

## ADVERTISING TERMS AND CONDITIONS

By purchasing Campaigns from CBC, Advertiser agrees that these terms and conditions (“Terms and Conditions”) apply to the exclusion of all other agreements unless otherwise agreed in writing by CBC.

### 1. DEFINITIONS

- 1.1. **“Ad”** means an advertisement, including without limitation a television commercial and Internet advertising such as an online banner, box advertisement and a pre-roll.
- 1.2. **“Advertiser”** means the person, corporation, other entity and/or Agency whose goods and/or services are broadcast, advertised and/or promoted in connection with the Campaign.
- 1.3. **“Agency”** means Advertiser’s agent, including without limitation the advertising agency representing Advertiser.
- 1.4. **“Agreement”** means, individually and collectively, these Terms and Conditions, the Letter of Agreement (if applicable), and the Order Confirmation (if applicable).
- 1.5. **“Advertiser Property”** means, individually and collectively, the symbols, trademarks, design marks, trade names, corporate names, logos, copyrights and any other intellectual properties, including without limitation, goods and services, and/or Ads owned by Advertiser in connection with Advertiser’s goods and services.
- 1.6. **“Campaign”** means, individually and collectively, Ads, Contests, Public Events, Product Integration, Co-Branded Content, title sponsorships and any other related element that CBC agrees to produce or to co-produce, or to authorize third parties to produce, broadcast, advertise and/or promote on or in connection with its English and/or French services and/or its authorized distribution platforms.
- 1.7. **“CBC Property”** means, individually and collectively, the Campaign (excluding Advertiser Property) and/or the Program and/or other content created by CBC, related symbols, trademarks, design marks, trade names, corporate names, logos, copyrights, URLs, research and any other intellectual properties, including without limitation goods and services, owned or controlled by CBC. CBC Property includes Composite Logos, Co-Branded Content and Ads produced by CBC.
- 1.8. **“Co-Branded Content”** means, individually and collectively, Campaigns and any other related content which incorporates CBC Property together with Advertiser Property.
- 1.9. **“Composite Logo”** means any symbols, trademarks, design marks, trade names, corporate names, logos and any other intellectual properties, incorporating CBC Property and Advertiser Property in connection with a Program and/or Campaign.
- 1.10. **“Contest”** means any contest, game or lottery that may involve participation by any third parties and may involve providing a prize.
- 1.11. **“Contra”** means a barter or exchange of goods and/or services.

- 1.12. **“Letter of Agreement”** means the agreement between CBC and Advertiser and/or Agency confirming the business details of the applicable Campaign.
- 1.13. **“Order Confirmation” (or “Insertion Order”, used interchangeably)** means the document presented to Advertiser upon receipt of a request by Advertiser confirming the business details of the applicable Campaign.
- 1.14. **“Product Integration”** means, individually and collectively, the incorporation of Advertiser Property into a Program on or in connection with CBC’s English and/or French services and/or CBC’s authorized distribution platforms.
- 1.15. **“Program”** means the television and/or online program relating to the applicable Campaign.
- 1.16. **“Public Event”** means any event that some or any members of the public are permitted to attend, all related events and activities, media access, collection and dissemination of all information, production and broadcast, as organized by CBC in its sole discretion or in partnership with a third party.
- 1.17. **“Program Producer”** means a third party producer of a Program.
- 1.18. **“Program Producer Property”** means, individually and collectively, the symbols, trademarks, design marks, trade names, corporate names, logos, copyrights and any other intellectual properties, including without limitation, goods and services, and/or Ads owned by Program Producer.

## **2. PAYMENT**

- 2.1. CBC will invoice Advertiser on a monthly basis.
- 2.2. Advertiser 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 Advertiser fails to pay any invoice within 30 days, CBC may terminate the Agreement without prejudice to any claims that CBC may have against Advertiser. If CBC terminates the Agreement pursuant to this section, Advertiser will pay, and CBC will be entitled to recover as liquidated damages, the total of all amounts due and to become due pursuant to the Agreement.

