

## ADVERTISING TERMS AND CONDITIONS

These terms and conditions (“Terms and Conditions”) along with the corresponding Letter of Agreement and/or Order Confirmation shall apply and constitute a binding agreement with respect to all Campaigns purchased by or on behalf of Advertiser (collectively and individually referred to herein as the “Agreement”), to the exclusion of all other agreements unless otherwise agreed to in writing by Canadian Broadcasting Corporation/Radio-Canada (“CBC/R-C”).

### 1. DEFINITIONS

1.1. “Ad” means an audio, visual or audio-visual announcement, message, communication or promotion (or combination thereof) for or on behalf of an Advertiser, product, brand or service, on any platform and in any type of media. Examples include but are not limited to, a television commercial, a display advertisement, a pre-roll or mid-roll, lower thirds as well as Content Marketing.

1.2. “Advertiser” means the individual, entity or corporation, who is or whose goods and/or services are, advertised and/or promoted in or in connection with the Campaign.

1.3. “Agency” means Advertiser’s legally authorized agent and/or agency representing Advertiser. Where Agency signs on behalf of Advertiser, Agency assumes responsibility for Advertiser obligations, representations and warranties set out herein.

1.4. “Advertiser Property” means, individually and collectively, content, materials, artwork, copy, symbols, trademarks, design marks, trade names, corporate names, logos, copyrights, URLs, research and any other intellectual properties created, owned or controlled by Advertiser and provided for use in the Campaign, and shall include Advertiser’s goods, services and Ads delivered by Advertiser.

1.5. “Applicable Law” means any and all federal, provincial and local statutory, legal and other requirements and regulations in force from time to time, including laws, regulations, ordinances, codes, policies, industry advertising standards (technical or otherwise), guidelines, directives and best practices which are applicable to each Party’s respective performance and obligations under this Agreement.

1.6. “Content Marketing” means, individually and collectively, customized content created for the purpose of promoting or creating awareness of Advertiser, product, brand or service.

1.7. “Campaign” means, individually and collectively the Ads, Contests, Public Events, Product Integration, Co-Branded Content, Composite Logos, title sponsorships and any other related element, content or materials that CBC/R-C agrees to produce, co-produce, broadcast, advertise or promote in connection with this Agreement. For clarity, the term Campaign may be interpreted to mean either the Campaign and/or element(s) thereof, depending on context.

1.8. “CBC/R-C Property” means, individually and collectively, content, materials, artwork, copy, symbols, trademarks, design marks, trade names, corporate names, logos, copyrights, URLs, research and any other intellectual properties created, owned or controlled by CBC/R-C, or created by CBC/R-C pursuant to this Agreement, and shall include the Program, Contests, Public Events, Product Integration, Co-Branded Content, Composite Logos, and all Ads created or

produced by CBC/R-C for the Campaign, but shall exclude any Advertiser Property contained therein.

1.9. “Co-Branded Content” means, individually and collectively, content which incorporates CBC/R-C Property together with Advertiser Property.

1.10. “Composite Logo” means any symbols, trademarks, design marks, trade names, corporate names, logos incorporating both CBC/R-C Property and Advertiser Property.

1.11. “Contest” means any game of skill or skill and chance that offers an opportunity to obtain a prize/prizes.

1.12. “Contra” means an exchange between parties of goods and/or services of equal value.

1.13. “Letter of Agreement” or “LOA” means the letter of agreement from CBC/R-C to Advertiser and/or Agency regarding the Campaign.

1.14. “Order Confirmation” means an insertion order (IO) or other confirmation from CBC/R-C setting out the business details of the Campaign and incorporating these Terms and Conditions.

1.15. “Party” means either or any of CBC/R-C, Advertiser or Agency, depending on context.

1.16. “Personal Information” means information about an identifiable individual. This may include name, birth date, location, phone number, email address etc.

1.17. “Product Integration” means the incorporation of Advertiser Property into a Program or otherwise creating an association between Advertiser goods/services and a Program.

1.18. “Program” means an audio, visual or audio-visual program or content on CBC/R-C’s platform and/or a distribution platform authorized by CBC/R-C.

1.19. “Public Event” means an event that members of the public are invited or permitted to attend and includes all related activities, media access, communications, production and broadcast.

