



Terms & Conditions

1. Definitions

In these Terms & Conditions, the following words and expressions shall have the meaning set out below:

“Advertiser” is the entity or person whose products and/or services are featured in the Advertising Material;

“Advertising Material” means the content created by 3ROCKAR for 3D anamorphic, screen pop-out imaging, magic mirror and WebAR digital assets (including any text, images, audio and video content contained within) to be placed on one or more Platforms in accordance with the terms of this Agreement;

“Advertisement Copy” means video, audio, text, images, Client Trade Marks and other materials accepted by 3ROCKAR for use in the Advertising Materials and/or displaying in or on the Platforms;

“Ad Tech Service(s)” means the services provided by 3ROCKAR including 3D anamorphic, screen pop-out imaging, magic mirror and WebAR digital assets.

“Agreement” means these Terms & Conditions and the associated Media Insertion Order;

“Augmented Reality” means the augmented reality digital technology service to be displayed on the Platforms;

“WebAR” means web augmented reality digital technology service to be displayed on the Platforms;

“Campaign Period” means the campaign period listed on a Media Insertion (if applicable) during which the Advertising Material will be placed on one or more Platforms;

“Client” means the Advertiser and/or its media / advertising agency as set out in the Media Insertion Order;

“Client Trade Marks” means the name of the Advertiser and any other trademarks incorporated in the Advertising Copy and/or Advertising Material;

“Event” means the project in terms of the location and installation location as specified on a Media Insertion Order;

“Force Majeure” means an event or sequence of events beyond a party’s reasonable control preventing or delaying it from performing its obligations under this Agreement including without limitation strikes, lock-outs, labour disputes, acts of God, natural disasters, war, riots, civil commotion, malicious damage, imposition of sanctions, embargo, law, governmental order, rule, regulation or direction, accident, fire, explosion, building collapse, flood, drought, storm, pandemic or epidemic, nuclear or chemical or biological contamination, terrorism.

“GDPR” has the meaning given to it in section 3(10) of the Data Protection Act 2018 (as supplemented by section 205(4));

“Magic Mirror” means the magic mirror digital technology service to be displayed on the Platforms;

“Media Insertion Order or MIO” means (i) a media insertion order which sets out the details of a booking to place Advertising Material on Platform(s);

“Personal Data” has the meaning given in the GDPR;



“**Platform(s)**” means the relevant 3ROCKAR or Client platforms and (where applicable) selected Third Party Platforms;

“**Production Sheet**” means the production sheet provided to Client by 3ROCKAR;

“**Production Specifications**” means production specifications as specified on the Production Sheet;

“**Third Party Platform**” means a digital platform owned and operated by a third party;

“**User**” means any person who accesses or otherwise engages with a Platform;

“**User Data**” means Personal Data collected from end-users of Platforms (whether through the use of cookies, web beacons or any other technology); and

“**3ROCKAR**” means 3ROCKAR Limited (company number 08566011), whose registered office is 20-22 Wenlock Road London N1 7GU United Kingdom and its successors in title or assigns.

2. Supply of Material

2.1 All Advertising Copy (subject to any other terms in the Media Insertion Order) are to be supplied to 3ROCKAR at the place(s) (carriage paid) by Client within the time period specified in the Media Insertion Order. All Advertising Copy shall be produced and supplied to the 3ROCKAR in accordance with the Production Specifications.

2.2 Upon signature of a Media Insertion Order by Client, 3ROCKAR will undertake production of Advertisement Materials according to the Production Specifications and provide the Advertising Materials as specified on a Media Insertion Order to Client. Client shall use its best efforts to allow 3ROCKAR’s production to take place within the timeframes set out in the Media Insertion Order.

2.3 Should Client fail to deliver or part deliver the Advertising Copy to 3ROCKAR in time for the Campaign Period or go live date as specified on the Media Insertion Order (if applicable) or Client is not able to display the Advertisement Material on the Platforms, Client shall, nonetheless, be liable to pay the fees as set out in the Media Insertion Order. Delivery of Advertising Copy shall not be deemed to have been made until the relevant posting instructions have been received by 3ROCKAR. All Advertising Copy must be provided by Client at least 10 Business Days before a Campaign Period or go live date, failure to do so may prevent 3ROCKAR from meeting its obligations to display the Ad Tech Services on the Platforms within the timeframes specified.

2.4 All 3ROCKAR concepts, visuals, storyboards and creative ideas used in the creation and production of the Advertising Materials shall remain the property of 3ROCKAR until paid for in full by Client.

3 Acceptance

3.1 Client shall be deemed to have full authority in all matters connected with the placing of a Media Insertion Order and the subject to 3ROCKAR consent, approval or amendment of any Advertising Copy.. A Media Insertion Order accepted by 3ROCKAR shall be for a specified Advertiser and any change to the Advertiser must be agreed by 3ROCKAR in writing.

3.2 Any terms or conditions stipulated verbally or in any other format by Client shall be void insofar as they are (i) not approved by 3ROCKAR in writing; and/or (ii) are in conflict with the Agreement.