## **3. ADS**

- 3.1. Advertiser hereby authorizes CBC to use and to authorize the use of Ads owned or supplied by Advertiser and further detailed in the Letter of Agreement and/or Order Confirmation.
- 3.2. Advertiser will submit all Ads and scheduling instructions to CBC not later than one week before the anticipated broadcast date. Failure by Advertiser to submit any Ad by the deadline will relieve CBC from any obligation with respect to such Ad but will not relieve Advertiser from its obligation to pay the amounts under the Agreement.

- 3.3. If CBC informs Advertiser that an Ad is not approved in accordance with this Agreement, Advertiser will submit a substitute Ad by the deadline indicated by CBC.
- 3.4. For Ads involving Internet advertising, the standard Interactive Advertising Bureau (IAB) of Canada Terms and Conditions available at <http://iabcanada.com/files/IAB-Canada-Terms-Conditions-2013.pdf> apply to this Agreement, except as follows:
- 3.4.1 Section I, CPA Deliverables and definition: deleted.
- 3.4.2 Section II, paragraph a, subsection e: deleted.
- 3.4.3 Section III, paragraph a: deleted and replaced with: "Compliance with IO. Media Company will comply with the IO, including all Ad placement restrictions, and will create a reasonably balanced delivery schedule. Media Company will provide, within the scope of the IO, an Ad to the Site specified on the IO when such Site is visited by an Internet user. Any exceptions to this will be approved by the Advertiser or Agency, as applicable, in writing, such approval not to be unreasonably withheld or delayed."
- 3.4.4 Section IV: deleted.
- 3.4.5 Section V, paragraph a and c: deleted.
- 3.4.6 Section VII: deleted.
- 3.4.7 Section IX: deleted.
- 3.4.8 Section X, paragraph c: deleted and replaced with: "On receipt of Advertising Materials provided by Advertiser or Agency, as applicable, Media Company will use commercially reasonable efforts to notify Advertiser or Agency, as applicable, of non-compliance with Specifications Policy, and will notify Advertiser or Agency, as applicable, of any changes required as a result of testing. Advertising Materials that require adjustments are still subject to all late Creative timelines and provisions."
- 3.4.9 Section XI: deleted.
- 3.4.10 Section XII: deleted.
- 3.4.11 Section XIII: deleted.
- 3.4.12 Section XIV, paragraph a: deleted and replaced with: "Media Company will track delivery through its own ad server and billing for campaigns will be based off of Media Company's ad server numbers unless the Media Company expressly agrees in writing to bill off of Agency's Third Party Ad Server numbers in the IO. Agency may also wish to track delivery through its proprietary or subcontracted Third Party Ad Server whose identity is set forth in the IO. Agency must disclose all Third Party Ad Servers being used by it for the campaign. Agency may not substitute the Third Party Ad Server specified in the IO without Media Company's consent. Agency and Media Company agree to give reciprocal access to relevant and non-proprietary statistics from both Media Company's ad server and Third Party Ad Server, as applicable, or if such is not available, provide reports on a mutually agreed upon schedule for the Campaign. If the access provided to Media

Company is derived or not working, or if Agency fails to deliver the reports required above, Media Company may choose to bill off of its ad server or cancel the campaign with no penalty to Media Company or its partners. In the event that the Media Company's ad server measurements are higher or lower than those produced by the Agency's Third Party Ad Server by more than 10% over the invoice period, Agency will facilitate a reconciliation effort between Media Company and Third Party Ad Server. If the discrepancy cannot be resolved by both parties and Agency has made a good faith effort to facilitate the reconciliation effort, the Advertiser's or Agency's Third Party Ad Server measurement will be used with a maximum adjustment of 10%. (NOTE: Discrepancies may be increased with the use of data verification companies; ensure this is understood by all parties upon drafting the IO.) The 10% discrepancy is applicable to each individual line item in the IO. All tags should correspond back to the line items in the IO. Section XIV, paragraph d: Replace all references to "72 hours" and "24 hours" with "2 business days".