1.20. “Program Producer” means a third party producer of a Program.

1.21. “Program Producer Property” means, individually and collectively, content, materials, artwork, copy, symbols, trademarks, design marks, trade names, corporate names, logos, copyrights, URLs, research and any other intellectual properties created, owned or controlled by Program Producer including without limitation, goods, services, content and/or Ads owned by Program Producer.

1.22. “Purchaser” means the Advertiser and/or Agency that has executed or authorized the Letter of Agreement or Order Confirmation.

1.23. “Site” means a CBC/R-C platform and any third party platforms authorized by CBC/R-C.

## 2. PAYMENT

- 2.1. CBC/R-C will invoice Purchaser on a monthly basis.
- 2.2. Purchaser will pay the invoice plus applicable taxes upon receipt of the invoice.
- 2.3. Interest of 18% per annum, calculated and compounded monthly, will be charged on all amounts unpaid after 30 days of receipt of the invoice. Interest on the overdue amounts will be payable from the date of the invoice.
- 2.4. If Purchaser fails to pay any invoice within 30 days, CBC/R-C may terminate the Agreement without prejudice to any claims that CBC/R-C may have against Advertiser and/or Agency. If CBC/R-C terminates the Agreement pursuant to this section, Purchaser will pay, and CBC/R-C will be entitled to recover as liquidated damages, the total of all amounts due and to become due pursuant to the Agreement.
- 2.5. Advertiser and Agency shall at all times remain jointly and severally liable for all payments hereunder, unless otherwise indicated in the Letter of Agreement.

## 3. ADS (TV)

- 3.1. If a Campaign involves Ads for linear (TV) broadcast, this section applies.
- 3.2. Advertiser will submit Ads and scheduling instructions to CBC/R-C in accordance with the schedule provided by CBC/R-C and in any event not later than one week before the anticipated broadcast date.
- 3.3. All Ads submitted for linear broadcast must have received telecaster approval prior to submission.
- 3.4. CBC/R-C may in its sole discretion, determine if an Ad will be placed. If CBC/R-C informs Advertiser that an Ad is not approved for any reason, Advertiser will submit a substitute Ad by the deadline indicated by CBC/R-C.
- 3.5. CBC/R-C will comply with all Ad placement restrictions set out in the Order Confirmation, and will create a reasonably balanced delivery schedule. CBC/R-C will provide, within the scope of the Order Confirmation, an Ad as and where specified on the Order Confirmation. Any exceptions to this will be approved by the Advertiser, as applicable, in writing, such approval not to be unreasonably withheld or delayed.
- 3.6. On receipt of Ads from Advertiser or Agency, as applicable, CBC/R-C will use commercially reasonable efforts to notify Advertiser or Agency, as applicable, of non-compliance with CBC/R-C Advertising Standards and Guidelines or other changes required. Ads that require adjustments are still subject to all late creative timelines and provisions.
- 3.7. Failure by Advertiser to submit Ad(s) in accordance with this Section will relieve CBC/R-C from any obligation with respect to such Ad(s) but will not relieve Purchaser from its obligation to pay the amounts under the Agreement.

#### 4. ADS (DIGITAL PLATFORMS)

4.1. If a Campaign involves Ads on a Digital Platform, this section applies.

4.2. Except as provided herein, and subject to Section 4.3 (conflicts), the Parties agree to comply with the "IAB Canada Standard Terms and Conditions and Late Creative Policy for Internet Advertising for Media Buys One Year or Less", as amended from time to time (the "IAB Terms").

4.3. To the extent that any terms in CBC's Terms and Conditions, Letter of Agreement, Order Confirmation or related amendment or policy conflict with the IAB Terms, the CBC term (as the case may be) shall apply. All conflicts shall be resolved by CBC/R-C in CBC/R-C's sole discretion, upon consultation with Advertiser.

4.4. The following sections of the IAB Terms shall not apply:

- a. Section III. Ad Placement and Positioning, subsection (b) Changes to Site;
- b. Section IV Payment and Payment Liability;
- c. Section IX Force Majeure;
- d. Section XI Indemnification;
- e. Section XIII. Non-Disclosure, Data Ownership, Privacy and Laws; and
- f. Section XV Miscellaneous.