4. Fees



4.1 The Client shall pay all fees and charges in advance unless otherwise stated on a Media Insertion Order.

4.2 In respect of any Ad Tech Services for which payment is not made by the due date, the Client agrees to pay 3ROCKAR interest on the amount overdue at the rate of 3% above the Bank of England base rate per month (or the maximum amount permitted by law if less) accruing from the due date.

5. Warranties

5.1 Client warrants and undertakes to 3ROCKAR that:

(i) it has the full power and authority to enter into and perform this Agreement;

(ii) where a media and/or advertising agency is acting for Advertiser, it is authorised by the Advertiser to place the advertisement with 3ROCKAR, that it is entering into this Agreement with 3ROCKAR as a Client and that it will indemnify 3ROCKAR against any claim made against 3ROCKAR arising from the publication of the Advertising Material;

(iii) the reproduction of the Advertising Copy and/or Advertising Material on the Platforms shall not infringe any copyright, trade mark, right of privacy, right of publicity or personality or any other right of any nature of any third party;

(iv) where any Advertising Copy and/or Advertising Material contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the Client has obtained the authority of such living person to make use of such name, representation and/or copy;

(v) in relation to any investment advertisement, the Advertising Copy and/or Advertising Material has been approved by a person authorised under the relevant legislation;

(vi) there are and shall be no claims, demands, liens, encumbrances or rights of any kind in any of the Advertising Copy which can or will impair or interfere with the rights or obligations of 3ROCKAR;

(vii) comply with all relevant laws, regulations and advertising codes (e.g. The UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing) and any other standards communicated to Client by 3ROCKAR from time to time;

(viii) do not contain any material that is misleading, deceptive, obscene, blasphemous, defamatory, infringing of any rights of any third party or is otherwise legally actionable under any civil or criminal laws in force in any jurisdiction from which the Advertising Copy will be accessible;

(iv) do not contain and will not distribute any viruses, spyware, malware or other malicious or destructive code; and

(v) do not contain any material which might bring 3ROCKAR, its products or partners into disrepute.

5.2 In relation to Advertising Copy and/or Advertising Material which includes: (i) a competition, prize draw, discounted offer or other form of sales promotion; and (ii) both Client Trade Marks (a "Promotion"), the Client warrants and undertakes to 3ROCKAR that:

(i) such goods and services will comply with any specification or description agreed between 3ROCKAR and the Client;

(ii) such goods and services will be supplied with reasonable care and skill and in accordance with best industry standards,



(iii) such goods and services will comply with all applicable laws, regulations and guidelines both in their supply and manufacture,

(iv) such goods will be delivered and such services will be performed in a timely fashion, in the quantities, at the time(s) and location(s) set out in the Media Insertion Order or as otherwise agreed by 3ROCKAR and the Client;

6. Liability

6.1 The Client agrees to defend, indemnify and hold harmless 3ROCKAR and its officers, directors, agents, affiliates and employees, at all times against all claims, proceedings, demands, damages, liabilities and costs (including reasonable legal fees) arising in connection with: (i) a breach of this Agreement by the Client; (ii) the content of any Advertising Copy; (iii) a contaminated file, virus, worm, or Trojan horse originating from the Client or Advertiser; and (iv) any transaction entered into by the Client and a User.

6.2 Save for any liability that cannot be limited by law, 3ROCKAR's liability to the Client will be limited to the amount of the fees due under the Media Insertion Order and 3ROCKAR shall have no liability to the Client for any indirect losses or consequential losses.

6.3 Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence of that party or for any other liability which cannot be limited by law.

7. Intellectual Property Rights

7.1 The Client warrants and undertakes that it is and shall remain the owner (or expressly authorised by the owner), of all intellectual property rights in the Advertising Copy and the Client Trade Marks.

7.2 The Client hereby grants 3ROCKAR a non-exclusive licence to use the Advertising Copy and to publish the Advertising Copy and/or Advertising Materials (as applicable) on the Platforms as agreed in a Media Insertion Order.

7.3 Where any third party claims that any Advertising Copy and/or Advertising Material infringes the intellectual property rights of a third party: (i) the Client shall notify 3ROCKAR immediately; and (ii) 3ROCKAR may modify the Advertising Material or delete or replace any part of the Advertising Material, or information contained in the Advertising Material in accordance with Clause 7.

8. Confidentiality and Data

8.1 Each party agrees to keep confidential the terms of this Agreement and all other information concerning the business or affairs of the other party. This obligation will not apply in the case of any disclosure required by law, or information which is already publicly available or in the possession of a party at the time of disclosure by the other (other than as a result of a breach of any confidentiality obligation).

8.2 Client agrees that it will not make any disclosure or public statement concerning the subject matter of this Agreement without 3ROCKAR's prior written approval.

