

## Royal Mail Group Case Study Incentive Terms

### Background

- (A) Customer insight is very useful to support the Royal Mail Group's future propositions and promotional activity. The Royal Mail Group **Case Study Incentive (the Incentive)** will award Postage Credits to Eligible Customers who post Eligible Items as part of a research and analysis project (**Case Study**) to evaluate certain mail trends on the basis of the Eligible Items posted by you during the Incentive Period.
- (B) We will award Postage Credits after assessing your contribution to the Case Study, and we will determine the Postage Credits that will be allocated to you for your participation in accordance with paragraphs 2.3 and 2.5 below.

**1. Definitions.** Capitalised terms/expressions used in these Incentive Terms will have the meaning given to them in the Framework Terms, if they are not defined elsewhere in these Incentive Terms. The following terms/expressions will have the following meanings:

- 1.1. **Application Form** means an application form in the form available on our Website through which you must apply to participate in this Incentive;
- 1.2. **Case Study Period** means the period starting on the date we accept your Application Form and ending on the date as agreed by us in writing;
- 1.3. **Customer Materials** means any Intellectual Property Rights owned by you and provided to us to use as part of the Case Study Report, including but not limited to, brand name, logo and images of mailing items;
- 1.4. **Eligible Item** means the items noted as '*Eligible Item*' for the Incentive on our Website from time to time;
- 1.5. **Intellectual Property Rights** or **IPR** means patents (including rights in, and/or to, inventions); trade marks, service marks, trade names and business names (in each case including rights in goodwill attached thereto); design rights; rights in and/or to internet domain names and website addresses; semi-conductor topography rights; copyright (including future copyright) and neighbouring rights; database rights; rights in and to confidential information (including know how and trade secrets); and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and (i) any pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England & Wales or in any other jurisdiction; and
- 1.6. **Value Assessment** means an assessment based on a number of objective factors as determined by us acting in our sole discretion, including but not limited to: priority sectors for sales, the opportunity for growth, the likelihood of a measurable response, objectives and KPIs and strategic approach.

**2. Application Process and Limitations:**

- 2.1. To the extent that this paragraph 2 conflicts with clause 2 of the Framework Terms, this paragraph 2 shall prevail.
- 2.2. We will invite certain posting customers to submit an Application Form to participate in the Incentive (**Eligible Customers**). All Eligible Customers who want to participate in the Incentive must submit at least one Application Form by the end of the Application Period.
- 2.3. We will review your submitted Application Form(s) and carry out a Value Assessment to assess your contribution to the Case Study and the total Postage Credits that would be allocated to you for participating in the Case Study on the basis of this contribution (to avoid doubt, any Value Assessment which we produce will be final and not open to challenge by you).
- 2.4. We will notify you of whether we are accepting your Application Form (such acceptance to be at our sole discretion), and we will only accept a maximum of two (2) Application Forms per participant. On acceptance of your Application Form(s), we will notify you of your Postage Credits Entitlement (as defined below).
- 2.5. The maximum amount of Postage Credits that each participant is entitled to under the Incentive is ten thousand pounds (£10,000) per each accepted Application Form (**Postage Credits Entitlement**). The total value of Postage Credits that we will offer to all participants in the Incentive is limited to an aggregate of one hundred thousand pounds (£100,000) (**Incentive Pot**). Applications for the Incentive will be accepted on a "first come, first served basis", such that once the Incentive Pot has been allocated, no new applications will be accepted.
- 2.6. For the avoidance of doubt, each Application Form will be considered separately and we will not be obliged to accept any application for participation.