#### 5. PERSONAL INFORMATION

5.1. In addition to any obligations imposed by Applicable Law, this section shall apply to the collection, use, retention and disclosure of Personal Information in connection with the Campaign.

5.2. Advertiser may not directly collect Personal Information in connection with the Campaign without prior written permission from CBC/R-C.

5.3. If CBC/R-C agrees (in its sole discretion) to collect Personal Information on Advertiser's behalf in connection with the Campaign, the Parties agree as follows:

- a. Advertiser shall provide CBC/R-C in writing with the opt in language to be used at the point of collection (the "Stated Purpose") along with a link to the Advertiser's privacy policy.
- b. Advertiser will be solely responsible for the Stated Purpose including, without limitation, ensuring its compliance with all Applicable Laws, including but not limited to privacy and anti-spam laws.
- c. CBC/R-C will provide Advertiser with the Personal Information which CBC/R-C, in its sole discretion, deems necessary for the Stated Purpose (the "Collected

Personal Information”). Advertiser will not use the Collected Personal Information for any purpose other than the Stated Purpose.

- d. Access to the Collected Personal Information must be restricted to Advertiser’s representatives who need to have access to such information for the fulfillment of the Stated Purpose and who are informed of the sensitive and confidential nature of the Collected Personal Information;
- e. Advertiser will ensure it has an easily accessible privacy policy that is in compliance with all Applicable Laws, and will ensure at all times that it uses, retains, protects and destroys, the Collected Personal Information in compliance with all Applicable Laws and its privacy policy.
- f. Advertiser will not share the Collected Personal Information with any third party;
- g. Advertiser shall not reference CBC/R-C in any way when communicating (by email or otherwise) with individuals whose Personal Information is received from CBC/R-C in accordance with this Agreement, absent the prior written consent of CBC/R-C;
- h. Advertiser shall promptly notify CBC/R-C of any complaint received in connection with the Collected Personal Information.
- i. Advertiser shall promptly notify CBC/R-C of any potential or actual breach pertaining to the Collected Personal Information;

5.4. If CBC/R-C provides Advertiser with Personal Information for the purpose of Advertiser carrying out an obligation under the Agreement (i.e. administering prize to a Contest winner), Advertiser undertakes to treat such Personal Information in accordance with all Applicable Laws and to not use it for any other purpose other than fulfilling the aforementioned obligation.

5.5. If a complaint is made to CBC/R-C about Advertiser’s privacy practices, Advertiser will permit the CBC/R-C Privacy Officer or their delegate, during normal business hours, to conduct an audit of the privacy practices of Advertiser in connection with the Collected Personal Information. Advertiser agrees to fully cooperate with the CBC/R-C Privacy Officer or their delegate and to implement improvements recommended by same. Failure to comply with improvements requested by the CBC/R-C Privacy Officer or their delegate will constitute a material breach of this Agreement. CBC/R-C will assume the CBC/R-C Privacy Officer audit costs.

5.6. Advertiser agrees that, after termination of the Agreement, it will, as elected by CBC/R-C, a) return to CBC/R-C all Collected Personal Information or b) destroy copies of same, and provide to CBC/R-C a certificate of destruction signed by a senior officer of Advertiser no later than the close of business on the tenth business day after written notice by CBC/R-C. Advertiser will retain only such Collected Personal Information as required by Applicable Laws and will immediately destroy such Personal Information when retention is no longer required by Applicable Law.

5.7. This section shall survive termination of the Agreement.

## 6. PRODUCTION

6.1. Every aspect of the Campaign, including but not limited to Ads delivered by Advertiser or Ads, Co-Branded Content, Product Integration, Contests, Public Events or Composite Logos created or prepared by CBC/R-C on behalf of Advertiser for use in the Campaign, is subject to CBC/R-C final approval. CBC/R-C may in its sole and absolute discretion change or modify a Campaign to the extent it deems necessary to comply with Applicable Law, whether applicable to CBC-RC, a Party or the Campaign.

6.2. Unless stated otherwise in the Letter of Agreement and/or Order Confirmation, any Campaign or content produced by CBC/R-C will become CBC/R-C Property. CBC/R-C Property, may not be broadcast by Advertiser on its own or any third party platform (including Advertiser's social media) or exploited in any way by Advertiser without CBC/R-C's consent in writing.