3.4.13 Section XV: deleted.

#### **4. MAKEGOODS**

- 4.1. Unless otherwise indicated in the Order Confirmation or Letter of Agreement, the audience guarantees for Ads on television are 90%. If less than a guaranteed amount is achieved, compensation will be provided through additional media weight in a schedule to be negotiated in good faith. The audience measurements used for the purposes of this guarantee will be in accordance with accepted industry standard practices or as indicated in the Order Confirmation or Letter of Agreement.
- 4.2. In the event that CBC does not deliver a material element of a Campaign set out in the Order Confirmation or Letter of Agreement, CBC will make good on such failure by delivering a comparable substitution for such material element in its sole discretion. If a makegood is not possible, and provided that the non-delivery was not caused by an act or default of Advertiser, CBC will credit Advertiser's account for the applicable material element of a Campaign which will be Advertiser's sole remedy.

#### **5. PRODUCTION**

- 5.1. Unless stated otherwise in the Letter of Agreement and/or Order Confirmation, any Campaign or content produced by CBC will become CBC Property and Advertiser may not use the Ad or content on any third Party platform, including without limitation Advertiser's platforms. Notwithstanding the foregoing, Advertiser will remain responsible for compliance with section 12.1.
- 5.2. For Campaigns produced solely by CBC, CBC represents and warrants that for the duration of the Campaign and for the Territory and platforms specified in the Letter of Agreement, it will have obtained all applicable permissions and/or clearances required by law for all content excluding Advertiser Property or will have notified Advertiser that such permissions and/or clearances need to be obtained.

- 5.3. For Campaigns produced by Advertiser, Program Producer, or any other third party, Advertiser will have obtained all applicable permissions and/or clearances required by law and will have entered into all necessary agreements.

## **6. CONTESTS**

- 6.1. If the Campaign includes a Contest, this section applies.
- 6.2. CBC will run and control the Contest and the related Campaign. CBC will prepare and administer all aspects of the Contest, including without limitation, drafting the Contest rules and releases, and Contest fulfillment (e.g. prizing).
- 6.3. As CBC is a federal Crown corporation, its Contests are national in scope and all Canadian residents will be eligible to enter. CBC is not subject to the jurisdiction of the Régie des alcools, des courses et des jeux (Régie) in Québec for Contests relating to CBC programming, and will not register any Contest with the Régie. Advertiser represents and warrants that it will not register the Contest with the Régie or any other person or entity.

## **7. PRODUCT INTEGRATION**

- 7.1. If the Campaign includes Product Integration, this section applies.
- 7.2. The details of the Product Integration will be developed by CBC (and if applicable the Program Producer of the Program). Industry best practices and any applicable CRTC guidelines will guide Product Integration. CBC will provide Advertiser with the applicable Program script or integration concept description to review prior to filming. CBC will retain final approval on all Product Integration. Advertiser will be responsible for providing the applicable Advertiser Property for Product Integration. At CBC's option, Advertiser and CBC (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 will also contain such other terms and conditions, representations, warranties, indemnities, limitations of liability and termination rights as are customary in agreements of this nature.
- 7.3. Notwithstanding anything to the contrary, CBC (or the Program Producer if applicable) is under no obligation to exploit the Product Integration. For the avoidance of doubt, if CBC (or the Program Producer if applicable) does not believe that Product Integration is feasible or appropriate for the applicable Program, CBC (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 element of the Product Integration, unless such cancellation is the direct result of the failure of Advertiser to provide Advertiser Property or approvals in a timely manner. CBC, acting reasonably, will determine the value of the applicable element of the Product Integration in question. 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.

## **8. PUBLIC EVENT**

- 8.1. If the Campaign includes a Public Event, this section applies.
- 8.2. CBC will control all aspects of the Public Event in its sole discretion. The Public Event will be subject to CBC rules and policies.
- 8.3. Advertiser will pay for and maintain the following insurance coverages including applicable deductibles in connection with the Public Event:
  - 8.3.1 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, in a minimum amount of \$5,000,000 combined single limit; and
  - 8.3.2 automobile liability insurance, including bodily injury and property damage, in a minimum amount of \$2,000,000 combined single limit.
- 8.4. Such certificates and policies will:
  - 8.4.1 be proved by insurers having current A.M. best ratings of no less than A-VII;
  - 8.4.2 remain in full force and effect during the Campaign and until all applicable statutes of limitations have expired;
  - 8.4.3 include each of the other Parties and their respective affiliates, owners, directors, governors, officers, partners, partnerships, principals, employees, members, agents, successors and assigns as additional insureds;
  - 8.4.4 provide that the insurer waives its rights of recovery against such additional insureds 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).
  - 8.4.5 evidence proof of coverage, and delivery of such to CBC may be required either prior to or following execution of this Agreement.

