

## DIGITAL LICENCE

The terms of this Licence form the agreement between the British Board of Film Classification (Company Number 00117289) (“the BBFC”) and a Licensee of the BBFC’s Digital Service (referred to herein as “the Licensee”) and is effective from the date upon which each Licensee is accepted as a Licensee of the BBFC’s Digital Service (“the Effective Date”) subject to termination pursuant to clause 10.

### 1. DEFINITIONS

1.1 In this Licence the following words and expressions shall have the following meanings:

“BBFC’s Digital Service”	The service provided by BBFC in respect of Digital Classifications, and previously known as BBFC.online;
“BBFC’s Servers”	The whole or any part of the BBFC’s servers which are made available for access as part of this Licence;
“BBFC Terms and Conditions”	The BBFC’s Terms and Conditions relating to Video and Digital Submissions and the BBFC’s Digital Service as set out on the BBFC Website from time to time;
“BBFC Website”	The BBFC’s Website at <a href="http://www.bbfc.co.uk">www.bbfc.co.uk</a> , which expression shall include, without limitation, all content, text, images, software, media and other materials on the BBFC Website;
“Classification Category Symbols”	The BBFC’s classification symbols representing the U, PG, 12, 15, 18 and R18 classifications as set out in Schedule 1, to be used in accordance with the requirements set out in Schedule 1;
“Consumer Advice”	The short form classification information issued by the BBFC concerning a Relevant Classified Work;
“Digital Classification”	The classification awarded by the BBFC to an audiovisual work (namely the age ratings U, PG, 12, 15, 18 and R18) for distribution by digital delivery through download, streaming or similar and includes a Digital Only Classification;
“Digital Distribution”	The distribution of Relevant Classified Works by making such Relevant Classified

	Works available for rental, sale, viewing online or downloading only to consumers via the Licensee's Platform in or into the UK for personal and non-commercial use;
<b>"Digital Only Classification"</b>	A Digital Classification where no Video Classification is required.
<b>"Digital Works"</b>	Audiovisual works to be distributed and displayed by digital delivery through download, streaming or similar, and which are not subject to the Video Recording Act 1984;
<b>"EBC"(Electronic Black Card)</b>	The optional electronic audio visual file supplied by the BBFC to the Licensee for placement at the beginning of Relevant Classified Works as agreed with the Licensee with such other requirements for the use of the EBC as may be required by the BBFC;
<b>"ECI" (Extended Classification Information)</b>	The extended classification information on the BBFC Website concerning a Relevant Classified Work;
<b>"Extranet"</b>	That part of the BBFC Website where the Licensee may access the data relating to Relevant Classified Works to enable it to retrieve the Digital Classification and create or download a Classification Category Symbol, the Consumer Advice, the ECI, an EBC, and an Interactive Symbol in respect of a Relevant Classified Work;
<b>"Fees"</b>	The fees pursuant to the BBFC's Digital Service, as set out on the BBFC Website from time to time;
<b>"Group Company"</b>	any company which is the Licensee's holding company or subsidiary, or a subsidiary of that holding company, and for this purpose "holding company" and "subsidiary" shall have the meaning as set out in section 1159 Companies Act 2006;
<b>"Intellectual Property"</b>	Copyright, database rights, patents, design rights, trademarks, service works,

trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in computer software, rights in confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**“Interactive Symbol”**

an image of the appropriate Classification Category Symbol which, if a computer mouse is held over it, produces an image of a mini-certificate ‘white card’ relating to that Relevant Classified Work;

**“Licensed Material”**

The Digital Classification, the Classification Category Symbols, the ECI, the Consumer Advice, the EBC and the Interactive Symbol, in each case including any Marks which are incorporated therein, and such Intellectual Property as resides in these items;

**“Licensee Application Form”**

The Licensee Application Form submitted by the Licensee to the BBFC to apply to become a Licensee of the BBFC’s Digital Service;

**“Licence Period”**

The period from the Effective Date subject to termination under clause 9 of this Licence;

**“Marks”**

Any and all trade marks, certification marks, trade names, service marks, trade dress, logos, URLs, or identifying slogans of the BBFC, whether or not registered, including (without limitation) the letters “BBFC” and the Classification Category Symbols which are the registered trade marks and design marks of the BBFC;