6.3. For Campaigns produced solely by CBC/R-C, CBC/R-C represents and warrants that for the purpose and duration of the Campaign and for the Territory and platforms specified in the Letter of Agreement or IO, it will have obtained all applicable permissions and/or clearances required by Applicable Law for all content excluding Advertiser Property or will have notified Advertiser that such permissions and/or clearances need to be obtained.

6.4. For Campaigns produced or provided by Advertiser, Program Producer, or any other third party, Advertiser represents and warrants that for the purpose and duration of the Campaign and for the Territory and platforms specified in the Letter of Agreement or Order Confirmation, it will have obtained all applicable permissions and/or clearances required by Applicable Law and will have entered into all necessary agreements.

## 7. CONTESTS

7.1. If the Campaign includes sponsorship of a Contest, this section applies.

7.2. All Contests must relate to CBC/R-C programming. CBC/R-C will run and control the Contest and the related Campaign. CBC/R-C will prepare and administer all aspects of the Contest, including without limitation, the Contest rules and releases, creating and approving Contest promotions, Contest administration and prize fulfillment.

7.3. Advertiser shall not promote a Contest on its own or third party platforms (including social) without prior approval in writing from CBC/R-C. All Contest promotions must be reviewed and approved by CBC/R-C in advance. Advertiser shall under no circumstances promote a Contest by way of email.

7.4. Where Advertiser is providing prizing in connection with the Contest, Advertiser shall be solely responsible for managing and coordinating distribution of such prizing to the Contest winner(s), save and except as explicitly set forth in the Letter of Agreement. Such prize fulfillment shall be carried out without undue delay and in accordance with all Applicable Laws. Advertiser hereby indemnifies CBC/R-C with regards to any loss liability, expenses, allegations, threats, claims, suits, demands, actions or other proceedings, including but not limited to all legal fees and costs related to or arising out of any prizing provided by Advertiser.

7.5. As CBC/R-C is a federal Crown corporation. CBC/R-C is not subject to the jurisdiction of the Régie des alcools, des courses et des jeux (Régie) in Québec for Contests relating to CBC/R-C programming. As a result, CBC/R-C does not register its Contests with the Régie. Advertiser represents and warrants that it will not register the Contest with the Régie or any other person or entity.

## 8. PRODUCT INTEGRATION

8.1. If the Campaign includes Product Integration, this section applies.

8.2. The details of the Product Integration will be developed by CBC/R-C and the Program Producer (where applicable) and shall be designed in accordance with CBC/R-C policies, industry best practices and any applicable CRTC guidelines. CBC/R-C will provide Advertiser with the applicable Program script or integration concept description to review prior to filming. CBC/R-C will have final approval on all aspects of the Product Integration. Advertiser will be responsible for providing the applicable Advertiser Property for Product Integration in accordance with timelines provided by CBC/R-C. At CBC/R-C's option, Advertiser and CBC/R-C (and if applicable the Program Producer) agree to enter into a separate agreement regarding the details of the Product Integration, the details of which will be negotiated in good faith. This additional agreement may also contain terms and conditions, representations, warranties, indemnities, limitations of liability and termination rights as are customary in agreements of this nature that will apply specifically to the Product Integration portion of the Campaign.

8.3. Product Integration is not guaranteed. Notwithstanding anything to the contrary, CBC/R-C (or the Program Producer if applicable) is under no obligation to exploit the Product Integration. For the avoidance of doubt, if CBC/R-C (or the Program Producer if applicable) does not believe that Product Integration is feasible or appropriate for the applicable Program, CBC/R-C (or the Program Producer if applicable) may cancel the Product Integration (or, for clarity, element(s) of the Product Integration). In the event of such cancellation, the Parties agree that Advertiser will not be obligated to pay for the applicable Product Integration (or element thereof). CBC/R-C, acting reasonably, will determine the value of the Product Integration in question.

8.4. Where cancellation of the Product Integration by CBC/R-C (or Program Producer) is the direct result of the failure of Advertiser to provide Advertiser Property or approvals in a timely manner, Advertiser will remain obligated to pay for the Product Integration.