8.3 Each party will comply with all applicable data protection legislation, including the GDPR.

8.4 Client will not collect or otherwise process any User Data without 3ROCKAR's prior written consent.

8.5 If 3ROCKAR does grant such consent, Client acknowledges and agrees that Client will:

(i) be an independent controller of User Data;



- (ii) stop processing User Data within 7 days of its collection;
- (iii) not use User Data to retarget individuals on other sites;
- (iv) not disclose User Data to any third party, unless it has been anonymised prior to such disclosure;
- (v) not process User Data in a way that is inconsistent with the privacy notice displayed to end-users of our websites from time to time; and
- (vi) not utilise the User Data to create or augment profiles of individuals based on their behaviour.

8.6 Client will ensure that all third parties who Clients work with (directly or indirectly) adhere to these provisions of this clause 8.

9. Termination

9.1 Either party may terminate this Agreement immediately by giving written notice to the other party:

- (i) if the other party commits any material breach of its obligations and/or warranties under this Agreement which, in the case of a breach capable of remedy, is not remedied within 10 days of service of a notice specifying the breach and requiring it to be remedied (3ROCKAR reserves the right to suspend dissemination of the Advertising Material pending its eventual reinstatement upon the breach in question being remedied); or
- (ii) if the other party holds any meeting with or proposes to enter into or has proposed to it any arrangement or composition with its creditors (including any voluntary arrangements as described in the Insolvency Act 1986); has a receiver, administrator, or other encumbrance take possession of or appointed over or has any distress, execution or other process levied or enforced (and not discharged within 7 days) upon the whole or substantially all of its assets; ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of the Insolvency Act 1986.
- (iii) Client shall have the right to terminate any campaign under a Media Insertion Order for convenience upon written notice to 3ROCKAR subject to a 65% termination fee. Notwithstanding, the above, any production fees, or media bookings that have been agreed under a Media Insertion Order shall be paid by Client in full.
- (iv) Any termination of the Media Insertion Order and payment of fees due shall be without prejudice to any other right of action or remedy which the 3ROCKAR may have under the Agreement or at law.

9.2 Following termination of a Media Insertion Order, Client will pay to the 3ROCKAR forthwith all outstanding Fees.

10. Display Obligations

10.1 If the Event and or venue is cancelled or postponed, or if the venue, Ad Tech Service, or Event date(s) become unavailable, due to events outside the reasonable control of 3ROCKAR (including, but not limited to, events of Force Majeure), 3ROCKAR shall use all reasonable efforts to provide an alternative Event or alternatively provide another 3ROCKAR Ad Tech Service to the same Media Insertion Order value (at 3ROCKAR's sole discretion). 3ROCKAR shall not be required to refund any monies paid and any outstanding fees will still be due and payable;

a. WebAR requires a camera, an internet feed and a web browser as a minimum to achieve WebAR. WebAR will work on the majority of devices, WebAR experiences are based upon default device settings and may change from time to time, 3ROCKAR shall use reasonable efforts to create experiences that work within these parameters but are subject to changes from the device manufacturer updates;



b. In the event of any down time due to technical failure on the technology, 3ROCKAR will use its reasonable commercial efforts to resolve any issues as soon as it is reasonably possible. Any lost time during this time will be made up in the form of a pro-rata increase of airtime throughout the activity; and

c. The Client acknowledges and agrees that the airing of audio is at the sole discretion of venue management. 3ROCKAR accepts no liability in relation to the airing of audio including, without limitation, a refusal by venue management to air audio content.

11. Disputes

11.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). In the case of the Advertiser and/or Client are outside of the law of England and Wales jurisdiction in terms of enforcement, the Advertiser and or Client agrees to the jurisdiction of the appointed representative of 3ROCKAR without geographical limits.

12. Notices

12.1 Any notice given under this Agreement may be giving in writing (email to suffice) and may be delivered to the other party or sent by pre-paid post or courier to, the main business of that party (or such other address as may be notified under this Agreement by that party from time to time for this purpose).

13. Publication

13.1. 3ROCKAR may use the Advertising Materials in connection with its own promotion, advertising and publication purposes.

13.2. The maximum number of plays or calls to our WebAR server may not exceed the number of impressions of the 3ROCKAR controlled social media push in the agreement and will be charged at a £5 per thousand click rate thereafter.

14. Assignment

14.1 This Agreement is personal to and for the sole benefit of the Client and the Client shall not assign, transfer, sublicense, sub-distribute, mortgage, charge or in any other way dispose of any of its rights, interests or obligations under this Agreement to any person or organisation. 3ROCKAR shall be entitled to assign or license the whole or any part of its rights under this Agreement to any associated company within 3ROCKAR's group or to a successful in title.

15. General

15.1 Nothing in this Agreement will be deemed to create a partnership or joint venture between the parties.

15.2 No failure or delay by any party in exercising its rights under this Agreement will operate as a waiver of that right nor will any single or partial exercise by either party of any right preclude any further exercise of any other right.

15.3 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not expressly set out in the Agreement.



15.4 Each party agrees that it shall:

(i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”); and

(ii) maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the relevant requirements and will enforce them where appropriate.

15.5 Any variation to the Media Insertion Order must be in writing and agreed by the parties. 3ROCKAR may modify these Terms and Conditions at any time and without liability by posting an updated version on its website.