**“Platform”**

The Licensee’s websites or other IP-enabled facilities for digital distribution of Digital Works;

<b>“Practice Guidelines”</b>	Any practice guidelines (including practice guidelines and instructions) issued by the BBFC on its Website or by email in connection with BBFC’s Digital Service and/or this Licence;
<b>“Relevant Classified Work”</b>	Digital Works in respect of which a Digital Classification has been obtained and in relation to which the Licensee has digital distribution rights;
<b>“Rights”</b>	The non-exclusive, non-transferable right for the Licence Period to use the Licensed Materials in connection with a Relevant Classified Work only in accordance with this Licence;
<b>“Video Classification”</b>	A BBFC classification for a Video Work (namely the age ratings U, PG, 12, 15, 18 and R18) issued under the Video Recordings Act 1984;

- 1.2 For the purposes of this Licence references to “audiovisual works” shall have the same meaning as ‘Video Works’ under the Video Recordings Act 1984.

## **2. GRANT OF RIGHTS; RESERVATION OF RIGHTS**

- 2.1 In consideration of the payment of the Fees and of the agreement by the Licensee to abide by the terms of the BBFC Terms and Conditions, this Licence and any Practice Guidelines, the BBFC will, on acceptance by the BBFC of the Licensee as a Licensee of the BBFC’s Digital Service, grant to the Licensee for the Licence Period the Rights for the purposes of Digital Distribution of Relevant Classified Works only. For the avoidance of doubt the Licensee shall not be permitted to grant any rights in respect of the Licensed Materials to third parties.
- 2.2 The Licensee is granted the right to access the Extranet (i) to check the status and progress of the classification of Digital Works for which it has applied for a Digital Classification, (ii) to retrieve the Classification Category Symbol, the Consumer Advice and the ECI in respect of Relevant Classified Works, (iii) to request an optional EBC in respect of a Relevant Classified Work and (iv) to access instructions to enable it to create an optional Interactive Symbol in respect of a Relevant Classified Work.
- 2.3 The Licensee must ensure that, in respect of each Relevant Classified Work which is to be distributed electronically, if the Licensee wishes to make reference to the Digital Classification and/or the BBFC, then the correct Digital Classification is displayed in the form (including colour) of the Classification Category Symbols set out in Schedule 1 (without modification and in accordance with the instructions in Schedule 1) in relation to the Relevant Classified Work concerned.

- 2.4 The Licensee must ensure that the content of the Relevant Classified Work supplied by that Licensee (or on its behalf) to the public is identical to that Relevant Classified Work awarded by the Digital Classification (excepting aspect ratio changes that do not lead to an increase in visible picture).
- 2.5 Nothing contained in this Licence gives the Licensee or any third party any rights in the Intellectual Property or Confidential Information of the BBFC in the Licensed Material or the BBFC Website, and any goodwill derived from the use by the Licensee or any third party of the Licensed Material and the BBFC Website accrues to the BBFC.
- 2.6 The Licensee shall not use (save as expressly permitted by this Licence), register or attempt to register in any jurisdiction, or otherwise appropriate or adopt, any name, mark or logo that is the same as or confusingly similar to any of the Marks. At no time during the term of this Licence or thereafter shall the Licensee attack or challenge any of the Marks.
- 2.7 The BBFC reserves the right at any time to withdraw from or modify the Licensed Material and/or the BBFC Website any component included in it:
  - 2.7.1 if the BBFC no longer retains the right to publish such component;
  - 2.7.2 if at the BBFC's sole discretion the BBFC believes that publication of it would amount to an infringement of Intellectual Property rights, defamation or any other act unlawful in the United Kingdom or elsewhere; or
  - 2.7.3 generally in its sole discretion to be exercised reasonably.