8.5. Notwithstanding any cancellation of the Product Integration (or, for clarity, the applicable element(s) of the Product Integration), the Parties agree that Advertiser Property may continue to appear in the applicable Program, and in such event, the applicable grant of rights, indemnities, representations and warranties will survive.

## 9. PUBLIC EVENT

9.1. If the Campaign includes a Public Event, this section applies.

9.2. CBC/R-C will control all aspects of the Public Event in its sole discretion. The Public Event will be subject to CBC/R-C rules and policies.

9.3. Notwithstanding the above, CBC/R-C or Advertiser (with prior consent from CBC/R-C) may engage a third party to organize the Public Event. The entity that engages the third party shall be solely responsible for ensuring its compliance with all relevant terms of this Agreement.

9.4. Advertiser will pay for and maintain the following insurance coverages including applicable deductibles in connection with the Public Event:

- a. commercial general liability insurance on an occurrence basis covering bodily injury, property damage, contractual liability, personal and advertising injury and products and completed operations liability, tenant legal liability, non-owned automobile liability and contractor's protective insurance in a minimum amount of \$5,000,000 combined single limit;
- b. automobile liability insurance, including bodily injury and property damage, in a minimum amount of \$5,000,000 combined single limit; and
- c. all risk property insurance, including equipment breakdown, business interruption, property in transit and contractor's equipment and merchandise utilized in connection with the Public Event. The policy shall also cover any and all property of CBC/R-C, its subsidiaries and affiliates in the care, custody and/or control of the Advertiser in an amount not less than the full replacement cost. CBC/R-C will be added as loss payee as their interests may appear.

9.5. Such certificates and policies will:

- a. be proved by insurers having current A.M. best ratings of no less than A-VII;
- b. remain in full force and effect during the Campaign and until all applicable statutes of limitations have expired;
- c. include each of the other Parties and their respective affiliates, owners, directors, governors, officers, partners, principals, employees, members, agents, successors and assigns as additional insureds and such policy will include severability of interests and cross liability clauses;
- d. provide that the insurer waives its rights of recovery against such additional insured as if such person or entity were the only person or entity covered thereby (it being understood that the coverage limits will apply to all named and additional insureds collectively).
- e. evidence of proof of coverage, and delivery of such to CBC/R-C may be required either prior to or following execution of this Agreement.
- f. include an undertaking by the insurer that the policy will not be cancelled, except after not less than thirty (30) days written notice to CBC/R-C.
- g. be non-contributing with, and will apply only as primary and not as excess to, any other insurance available to CBC/R-C.

## 10. CONTRA

10.1. If the Campaign includes contra, this section applies.

10.2. Advertiser will provide CBC/R-C with the goods and/or services detailed in the Letter of Agreement and in exchange CBC/R-C will provide Advertiser with Campaign elements detailed in the Letter of Agreement. The full contra value being exchanged will be the amount indicated in the Letter of Agreement.

10.3. CBC/R-C and Advertiser agree that they will retain, for income tax and GST/HST purposes, material in support of the estimates of values indicated in the Letter of Agreement. CBC/R-C and Advertiser agree and recognize that the goods and/or services which are to be effected under the Agreement constitute a barter transaction for income tax and GST/HST purposes. They also agree that the goods and/or services are taxable supplies insofar as GST/HST is concerned and that the value of the supply of the goods and/or services made by one Party is equal to the value of the supply of the goods and/or services made by the other Party. The Parties agree to record their respective portion of the GST/HST transaction in their accounting records.

## 11. USE OF ADVERTISER PROPERTY

11.1. Advertiser grants to CBC/R-C an unlimited, irrevocable, non-exclusive, royalty-free, worldwide, perpetual license to use Advertiser Property in connection with the Campaign and/or Program, and as may be further detailed in the Letter of Agreement and/or Order Confirmation.

11.2. CBC/R-C agrees to solely use Advertiser Property as designated by Advertiser in writing. CBC/R-C will not alter, modify, dilute or otherwise misuse Advertiser Property in any manner intended to give the impression that CBC/R-C is the owner of Advertiser Property.