## **9. CONTRA**

- 9.1. If the Campaign includes contra, this section applies.
- 9.2. Advertiser will provide CBC with the goods and/or services detailed in the Letter of Agreement and in exchange CBC will provide Advertiser with Ad placements detailed in the Letter of Agreement. The full contra value being exchanged will be the amount indicated in the Letter of Agreement.
- 9.3. CBC and Advertiser agree that they will retain, for income tax and GST/HST purposes, material in support of the estimates of values so arrived at between the Parties. CBC 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. Both Parties agree to record their portion of the GST/HST transaction in their accounting records.

## **10. USE OF ADVERTISER PROPERTY**

- 10.1. Advertiser grants to CBC an unlimited, irrevocable, non-exclusive, royalty-free, worldwide, perpetual licence to use Advertiser Property in connection with the Campaign and/or Program.
- 10.2. In the event that a Composite Logo is created in connection with a Campaign, CBC will own all rights, title and interest, including without limitation all intellectual property rights, in connection with the Composite Logo. Advertiser will have the right to approve the Composite Logo, which approval will not be unreasonably withheld. For clarity, CBC may register the Composite Logo, but will disclaim Advertiser Property.
- 10.3. In the event that Co-Branded Content is created in connection with a Campaign, CBC will own all rights, title and interest, including without limitation all intellectual property rights, in connection with the Co-Branded Content excluding Advertiser Property.
- 10.4. 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 (and/or Program Producer if applicable), and Advertiser:
  - 10.4.1 waives all "moral rights" (as defined in the *Canadian Copyright Act*) and all similar rights existing under the applicable laws of any jurisdiction;
  - 10.4.2 waives any right to seek, obtain, or enforce any injunctive or other equitable relief; and
  - 10.4.3 releases CBC (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.
- 10.5. CBC 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.
- 10.6. CBC agrees to solely use Advertiser Property as designated by Advertiser in writing. CBC will not alter, modify, dilute or otherwise misuse Advertiser Property in any manner giving the impression it is the owner of Advertiser Property.

## **11. USE OF CBC PROPERTY**

- 11.1. Where the Parties have agreed that an aspect of the Campaign includes a licence to use CBC Property, this section applies.
- 11.2. Any licence to use CBC Property will be detailed in the Letter of Agreement.

- 11.3. Advertiser acknowledges that all right, title and interest in and to the CBC Property belongs to CBC. Any goodwill associated with the CBC Property will enure exclusively to the benefit of CBC.
- 11.4. Advertiser agrees to solely use the CBC Property as designated by CBC in the Letter of Agreement. Advertiser will not alter, modify, dilute or otherwise misuse the CBC Property in any manner giving the impression it is the owner of the CBC 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 Property.

## **12. GENERAL WARRANTIES & INDEMNITY**

- 12.1. Advertiser warrants that Advertiser Property and all Ads:
  - 12.1.1 will not violate any personal or proprietary right or privilege, including without limitation to rights relating to privacy, defamation or publicity;
  - 12.1.2 will not infringe on any intellectual property rights (copyright, trade-mark, patent or other literary, dramatic or musical right) of any third party;
  - 12.1.3 will not make use of any subliminal technique; and
  - 12.1.4 comply with all statutory and legal requirements and regulations in force from time to time, including applicable industry advertising standards.
- 12.2. Advertiser represents and warrants that it has the right to enter into this Agreement, has all right title and interest necessary to grant the rights and the releases under the Agreement and that it has obtained all permissions and/or clearances required by law.
- 12.3. 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 duly authorized agent of Advertiser and that it has full authority to contract on behalf of and bind Advertiser. Agency and Advertiser acknowledge that they are jointly and severally liable for all obligations in the Agreement including the obligation to make all payments.
- 12.4. Advertiser will indemnify the CBC, 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 Advertiser's Ads or any breach or alleged breach of the Agreement by Advertiser.
- 12.5. 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.
- 12.6. CBC will not be liable for loss of or damage to any materials provided by Advertiser in connection with the Campaign.