### **3. USAGE RESTRICTIONS**

- 3.1 The Licensee shall not, save as expressly permitted by this Licence or without the express permission of the BBFC:
  - 3.1.1 store transiently or permanently on any medium, transfer, transmit, reproduce, loan or licence to any third party, publish or otherwise exploit, the Licensed Material or any part of the BBFC Website except to the extent necessary to exercise the Rights granted by this Licence;
  - 3.1.2 modify or create derivative works based on the Licensed Materials or any part of the BBFC Website except as permitted by law;
  - 3.1.3 make copies of the Licensed Materials or any part of the BBFC Website except for backup purposes as permitted by law;
  - 3.1.4 make any use, including (without limitation) electronic distribution or dissemination, of the Licensed Material except to the extent necessary to exercise the rights granted under this Licence and only as permitted by this Licence;
  - 3.1.5 make any use of the Licensed Materials and/or the BBFC Website or the making of any reference thereto which in the opinion of the BBFC is misleading or could bring the BBFC into disrepute.
- 3.2 The Licensee shall not:
  - 3.2.1 in any way reproduce the BBFC Website or any part of its contents other

than to the extent permitted by this Licence; or

- 3.2.2 in any way suggest that the BBFC is endorsing any products or services other than its own and save for the BBFC's classification of a Relevant Classified Work; or
- 3.2.3 misrepresent the relationship between the BBFC and the Licensee nor present any other false information about the BBFC; or
- 3.2.4 except as expressly provided in this Licence, use the Marks or the BBFC's name, and/or logos without express written permission from the BBFC; or
- 3.2.5 display or use any link to any part of the BBFC Website; or
- 3.2.6 alter any content of the BBFC Website.

#### **4. DUTIES OF THE BBFC**

- 4.1 The BBFC shall make available to the Licensee the information necessary to access the Licensed Material online on the Extranet.

#### **5. OBLIGATIONS OF THE LICENSEE**

- 5.1 The Licensee shall:
  - 5.1.1 abide, and procure that all of its employees, agents and subcontractors abide, at all times by the BBFC Terms and Conditions and this Licence;
  - 5.1.2 obtain at its cost all telecommunications and other equipment and software (including an Internet browser) to access the Licensed Material from the Extranet. The Licensee accepts that the BBFC has no control over such telecommunication services and that the BBFC shall have no liability to the Licensee for the acts or omissions of providers of telecommunication services or for faults in or failures of their apparatus. In particular the Licensee acknowledges that as with any online/internet interaction or communication there is an inherent risk involved in transmitting and receiving information via the Internet;
  - 5.1.3 only use Licensed Material in respect of Relevant Classified Works;
  - 5.1.4 observe all reasonable instructions communicated by the technical staff of the BBFC when accessing and/or using the Licensed Materials and/or the BBFC Website;
  - 5.1.5 on request and at the BBFC's cost give the BBFC such reasonable assistance as it requires in maintaining the registration of the Marks or in prosecuting any application therefor;
  - 5.1.6 acknowledge that the BBFC shall have conduct of all proceedings relating to the Licensed Materials and the BBFC Website at its own cost, and will give the BBFC all reasonable cooperation in any action, claim or proceedings brought or threatened in respect thereof subject to the BBFC paying all reasonable costs thereby incurred by the Licensee.

- 5.2 The Licensee shall fully indemnify the BBFC for any loss or damage suffered by the BBFC or its group companies for breach of this Licence by the Licensee, or arising from any infringement by the Licensee of any rights of the BBFC, provided that the BBFC will use all reasonable endeavours to mitigate the losses or damages so suffered.

## **6. THE BBFC'S WARRANTIES**

- 6.1 The BBFC warrants that it has European Community trade marks (as a device) for the Classification Category Symbols representing the U, PG, 12, 15, 18 and R18 classifications for use in the European Union in relation to certain services (as set out in the relevant trade mark registrations) but the BBFC gives no other warranty in respect of the use of the Marks, the Licensed Materials or the BBFC Website incorporating any of them in any territory.
- 6.2 The warranty set out in Clause 6.1 is in lieu of all warranties, terms and conditions whether implied by or arising under statute or common law, custom, trade usage or course of dealing between the parties or otherwise, all of which are hereby excluded to the fullest extent permitted by law.
- 6.3 The Licensed Material and the BBFC Website are provided on an 'as is' and 'as available' basis and accordingly the BBFC does not give any warranty express or implied or make any representation:
- 6.3.1 that the Licensed Material or the BBFC Website will be suitable for any particular requirement of the Licensee or any particular use by the Licensee under specific conditions even if such requirement or use or conditions may be known to the BBFC; or
  - 6.3.2 that the Licensed Material or the BBFC Website will operate error-free or without interruption or that, subject to its reasonable endeavours to remedy any errors, any errors will be corrected, and the Licensee acknowledges that the Internet is an uncertain medium; or
  - 6.3.3 that the Licensed Materials or the BBFC Website will be free from hackers or viruses; or
  - 6.3.4 that the Licensed Material or the BBFC Website are complete or accurate or up to date; or
  - 6.3.5 that the BBFC's Servers and/or the BBFC Website have sufficient capacity bandwidth and/or rate of connectivity to be able to deal with all levels or any particular level of demand for access to the BBFC Website.
- 6.4 The BBFC shall have no liability to the Licensee or third parties in respect of the Licensee's or third parties' use of the Licensed Materials and/or information on the BBFC Website.