11.3. Notwithstanding the above, CBC/R-C may make any changes it deems necessary to any Campaign, including to add words such as "Sponsored Content", "Advertisement", "Ad", "Paid" in connection with any Campaign if CBC/R-C in its absolute discretion determines that it is not sufficiently identifiable as an Ad.

11.4. In the event that a Composite Logo is created in connection with a Campaign, CBC/R-C will own all rights, title and interest, including without limitation all intellectual property rights, in connection with the Composite Logo, excluding Advertiser Property contained therein. Advertiser will have the right to approve the Composite Logo, which approval will not be unreasonably withheld. For clarity, CBC/R-C may register the Composite Logo, but will disclaim Advertiser Property. Advertiser shall have no right to use the Composite Logo outside of the Campaign, without prior written consent from CBC/R-C.

11.5. In the event that Co-Branded Content is created in connection with a Campaign, CBC/R-C will own all rights, title and interest, including without limitation all intellectual property rights, in connection with the Co-Branded Content excluding Advertiser Property. Advertiser shall have no right to use the Co-Branded Content outside of the Campaign, without prior written consent from CBC/R-C.

11.6. Advertiser irrevocably assigns, transfers and abandons all of its rights, titles and interests (if any) in and to the Program and the Campaign (excluding Ads owned by Advertiser) to CBC/R-C (and/or Program Producer if applicable), and Advertiser:

- a. waives all moral rights and all similar rights existing under the Applicable Laws of any jurisdiction;
- b. waives any right to seek, obtain, or enforce any injunctive or other equitable relief; and
- c. releases CBC/R-C (and Program Producer if applicable) and its (their) respective licensees from any claims for remuneration or any form of damage or compensation, including without limitation any claims for defamation or any other cause of action in connection with any use of Advertiser Property in connection with the Campaign (excluding Ads owned by Advertiser) and/or Program.

11.7. CBC/R-C acknowledges that all right, title and interest in and to Advertiser Property belongs to Advertiser. Any goodwill associated with Advertiser Property will enure exclusively to the benefit of Advertiser.

## 12. USE OF CBC/R-C PROPERTY

12.1. Where the Parties have agreed that an aspect of the Campaign includes a license to use CBC/R-C Property, this section applies.

12.2. Any license to use CBC/R-C Property will be detailed in a Letter of Agreement.

12.3. Advertiser agrees to solely use the CBC/R-C Property as designated by CBC/R-C in the Letter of Agreement or otherwise in writing. Advertiser will not alter, modify, dilute or otherwise misuse CBC/R-C Property in any manner intended to give the impression that Advertiser is the owner of CBC/R-C Property. Advertiser will not adopt, use or permit the adoption or use of any trade name, logo or mark which includes or is confusingly similar to, or a simulation or colorable imitation of CBC/R-C Property.

12.4. Advertiser acknowledges that all right, title and interest in and to the CBC/R-C Property belongs to CBC/R-C. Any goodwill associated with the CBC/R-C Property will enure exclusively to the benefit of CBC/R-C.

## 13. GENERAL WARRANTIES & INDEMNITY

13.1. Advertiser represents and warrants that:

- a. that it has the right to enter into this Agreement and has all right title and interest necessary to grant the rights and the releases under the Agreement;
- b. It has all necessary permits, licenses, consents, waivers and clearances to use the content in the Ads and Advertiser Property as specified in the Letter of Agreement and/or Order Confirmation;

- c. Advertiser has paid all residual, re-use or similar payments, step-up fees, music synchronization, mechanical reproduction and music performance rights and license payments and any other amounts payable to third parties that arise as a result of or with respect to the broadcast of Advertiser Ads and use of Advertiser Property hereunder.
- d. Advertiser Ads, Advertiser Property and all Advertiser activities in connection with the Campaign:
  - i. will not violate any personal or proprietary right or privilege, including without limitation rights relating to privacy, defamation or publicity;
  - ii. will not infringe on any intellectual property rights (copyright, trade-mark, patent or other literary, dramatic or musical right) of any third party;
  - iii. will not make use of any subliminal technique; and
  - iv. will comply with all Applicable Laws.

13.2. Agency represents and warrants that it has the right to enter into this Agreement and in entering into the Agreement it is acting as the legally authorized agent of Advertiser and that it has full right and authority to enter into this Agreement on behalf of and bind Advertiser in respect of all Advertiser representations, warranties and obligations.

