



SKY ZERO FOOTPRINT FUND LOCAL HEROES COMPETITION TERMS AND CONDITIONS OF ENTRY

1. INTRODUCTION

- 1.1. These Competition Terms and Conditions of Entry (“**Terms and Conditions**”) set out the terms for the Sky Footprint Fund Local Heroes competition (“**Competition**”) held by Sky UK Limited (company number 2906991) (“**Sky**”) aimed at small local businesses in order to support Sky’s wider Sky Zero programme.
- 1.2. Each party who enters the Competition agrees to be bound by these Terms and Conditions.

2. ELIGIBILITY

- 2.1. Only entrants who are in the following categories may enter:
 - (a) Small businesses (businesses with 500 employees or fewer) which have not engaged in any advertising activity with Sky in the 12 months preceding the date of entry, and which must be based in the United Kingdom or Republic of Ireland, (“**Entrant**”); and
 - (b) The Entrant must have been trading for longer than 12 months at the time of entry (i.e. no startups), and must have a product or service readily available at the time of entry.
- 2.2. The Entrant must have the explicit backing of senior personnel from the primary business entered. Entries must include the contact details of such senior personnel to enable Sky to verify that the entry has the appropriate backing.
- 2.3. The Entrant will be required to provide evidence to support their sustainability credentials, including how their business is making a difference to the environment by implementing sustainable changes to their business operations and/or introducing sustainable options for their customers, which sustainability credentials shall be assessed by Sky and Sky shall determine whether such evidence sufficiently demonstrates such sustainability credentials in its sole discretion. Sky reserves the right to reject or omit entries which it deems fail to do so.
- 2.4. Sky also reserves the right to reject or omit entries that do not align with its Responsible Business Strategy. For more details click here: <https://www.skygroup.sky/impact>.
- 2.5. There is a limit of one entry to the Competition per Entrant.
- 2.6. Competitors of Sky are not permitted to enter nor have their brand entered by a third party.

3. COMPETITION STAGES

- 3.1. The Competition shall open on 3rd July, 2024 and close at 11.59pm on 4th December, 2024 (“**Closing Date**”).
- 3.2. In order to enter the Competition, a written entry must be submitted with business contact details on the competition page on <https://www.adsmartfromsky.co.uk/local-heroes/> (the “**Competition Page**”) before the Closing Date. All competition entries received after the Closing Date are automatically disqualified.
- 3.3. Entrants must complete the entry form as instructed and provide details of a key representative to be their main contact for the Competition.
- 3.4. By entering the Competition, the Entrant accepts Sky’s Airtime Terms and Conditions and Digital Terms and Conditions available at <https://www.skymedia.co.uk/terms-and-conditions/> and confirms they have read Sky’s Privacy Policy available at <https://www.skymedia.co.uk/privacy-and-cookies-notice/>.
- 3.5. Following the entrants submission, the public will be able to enter the Competition Page and vote for their preferred Entrant (all Entrants will have their entries summarised on the Competition Page, which will also include a tally of how many votes each entry has received). Entrants will also be able to track how many

votes they receive via a unique private link.

- 3.6. Voting will close to the public on 29th October, 2024, after which the Judging Panel (as defined at clause 4 below) will be presented with the top 10 most voted Entrants from each of the 9 AdSmart LADS regions (i.e. Scotland, Republic of Ireland, Northern Ireland, Wales, North England, Midlands, South East England, South West England, and London) (the “**Regions**”) (“**Short-Listed Entrants**”). The Judging Panel will select 9 winners (the “**Winners**”) from these Short-Listed Entrants, with 1 Winner chosen from each of the 9 Regions. The Winners will be selected by 25th November.
- 3.7. The Winners will be contacted by email on or before 27th November and will be announced publicly by Sky on 28th November.
- 3.8. Each Winner will win an AdSmart campaign worth £20,000/€20,000 of Media Value (with the advertisement/s as part of this campaign being the “**Creative**”) plus a further £2,500/€2,500 to produce the Creative, as further detailed at clause 5.
- 3.9. The Creatives for each Winner will be delivered via AdSmart and will premiere on the Sky portfolio of channels in the United Kingdom and Republic of Ireland (including both Sky branded channels and third-party channels including Virgin) (“**Channels**”) and Sky platforms at Sky’s sole discretion. The Creatives produced by the Winners shall be broadcast exclusively by Sky on the Channels and Sky platforms for the duration of the Campaign Period (as defined in clause 5.4) unless otherwise agreed by Sky in writing.
- 3.10. No Creative is permitted to be used with any other TV media owner within a period of 12 months from the start of the respective Winner’s AdSmart campaign.
- 3.11. Sky reserves the right to amend the dates set out in this clause 3 as required and will notify the relevant Entrants of any amendments to the dates.