## **7. LIMITATION OF LIABILITY**

- 7.1 The BBFC's liability to the Licensee and the Licensee's liability to the BBFC shall be limited to exclude altogether liability, howsoever arising, for damage to software, damage to or loss of data, loss of profits or contracts, loss of business

or of anticipated savings, loss of goodwill, loss of reputation and for any other type of special, indirect, incidental or consequential loss or damage.

- 7.2 The BBFC's maximum aggregate liability to the Licensee and the Licensee's maximum aggregate liability to the BBFC in each case in respect of claims based on events in any calendar year arising out of or in connection with this Licence and the BBFC Terms and Conditions whether in contract or tort (including negligence or otherwise) shall not exceed £100,000.
- 7.3 Nothing in this Licence shall operate to exclude or limit the BBFC's or the Licensee's liability for:
  - 7.3.1 death or personal injury caused by its negligence; or
  - 7.3.2 fraud; or
  - 7.3.3 any other liability which cannot be excluded or limited under applicable law.

## **8. FEES**

- 8.1 The Licensee shall pay the Fees as referred to on the BBFC Website as amended from time to time.
- 8.2 The Fees are payable annually in advance. The Fees are invoiced annually with effect from 1 January in each year and Fees will be payable pro rata for any part year.
- 8.3 If any Fees are not paid on the due date for payment, interest shall be payable on the outstanding amount from the due date to the date of actual payment (whether before or after any judgment) at the rate of 3% above the base rate of Barclays Bank Plc from time to time, such simple interest to accrue on a day to day basis.
- 8.4 All Fees are exclusive of VAT and other applicable sales taxes which, if applicable, shall be payable in addition.

## **9. COMPLIANCE AND COMPLIANTS**

- 9.1 Compliance checks may be executed to ensure compliance with the BBFC Terms and Conditions and this Licence, including on receipt of complaints from members of the public.
- 9.2 Issues examined at compliance shall include (without limitation) confirmation that:
  - 9.2.1 Digital Works offered by Licensees are identical to those originally classified by the BBFC;
  - 9.2.2 the Licensed Materials are displayed in accordance with the Terms and Conditions, practice guidelines and the terms of this Licence.
- 9.3 Licensees shall supply to the BBFC free of charge such hardware, passwords, codes, software and access rights as will allow the BBFC to audit fully any Licensee's compliance without notice. If the BBFC is unable to so access any Digital Work with an Online Classification for compliance purposes, at the BBFC's



discretion (such discretion to be exercised reasonably) the Licensee shall cease to have rights to use such Online Classification in accordance with this Licence.

## **10. TERMINATION**

10.1 Either party may terminate this Licence immediately at any time by written notice to the other party if:

10.1.1 that other party commits any material or persistent breach of its obligations under this Licence (including, without limitation, non-payment of Fees) which (if remediable) is not remedied within 14 days after the service of written notice specifying the breach and requiring it to be remedied;

10.1.2 that other party:

- (a) ceases to trade (either in whole, or as to any part or division involved in the performance of this Licence); or
- (b) becomes insolvent or unable to pay its debts within the meaning of the insolvency legislation applicable to that party; or
- (c) compulsorily or voluntarily enters into liquidation (except for the purposes of a bona fide reconstruction or amalgamation and with the prior written approval of the other party);
- (d) has an administrator, receiver or manager appointed over the whole, or substantial part of its undertaking or assets;
- (e) any analogous event occurs in any other jurisdiction;
- (f) ceases or threatens to cease to carry on its business; or

10.1.3 there is a change of the other party's control which, in the opinion of the party, materially affects the ability of the other party to carry out its obligations under this Licence (and for this purpose "control" shall mean the ability to direct the affairs of that party, whether by virtue of the ownership of shares, contract or otherwise).