13.3. Agency and Advertiser are jointly and severally liable for all Agency and Advertiser obligations in the Agreement including but not limited to the obligation to make payments.

13.4. The Parties agree to at all times comply with all Applicable Laws.

13.5. Advertiser and Agency will indemnify the CBC/R-C, its licensees, and their respective officers, directors and employees against any and all claims, losses, damages, costs (including legal fees) and causes of action arising out of (i) any breach or alleged breach of any provision, representation or warranties of the Agreement by Advertiser or Agency and (ii) the Advertiser Property distributed or broadcast in connection with this Agreement.

13.6. In no event will a Party be liable to the other Parties for loss of profits, business or revenue or for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever.

13.7. In addition to any insurance requirements specifically set out in this Agreement, it will be Advertiser and Agency's sole responsibility, at their sole expense, to secure and maintain adequate insurance with regards to this Agreement, including but not limited to, E&O, public liability, property damage, medical, disability travel and life insurance as well as workers' compensation insurance in the relevant jurisdiction.

13.8. CBC/R-C will not be liable for any damages, losses, costs or expenses suffered by Advertiser or Agency as a result of:

- a. loss of or damage to any materials provided by Advertiser in connection with the Campaign;

- b. substitution, interruption, postponement, inability or omission to broadcast any Campaign element due to technical or mechanical difficulties or failure to transmit by a third party or any federal, provincial municipal act, regulation, direction order or requirement;
- c. modification of a Campaign element by CBC/R-C, where CBC/R-C determines in its sole discretion, such modification is necessary to comply with any law, regulation, code, directive, policy, guideline or best practice and/or standard (technical or otherwise) applicable to a Party or the Campaign;
- d. cancellation of a Campaign by CBC/R-C where CBC/R-C in its sole and absolute discretion determines that a Party or the Campaign does not conform with Applicable Law.

13.9. CBC/R-C's liability to Advertiser and Agency under this Agreement shall be limited at CBC/R-C's sole option to (i) reimbursement as liquidated damages, of any amounts prepaid hereunder for undelivered Campaign elements; or (ii) the provision to Advertiser/Agency of reasonable make-goods.

#### 14. APPROVAL OF CAMPAIGNS

14.1. The form and content of all Campaigns and use of Advertiser Property must be approved and accepted by CBC/R-C, which may refuse in its sole discretion to broadcast, advertise and/or promote any Campaign for any reason including without limitation Applicable Law. Notwithstanding approval of any Ad pursuant to this section, CBC/R-C may refuse to broadcast, advertise and/or promote the Campaign if CBC/R-C determines, in its sole discretion, that the Ad is based on some matter of public controversy or debate.

14.2. Notwithstanding anything in the Agreement, if CBC/R-C is unable to obtain the approval rights of a third party, where a third party is reasonably required to provide its approval (e.g. a Program Producer) CBC/R-C will have the right to amend (or if necessary, terminate) the Agreement, in CBC/R-C's sole discretion.

#### 15. GENERAL

15.1. Advertiser will submit to CBC/R-C for prior written approval, all press releases, advertising, sales campaigns and other publicity matters in connection with this Agreement, CBC/R-C Property and the Campaign.

15.2. CBC/R-C may in its sole discretion reschedule, pre-empt or cancel any Program.

15.3. Any notice under the Agreement will be given in writing either by personal delivery, by mail, or by e-mail at the respective addresses of Advertiser and of the CBC/R-C. Notice by mail will be deemed to have been delivered three (3) business days after it is sent. Notice by e-mail will be deemed delivered on the business day after it is sent. Notice will be given to the Parties at the contact information indicated on the Order Confirmation(s) and/or Letter of Agreement, or to such other address as indicated by the Parties in writing.

15.4. Advertiser and Agency may not subcontract any of their respective obligations under this Agreement without prior written consent of CBC/R-C. In all circumstances, Advertiser and Agency will remain responsible and liable for all subcontracted parties including payments due to subcontractors.

15.5. Advertiser may not transfer or assign the Agreement or any right conferred by it without CBC/R-C's prior written consent. The Agreement will be binding on the Parties' respective successors and permitted assigns.