### 3. Case Study:

- 3.1. You consent that we can use any data that you have provided to us via Dockethub, the Advertising Mail seed log, and/or in the Mailmark database or that we hold in our systems in relation to the Eligible Items for the sole purpose of operating and managing the Incentive.
- 3.2. Each participant in the Incentive must promptly provide such information and assistance as we may require in carrying out each Case Study, including making your lead person on each relevant Case Study available for an interview. If we require any information from you for the purpose of carrying out any relevant Case Study and writing the associated Case Study Report (as defined below), you confirm that any information you provide to us will be complete, accurate and up-to-date.
- 3.3. On completion of each Case Study, we will produce a written summary of our findings (**Case Study Report**) and we will provide you with a copy of such Case Study Report. Within ten (10) Working Days of receiving the Case Study Report from us (**Review Period**), you must:
  - (a) confirm that you agree with the content of the Case Study Report; or
  - (b) that you require changes to be made to the Case Study Report.
- 3.4. If you do not respond to us by the end of the Review Period, it will be deemed that you have agreed with the content of the Case Study Report.
- 3.5. If by the end of the Review Period, you let us know that you require changes to the Case Study Report, we will discuss the proposed changes with you and make such changes to the Case Study Report as required to present the findings in a manner acceptable to both parties. Once we have updated the Case Study Report in accordance with this paragraph 3.5, you will have ten (10) Working Days to consent to the updated content of the Case Study Report (**2<sup>nd</sup> Review Period**). If you still do not agree with the content of the Case Study Report, then we may terminate your participation in the Incentive and take the actions set out in clause 4.11 of the Framework Terms. If you do not respond to us by the end of the 2<sup>nd</sup> Review Period, it will be deemed that you have agreed with the content of the Case Study Report.
- 3.6. You accept and agree that the purpose of the Incentive is to publish our findings on mail trends and therefore you consent to the publication of each Case Study Report for each Case Study that you participated in on our Website, in publications, in presentations and in any other media.
- 3.7. However, you may withdraw your consent under paragraph 3.6 at any point before the publication of the relevant Case Study Report in which case you will lose your right to receive any Postage Credits for your participation in the Case Study associated with that Case Study Report and you shall promptly reimburse to us any Postage Credits already used.
- 3.8. The IPR in each Case Study Report shall vest in and be owned absolutely by us. All Customer Materials are and shall remain your exclusive property. You grant the Royal Mail Group a non-exclusive, royalty-free, non-transferable licence to use the Customer Materials for the purpose of each relevant Case Study and the associated Case Study Report and you agree that this may include publishing any Customer Materials that are incorporated into the relevant Case Study Report on our Website, in publications, in presentations and in any other media. We will take steps to ensure that your contributions to each Case Study and the associated Case Study Report are correctly attributed to you.

4. **Application Period:** Only completed Application Forms we receive before 31 December 2021 will be considered for participation in the Incentive.

5. **Incentive Period:** The Incentive will commence on [22] April 2021 and will continue until the earlier of:

- a) the Incentive Pot being fully allocated; and
- b) 31 December 2021.

6. **Case Study Period:** The Case Study will run for the duration of the Case Study Period.

### 7. Postage Credit Allocation:

- 7.1. On acceptance of your Application Form, we will award you fifty percent (50%) of your Postage Credits Entitlement (with a maximum of five thousand pounds (£5,000) being awarded at that time).
- 7.2. On the publication of the Case Study Report we will award you the remaining fifty percent (50%) of your Postage Credits Entitlement.
- 7.3. The Postage Credits will be provided to you in accordance with clause 4.7 of the Framework Terms.
- 7.4. If:

- a) you do not co-operate with us to finalise each relevant Case Study;
- b) you withdraw your consent to the publication of any of the relevant Case Study Reports; and/or
- c) any of the Case Studies in which you participate is terminated for any reason prior to the end of the Case Study Period,

we shall be entitled to take the actions set out in clause 4.11 of the Framework Terms.

7.5. For the avoidance of doubt, you do not need to complete a Postage Credit Application Form in order to validate your Postage Credits entitlement. clauses 4.1 to 4.4 of the Framework Terms do not apply to this Incentive.

**8. Liability:** In addition to (and without affecting) the Framework Terms, to the maximum extent permitted by law, our liability to you under or in connection with the Incentive will be limited to £10,000.

**9. Warranties:** You warrant and undertake that:

(a) you are the legal and beneficial owner of, or have the right to license on the terms of these Incentive Terms, the Customer Materials, and that neither the Customer Materials nor the use of the Customer Materials by the Royal Mail Group will infringe the Intellectual Property Rights of any third-party; and

(b) all Eligible Items shall comply with all relevant laws and regulations, including but not limited to the CAP Code as endorsed and administered by ASA and from time to time revised by them, and all other relevant codes under the general supervision of CAP and ASA.