10.2 If the BBFC terminates this Licence pursuant to clause 10.1 there shall be no refund of the annual Fee .

10.3 The BBFC reserves the right to terminate or suspend this Licence (without refund of the annual fee) if compliance standards are not maintained by the Licensee (see clause 9 (Compliance)). The BBFC may also terminate this Licence (without refund of the annual Fee if in the BBFC's opinion the Licensee's use of the Licensed Material brings the BBFC into disrepute.

10.4 The BBFC may terminate this Licence by giving the Licensee 3 months' notice at any time and the BBFC shall repay to the Licensee a pro rata amount of the annual Fee which relates to the period from termination to the end of the current year.

10.5 The BBFC shall be entitled to terminate the BBFC's Digital Service and each Licence at any time upon giving 3 months' notice to the Licensees.

10.6 A Licensee may terminate this Licence by giving 30 days' written notice to the

BBFC but no refund of the annual Fee shall be payable.

10.7 This Licence shall terminate with immediate effect in respect of a particular Relevant Classified Work upon the Licensee ceasing to have Digital Distribution Rights in respect of that Relevant Classified Work but this Licence shall otherwise continue in respect of any other Relevant Classified Works.

10.8 Upon termination the Licensee will immediately:

10.8.1 delete from its servers all Licensed Materials and Intellectual Property licensed hereby, save as required by law, and destroy any copies of the Licensed Material and the BBFC Website which are in the Licensee's possession or control, and shall certify to the BBFC that this has been done and that no copies in any media have been retained;

10.8.2 cease all access to the BBFC's Servers and/or the BBFC Website by electronic means;

10.8.3 cease to have any right to use the Licensed Material and cease to make available to third parties the whole or any part of the Licensed Material; and

10.8.4 ceases to refer to the BBFC or the BBFC's Digital Service.

## 11. EFFECT OF TERMINATION

11.1 On termination or expiry of this Licence all provisions of this Licence shall cease to have effect, except that any provision which can be reasonably inferred as continuing, or is expressly stated to continue, shall continue in full force and effect.

## 12. FORCE MAJEURE

12.1 The definition in this clause applies in this Licence.

**"Force Majeure Event"** any event arising that is beyond the reasonable control of the affected party (including any industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, civil riot or war).

12.2 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay to perform its obligations under this Licence shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay shall continue. The affected party shall take reasonable steps to mitigate the effect of the Force Majeure Event.

12.3 The parties accept no responsibility for breaches of this Licence occurring as a result of a Force Majeure Event.

### 13. CONFIDENTIALITY

13.1 The definition in this clause applies in this Licence.

**“Confidential Information”**

all information, whether technical or commercial (including all specifications, drawings and designs disclosed in writing, on disc, orally or by inspection of documents or pursuant to discussions between the parties), where the information is:

(a) identified at the time of disclosure as confidential; or

(b) ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure.

13.2 Each party shall protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.

13.3 Confidential Information may be disclosed by the receiving party to its employees, affiliates and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information received.

13.4 The obligations set out in clause 13 shall not apply to Confidential Information which the receiving party can demonstrate:

13.4.1 is or has become publicly known other than through breach of clause 12; or

13.4.2 was in possession of the receiving party prior to disclosure by the other party; or

13.4.3 was received by the receiving party from an independent third party who has full right of disclosure; or

13.4.4 was independently developed by the receiving party; or

13.4.5 was required to be disclosed by a governmental authority, provided that the party subject to such requirement to disclose gives the other prompt written notice of the requirement.

13.5 The obligations of confidentiality in clause 13 shall not be affected by the expiry or termination of this Licence.

13.6 The BBFC shall be entitled to disclose information as is necessary for the efficient operation of the BBFC’s Digital Service, which shall include disclosure to the public of details of all works which have received an Online Classification.