15.6. The Agreement may not be cancelled by Advertiser or Agent. If there are any mutually agreed revisions to the Order Confirmation and/or Letter of Agreement, CBC/R-C will issue an amended Order Confirmation and/or Letter of Agreement.

15.7. Certain Campaigns and related Agreements may be conditional upon approval by CBC/R-C's President and Board of Directors. This condition is inserted for the benefit of CBC/R-C and may be waived at CBC/R-C's sole election.

15.8. Each Party will maintain the confidentiality of the other Party's confidential information and will not, without the prior written consent of the other, use disclose copy or modify the other Party's confidential information other than as necessary for the performance of its rights and obligations under the Agreement. "Confidential Information" means information relating to a Party's business affairs or activities not in the public domain, including the confidential information contained in the Order Confirmation and/or Letter of Agreement, and which is either marked as confidential or proprietary, or about which the receiving Party is advised of its confidential nature.

15.9. In the event of the occurrence of any of the defaults described below, and if such default(s) is not cured within ten (10) business days of receipt of the other Party's notification of such default(s), then, in addition to any other remedy available to it, the Party not in default will have the right (but not the obligation) to terminate the Agreement effective upon the giving of written notice:

- a. if any representation made herein or in any other certificate or instrument delivered herein will be found to be false or incorrect or misleading in a material respect, by omission or otherwise; or
- b. if a Party becomes the subject of any bankruptcy, insolvency or similar proceeding.

15.10. All representations, warranties, covenants, indemnities and undertakings given by Advertiser herein will survive the termination or expiry of the Agreement.

15.11. Should any part of the Agreement be void or unenforceable for any reason whatsoever, such section(s) will be severable and the remainder of the Agreement will remain in full force and effect.

15.12. The Agreement is the entire agreement of the Parties with regard to the matters dealt with herein. There are no understandings or agreements, oral or written, between the Parties, except as are expressly detailed in the Agreement. Any amendments to the Agreement will be in writing and agreed to by all Parties. In the event of a conflict between the terms of the documents listed below, the following order of priority will apply to resolve the conflict: (i) the Order

Confirmation (if applicable); (ii) Letter of Agreement (if applicable); and (iii) these Terms and Conditions (iv) the IAB Terms (if applicable).

15.13. Notwithstanding the foregoing, CBC/R-C reserves the right to unilaterally revise these Terms and Conditions from time to time. CBC/R-C will post any revised Terms and Conditions on its website. Advertiser should periodically review the website for notice of any changes to these Terms and Conditions. Advertiser's continued purchase of the Campaigns means that Advertiser agrees to and accepts the revised Terms and Conditions.

15.14. A waiver by either Party of strict compliance with any term or condition hereof will not in itself constitute a waiver of the rights of said Party in the event of a subsequent breach of said term or condition.

15.15. Nothing in the Agreement will make the Parties partners or joint venturers, and except as is herein expressly stated neither Party may act as an agent for the other or make any representation or incur any obligation on behalf of the other.

15.16. CBC/R-C is subject to the *Access to Information Act*, R.S. c. 1985, c. A-1. As a consequence, records held by CBC/R-C may be subject to a request for access and may be disclosed if no exclusion or exemption provided for in the Act applies.

15.17. The Parties agree to execute all documents and take all action necessary or desirable to give full effect to the provisions of the Agreement.

15.18. The Agreement is governed by the law of the Province of Ontario and the federal laws of Canada applicable therein, and the Parties attorn to the jurisdiction of the courts of Ontario.

15.19. Excluding payment obligations, neither Party will be held responsible for damages caused by delay or failure to perform or observe any covenant, undertaking, obligation or condition hereunder when such delay or failure is due to act of God, inevitable accident, fire, flood, lockout or strike, riot or civil unrest, wars, acts of public authorities (including law enactment, regulation, rule, order, etc.), or other cause of similar or different nature beyond the control of the Parties ("Force Majeure"). Should either Party be unable to comply with its obligations hereunder for more than 14 consecutive days due to a Force Majeure, the other Party may terminate this Agreement effective immediately with written notice.

15.20. The Parties hereto have requested that the Agreement be drafted in English. Les Parties aux présentes ont exigé que ce contrat soit rédigé dans la langue anglaise seulement.