spots missed according to the Laydown.

5. CANCELLATION

5.1. PRC 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 PR has undertaken prior to receipt of the cancellation notice, which shall be confirmed to the Buyer, in writing, following PRC'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 PRC) affect the Buyer's liability to pay all media and production charges for the Campaign in accordance with clause 6, below.

5.2. PRC 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 PRC 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, PRC 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 PRC by BACS or other electronic transfer to PRC'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 if Value Added Tax is applicable

7. INTELLECTUAL PROPERTY RIGHTS

7.1. All Intellectual Property rights in and to the PRC Material shall at all times remain vested in PR and nothing in this Agreement shall be construed as an assignment by PRC 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 PRC. Apart from as set out in clause 7.2, below, the Advertiser

must obtain PRC's written consent to use any PRC Material during or after the Term and PR reserves the right to charge the Advertiser for such use.

7.2. Notwithstanding clause 7.1, above, from time to time, PRC shall grant to the Advertiser, a licence to reproduce the PRC 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 PRC's ability to grant such a licence is subject always to any restrictions imposed by third-parties whose contributions are featured in the PRC Material. The Advertiser's licence (if any) in respect of the PRC 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 PRC 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 PRC Material, all such rights are reserved to PRC;

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

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

7.2.6. not using the PRC Material in anyway which is intended or reasonably likely to be harmful to PR's reputation;

7.2.7. ensuring that its use of the PRC Material complies with Applicable Law and/or PRC'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 PRC is credited (in a manner agreeable to PRC) whenever the PRC Material is reproduced and/or publicly communicated for example "in association with Pride Radio" 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 PRC Material any additional usage which shall be agreed between the Advertiser and the relevant rights holders;

7.2.10. indemnifying PRC and keeping PRC fully and effectively indemnified and holding PRC 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 PRC 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 PRC'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, PRC shall no longer be entitled to use the Advertiser's Intellectual Property, save that the Advertiser hereby grants PRC a perpetual and royalty-free licence to use the Assets, as the same may appear within the Advertisements, for PRC's internal business uses and to promote its advertising services to other potential advertisers.

8. LIMITATION OF LIABILITY

8.1. This clause 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 PRC 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. PRC 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 PRC immediately and in writing (email being sufficient for such purposes). Following such notification, PRC shall remove the Advertisement from its websites, mobile application or cancel any future radio or television broadcasts for that Advertisement with 72 hours. If PRC fails to do so or if during the approval process, PRC fails to correct an error identified by the Advertiser, then PRC 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 PRC.

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

- a) the broadcast of the Advertisement;
- b) the date on which it is claimed the 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 PRC website/mobile application; 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. PRC 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. PRC 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. PRC will not be liable to the Advertiser if the success of the Campaign is less than anticipated.

8.7. The Advertiser will indemnify PRC and shall keep PRC fully and effectively indemnified and hold PRC 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. PRC 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. PRC'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. PRC 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, PRC 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 PRC, the Advertiser may terminate this Agreement immediately by giving written notice to PRC.

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, PRC 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 HSBC 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 PRC as a result of such instruction shall be payable by the Buyer;

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

10. SUPPLY OF PRIZES.

10.1. If the Campaign includes a competition or prize promotion (each a "**prize promotion**") promoted by PRC 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. PRC 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 PRC permission to provide the prize as a prize for the prize promotion.

10.1.3. PRC 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 PRC 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 PRC, 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 PRC notifies them that they have won. The responsible person will then be expected to liaise with the winner(s) and must confirm to PRC, 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. PRC 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 PRC, 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 PRC 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 PRC pursuant to this Agreement. The transfer of any personal data by PRC to the Advertiser (in connection with this Campaign or otherwise) is subject to the Advertiser signing and complying with PRC'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 PRC with confirmation that it holds a valid registration with the relevant 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. PRC 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, PRC reserves the right to cancel or suspend this element of the Campaign at any time. The Advertiser accepts that PRC 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, PR will endeavour to give the Advertiser prior notice and will always deliver the agreed number of Impacts.

13.2. The Advertiser must give PRC 3 months' written notice, to be sent by recorded delivery, to cancel any sponsorship, during which time it will continue to pay PRC 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 PRC 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 PRC 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 Thirds Parties) Act 1999, or otherwise.

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

Registered Address: Pride Radio Canada (Unicorn Feather Community Media), 513 Norwood Ave,
North Bay, Ontario, Canada P1B5E6