4. JUDGING

- 4.1. The judging panel for the Competition shall consist of judges from the AdSmart LADS team, which individual judges shall be selected at Sky’s discretion (“**Judging Panel**”).
- 4.2. As detailed in clause 3 above, only the Winners will be decided by the Judging Panel, whose decisions will be final. The Short-Listed Entrants will be the top 10 most voted Entrants from each Region, as determined by public voting.
- 4.3. The Judging Panel shall base their decision to select the Winners on whether the Entrant has:
 - (a) Made positive changes to be a more sustainable business;
 - (b) Made a positive difference to their local community; and
 - (c) Has a product or service which has the potential to drive green consumer behaviour within their local community.

5. PRIZES

- 5.1. Each Winner will win an AdSmart campaign worth £20,000/€20,000 of media value for the Creative (“**Media Value**”), which Media Value shall be redeemable for deploying the Creative across the Channels and Sky platforms in line with Sky’s agreement with the Winners.
- 5.2. Each Winner will also be given £2,500/€2,500 to use in the production of the Creative (the “**Production**” and the “**Production Prize**”, and together with the AdSmart campaign prize the “**Prizes**”). The Production Prize may only be used to fund the Production by engaging one of Sky’s approved or recommended creative agencies in each Winner’s respective Region (to be notified to each Winner prior to Production) (“**Approved Agencies**”).
- 5.3. The Media Value will be priced in line with Sky's standard rates it charges to the market for the same or similar inventory from time to time.
- 5.4. The Media Value must be redeemed between 1st January, 2025 and 30th June, 2025 (the “**Campaign Period**”). There is the potential for these dates to be flexible, subject to discussion with Sky. For the avoidance of

doubt, the premiere of the Creative and exclusive broadcast of the Creative by Sky, as detailed in clause 3.9, is included in the Media Value.

- 5.5. For the avoidance of doubt, agency commission will not be payable on the Media Value.
- 5.6. No cash equivalent prizes are available in relation to the AdSmart campaign, and the Production Prize must be used in relation to the Production.
- 5.7. Prizes cannot be assigned or transferred to a third party.
- 5.8. All airtime will be booked at the absolute discretion of Sky and spread across the Channels at Sky's discretion, but Sky will try to plan effectively for the Winners' target audiences.
- 5.9. The Media Value must be fully redeemed within the Campaign Period. Any remaining value left after the Campaign Period will be lost.
- 5.10. All Prizes are awarded at Sky's discretion. Sky and/or the Judging Panel (acting reasonably) reserve the right not to select a Winner or shortlist any entries, and/or to remove or amend selection criteria and/or the structure and operation of the Competition if entries are not of the requisite standard.
- 5.11. All Winners must consent to providing a case study (which must demonstrate business results) detailing the effectiveness of the Creative campaign following its broadcast.
- 5.12. All Winners must work with Sky to provide additional PR support in relation to the Sky Footprint Fund following completion of the Competition.