## 14. NOTICES

### 14.1 A notice given under this Licence:

14.1.1 shall be in writing in the English language;

14.1.2 shall be sent for the attention of the person, and to the address, fax number or e-mail address given in clause 14 or such other person, address, fax number or e-mail address as the receiving party may have notified to the other; and

14.1.3 shall be:

- (a) delivered personally; or
- (b) sent by fax or e-mail; or
- (c) sent by pre-paid first class post, recorded delivery or registered post; or
- (d) (if the notice is to be served by post outside the country from which it is sent) sent by registered airmail.

### 14.2 The addresses for the service of notice are:

14.2.1 for the Licensee:

As set out in the Licensee Application Form

14.2.2 for the BBFC:

Address: 3 Soho Square

For the attention of: Chief Digital Officer

Fax number: 020 7440 0291

E-mail: [digital@bbfc.co.uk](mailto:digital@bbfc.co.uk)

### 14.3 A notice is deemed to have been received:

14.3.1 if delivered personally, at the time of delivery; or

14.3.2 in the case of fax or e-mail, at the time of transmission, provided a confirmatory copy is sent by pre-paid first-class post or by personal delivery before the end of the next Business Day; or

14.3.3 in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting; or

14.3.4 in the case of registered airmail, five days from the date of posting; or

14.3.5 if deemed receipt under the previous paragraphs of clause 14.3 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of receipt.

### 14.4 To prove service, it is sufficient to prove that the notice was transmitted by fax to the correct fax number or e-mail address of the relevant party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## **15. ASSIGNMENT**

- 15.1 The Licensee may not assign, transfer, sub-licence or sub-contract any of its rights or obligations under this Licence without the prior written consent of the BBFC. The BBFC may assign, transfer, sub-licence or sub-contract its rights and obligations under this Licence without consent, provided that it gives advance notice to the Licensee.
- 15.2 A Licensee may, subject to the prior written approval (such approval not to be unreasonably withheld) of the BBFC to the identity of the Group Company concerned permit its Group Companies to use rights pursuant to this Licence provided that the Licensee procures due compliance by such Group Company with this Licence and any practice guidelines such that references in this Licence and practice guidelines to “the Licensee” shall be deemed to include reference to such Group Company.
- 15.3 Where any Group Company ceases to be a Group Company such Group Company shall cease to be entitled to the rights afforded above and the Licensee shall procure that such Group Company ceases to so exercise them.

## **16. WAIVER**

- 16.1 Any failure or delay by either party to exercise or enforce any right conferred by this Licence shall not be deemed to be a waiver of such right.

## **17. ENTIRE AGREEMENT**

- 17.1 This Licence and any Practice Guidelines represents the entire agreement between the BBFC and the Licensee concerning the subject matter of this Licence. The terms of this Licence and any Practice Guidelines supersede any prior licence and all prior purchase orders, written terms and conditions, written or verbal representations, advertising or statements relating in any way to the subject matter of this Licence.
- 17.2 The Licensee acknowledges that in agreeing to enter into this Licence it has not relied on any representation, warranty, undertaking, promise or other assurance (whether contractual or otherwise) given by or on behalf of the BBFC except those set out in this Licence and waives all rights and remedies, which, but for this clause might be available to it in respect of such representation, warranty or other assurance, provided that nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

## **18. SEVERABILITY**

- 18.1 If any provision of this Licence is found to be invalid or unenforceable by a court of law of competent jurisdiction, such a finding shall not affect the other provisions of this Licence and all provisions of this Licence unaffected by such a finding shall remain in full force and effect.
- 18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the

parties.

## **19. VARIATIONS**

This Licence may only be varied in writing by means of variation signed in writing by the BBFC. The BBFC reserves the right to make changes to the Licence, by giving the Licensee 6 weeks' notice, such notification to be made on the BBFC Website.

## **20. TIME NOT OF THE ESSENCE**

Time shall not be of the essence in connection with any of the materials or services to be provided by the BBFC pursuant to this Licence, and the BBFC shall not be liable for any delays in the supply of materials or services by it or any losses whatsoever due to such delays, howsoever caused.

## **21. RELATIONSHIP**

Nothing in this Licence shall constitute, or be deemed to constitute, a partnership between the parties nor shall it constitute, or be deemed to constitute, any party as the agent of any other party for any purpose.