### **13. APPROVAL OF CAMPAIGNS**

- 13.1. The form and content of all Campaigns and use of Advertiser Property must be approved and accepted by CBC, which may refuse in its sole discretion to broadcast, advertise and/or promote any Campaign for any reason including without limitation any law, regulation, CBC policy and/or standards technical or otherwise, including without limitation CBC's Advertising Standards and Guidelines. Notwithstanding approval of any Ad pursuant to this section, CBC may refuse to broadcast, advertise and/or promote the Campaign if CBC determines, in its sole discretion, that the Ad is based on some matter of public controversy or debate.
- 13.2. Notwithstanding anything in the Agreement, if CBC 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 will have the right to amend (or if necessary, terminate) the Agreement, in CBC's sole discretion.

### **14. GENERAL**

- 14.1. Advertiser will submit to CBC for prior written approval, all press releases, advertising, sales campaigns and other publicity matters in connection with CBC Property.
- 14.2. CBC may in its sole discretion reschedule, pre-empt or cancel any Program.
- 14.3. Any notice under the Agreement will be given in writing either by personal delivery, by mail, by fax, or by e-mail at the respective addresses of Advertiser and of the CBC. Notice by mail or by fax will be deemed to have been given on the date on which the same would have been received in the ordinary course of transmission. Notice will be given to the Parties at the contact information indicated on the Order Confirmation(s) and/or Letter of Agreement.
- 14.4. Advertiser may not transfer or assign the Agreement or any right conferred by it without CBC's prior written consent. The Agreement will be binding on the Parties' respective successors and permitted assigns.
- 14.5. The Agreement may not be cancelled by Advertiser. If there are any mutually agreed revisions to the Order Confirmation and/or Letter of Agreement, CBC will issue an amended Order Confirmation and/or Letter of Agreement.
- 14.6. Certain Campaigns and related Agreements may be conditional upon approval by CBC's President and Board of Directors. This condition is inserted for the benefit of CBC and may be waived at CBC's sole election.
- 14.7. 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.

- 14.8. 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:
- 14.8.1 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
- 14.8.2 if a Party becomes the subject of any bankruptcy, insolvency or similar proceeding.
- 14.9. All representations, warranties, covenants, indemnities and undertakings given by Advertiser herein will survive the termination or expiry of the Agreement.
- 14.10. 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.
- 14.11. 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.
- 14.12. Notwithstanding the foregoing, CBC reserves the right to unilaterally revise these Terms and Conditions from time to time. CBC 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.
- 14.13. 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.
- 14.14. 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.
- 14.15. CBC is subject to *The Access to Information Act*, R.S. 1985, c. A-1. As a consequence, records held by CBC may be subject to a request for access and may be disclosed if no exclusion or exemption provided for in the Act applies.
- 14.16. The Parties agree to execute all documents and take all action necessary or desirable to give full effect to the provisions of the Agreement.
- 14.17. 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.

- 14.18. 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.
- 14.19. If CBC provides Advertiser with personal information, Advertiser undertakes to treat such personal information in accordance with the CBC privacy policy available at <http://www.cbc.ca/aboutcbc/discover/privacy.html> as amended from time to time. If a complaint is made to CBC about Advertiser’s privacy practices, it will permit the CBC Privacy Officer, during normal business hours, to conduct an audit of the privacy practices of Advertiser in connection with personal information provided to it by CBC. Advertiser agrees to fully cooperate with the CBC Privacy Officer or delegate and to implement improvements recommended by same. Failure to comply with improvements requested by the CBC Privacy Officer will constitute a material breach of this Agreement. CBC will assume the CBC Privacy Officer audit costs. Advertiser agrees that after termination of the Agreement, it will return to CBC all personal information provided to it by CBC or destroy copies of same and provide to CBC 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. Advertiser will retain only such personal information as required by law and will immediately destroy such personal information when retention is no longer required by law.
- 14.20. 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.