6. THE CREATIVE

- 6.1. All aspects of Production shall be the responsibility of the Winner (including engaging an Approved Agency), and shall be fully or partly funded by the Production Prize.
- 6.2. The Creative must be delivered to Sky and be ready to be broadcast by the agreed upon date with your AdSmart representative.
- 6.3. The Creative must be submitted by the Winner to Clearcast for regulatory clearance prior to broadcast in the United Kingdom.
- 6.4. For the avoidance of doubt, the Creative must not have run in the United Kingdom before its premiere by Sky in accordance with clause 3.9.
- 6.5. All Creatives must be 30 seconds in duration.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Each Winner warrants and represents to Sky that:
 - (a) it holds all necessary rights to permit the use, reproduction, display, transmission and distribution of the Creative in the manner specified in these Terms and Conditions and can grant to Sky such rights;
 - (b) it has obtained all intellectual property rights and other third party rights, and all appropriate consents, clearances and licences for the Creative (including without limitation music rights and performance rights); and
 - (c) that the transmission of the Creative and access by audiences as described in these Terms and Conditions will not infringe any intellectual property right or other third party right.
- 7.2. Each Winner agrees to indemnify and keep indemnified Sky and its Affiliates and hold Sky and its Affiliates harmless against any and all liabilities, costs, expenses, damages and losses of any kind (including legal fees and costs) incurred by Sky and its Affiliates as a result of any breach of clause 7.1.
- 7.3. For the avoidance of doubt, all intellectual property rights in the Creative (excluding any Sky trademarks, if applicable) shall remain the property of the respective Winner. Each Winner may use the Creative for its own purposes, subject to Sky's right to broadcast the Creative exclusively on its Channels and platforms as set out in clause 3.9 for the duration of the Campaign Period.

- 7.4. Unless otherwise agreed by Sky in writing, the Winners are not entitled to, and shall not reproduce, display or otherwise use any Sky trade mark for any purpose.
- 7.5. Sky reserves the right to utilise the details and Creatives of the Winners in communications and publicity supporting the Sky Footprint Fund Local Heroes and wider Sky Zero campaign. Each Winner grants to Sky a non-exclusive, non-transferable, non-assignable, royalty-free licence to use the respective Winner's trade marks and logos solely for the purposes set out in this clause 7.5 provided that all such uses by Sky shall be subject to that respective Winner's prior written approval. Sky acknowledges and agrees that nothing in these Terms and Conditions shall be construed to grant Sky any ownership or right in any Winner's trade marks and logos, save in relation to the licence granted in this clause 7.
- 7.6. For the purposes of this clause 7: "**Affiliates**" means any company, partnership or other entity which at any time directly or indirectly controls, is controlled by or is under common control with either party including as a subsidiary, parent or holding company.

8. GENERAL

- 8.1. All entries must comply with all applicable laws and regulations.
- 8.2. Any press releases by any Winner referring to the Competition, the AdSmart campaigns, or the Creatives must be discussed with and approved in writing by Sky before publication.
- 8.3. Sky reserves the right to amend the Competition rules during the judging process if the Judging Panel deems it necessary. In this event, Sky will notify all Entrants of the change and will publish the updated rules on the Competition website at <https://www.adsmartfromsky.co.uk/local-heroes/>.
- 8.4. Sky shall have no liability to any Entrant or any other party for any delay, alteration or cancellation of the Competition due to the Covid-19 pandemic.
- 8.5. If there is any reason to believe that there has been a breach of these Terms and Conditions, Sky may, at its sole discretion, reserve the right to exclude the Entrant from participating in the Competition.
- 8.6. Headings of clauses are for ease of reference only and shall not affect the interpretation of these Terms and Conditions.
- 8.7. Words in the singular shall include the plural, and vice versa.
- 8.8. The words "include" and "including" shall be construed without limitation.
- 8.9. These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter and supersede all prior understandings or discussions.
- 8.10. Each provision of these Terms and Conditions is severable and distinct from the others. Invalidity or unenforceability of a specific provision shall not affect the other provisions of these Terms and Conditions.
- 8.11. Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 8.12. The Entrant shall comply with all applicable laws, statutes, and regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.
- 8.13. These Terms and Conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts over any claim or matter arising under or in connection with these Terms and Conditions.