## **22. THIRD PARTY RIGHTS**

- 22.1 This Licence is made solely for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person.
- 22.2 The right of the parties to terminate, rescind or agree any amendment, variation, waiver or settlement under this Licence is not subject to the consent of any person who is not a party to this Licence.

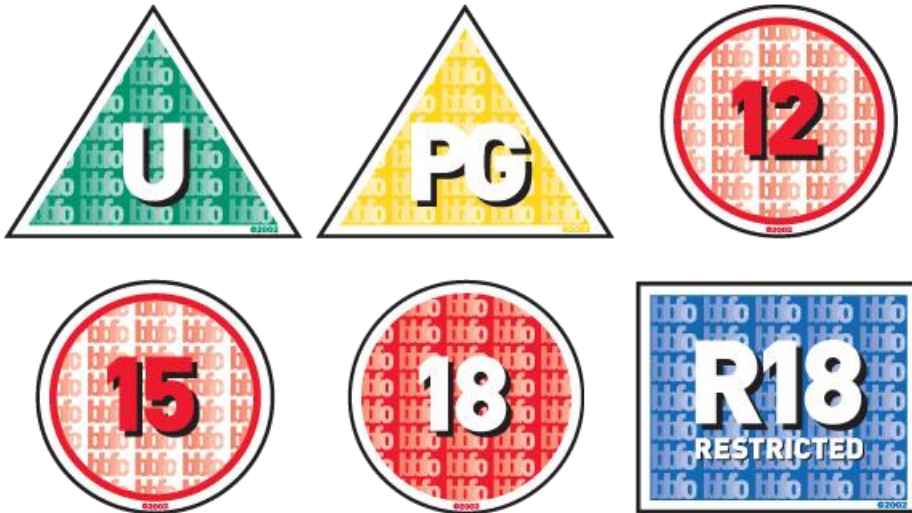
## **23. GOVERNING LAW AND JURISDICTION**

- 23.1 The terms and conditions of this Licence will be governed by and construed in accordance with English law and the parties irrevocably agree that the English courts shall have jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence and the Licensee irrevocably submits to such jurisdiction.
- 23.2 The Licensee irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.
- 23.3 Any Licensee who is not established in England for the purpose of service of proceedings shall appoint, and notify to the BBFC, a person being a partner in a firm of solicitors in England to accept service of all legal process arising out of or connected with this Licence and service on such person (or any substitute subsequently notified to the BBFC) shall be deemed to be service on such Licensee. Except upon such a substitution any such Licensee shall not revoke any

such authority or appointment and shall at all times maintain an agent for service of process in England and if any such agent ceases for any reason to be an agent for this purpose shall forthwith appoint another agent and advise the BBFC accordingly.

## SCHEDULE 1

### Classification Category Symbols



1. The Classification Category Symbols are pictured above for illustrative and identification purposes only.
2. Licensees wishing to use the Classification Category Symbols can obtain the correct image files for screen use at the following location:  
<http://www.bbfc.co.uk/downloads/logos/>
3. Only the versions listed as 'PNG (150px height)' and 'PNG (25px height)' in the section titled 'Category symbols for BBFC Platform Licensees ONLY' should be used.

#### Mandatory instructions for use

4. A Licensee is eligible to use the BBFC's 'U', 'PG', '12', '15', '18' and 'R18' Classification Category Symbols as supplied in a version with a maximum height symbol height of 150px<sup>1</sup>.
5. These images must not be scaled up at all.
6. The supplied images can be proportionally scaled down, but the height of the final image must never be less than 25px.

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<sup>1</sup> The Classification Category Symbols are not equally proportioned so we refer to the maximum height in all documentation (this includes a 1px empty buffer zone at the top and bottom).



### **Amending and editing the images**

7. Any of the empty white space at the side can be trimmed.
8. The BBFC can supply PNG, JPEG or GIF images at the pixel size required if the Licensee is unable to scale down the images effectively.
9. The supplied images cannot be amended in any other way and this includes (but is not limited to):
  - a. distorting the proportions;
  - b. desaturating or recolouring;
  - c. adding drop shadow or outlines.
10. The Licensee should only use Classification Category Symbols supplied directly by the BBFC.
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