



Advertising Terms and Conditions

By placing an order for an Ad Buy (as defined below), the advertiser, sponsor, or contributor of Materials (as defined below), appearance, or logo (collectively, and as applicable, the "Contributor") and its advertising agency or media buying service or other representative, if any ("Agent," and together with Contributor, "Advertiser") hereby agree to the following Advertising Terms and Conditions:

1. **Precedence.** The Insertion Order, agreement, or other contract (the "Agreement") by which BEK Sports Network Inc. (together with its representatives, agents, employees, successors, licensees and assigns, "BEK") creates, displays and broadcasts content or material for Advertiser (the "Ad Buy") is expressly subject to these Advertising Terms and Conditions except to the extent that Advertiser and BEK otherwise agree in writing. As used herein, "broadcast" includes transmission over FCC authorized facilities, as well as transmission, display, or distribution of the Ad Buys by BEK via any other means, whether now known or hereafter devised, including mobile distribution, Internet streaming, and website, including any website hosted by a third party.
2. **Non-Discrimination.** BEK does not discriminate in its contracts, and it will not accept contributions intended to discriminate or to promote discrimination on the basis of race, gender, or ethnicity; Advertiser affirms that nothing in this Advertising Terms and Conditions or the Agreement is intended to discriminate on these bases.
3. **Invoices and Payment.** Any invoice identifying any Ad Buy(s) and their applicable broadcast format(s), date(s) and time(s), when attested to by BEK, shall constitute an affidavit of performance or proof of performance. All invoices furnished by BEK shall be deemed to be correct, absent manifest error. Payment by Advertiser is due within 30 days after Advertiser's receipt of said invoice. If not paid when due, such amount shall bear interest at the maximum amount permitted by law. Advertiser additionally agrees to pay all collection agency fees and expenses, and other costs of collection, including reasonable attorneys' fees and court costs, as well as any taxes imposed on the Ad Buy. If an Agent purchases an Ad Buy on behalf of any Contributor, Agent and such Contributor will be jointly and severally responsible for any costs or expenses associated with such purchase. If any Ad Buy is purchased pursuant to a cooperative advertising arrangement, the Agent will be the agent of the source of the cooperative advertising funds (such source, the "Vendor"), and Vendor, Agent and the Contributor shall be jointly and severally responsible for payment in full of the entire cost of the Ad Buy within the time specified. Payment by Vendor to Agent or Contributor shall not constitute payment to BEK.
4. **Positioning; Scheduling.** BEK is not required to broadcast any Ad Buy purchased for the benefit of any person or entity other than Advertiser. Unless otherwise set forth in the Agreement, the positioning and scheduling of Ad Buys shall be at BEK's discretion. BEK reserves the right to edit, reject or cancel any Ad Buys, space or time reservation, or position commitment at any time. All Ad Buys are at all times subordinate to applicable law and the terms, conditions and restrictions contained, among others, in agreements between BEK and (i) its applicable program suppliers (including networks, leagues, and teams), and (ii) other contributors that contracted for product and/or category exclusivity or other applicable restrictions. BEK may cancel any Ad Buy or portion(s) thereof to broadcast any program that BEK, in its sole discretion, deems to be of public importance or in the public interest. If an Ad Buy is not broadcast pursuant to this paragraph, the parties will negotiate in good faith to agree, as Advertiser's sole remedy, on a satisfactory "make good" to be provided by BEK.
5. **Materials and Logo Release.** BEK may use any and all photographs, music, sound recordings, video clips, articles, writings, memorabilia, logos, marks, insignias, or any other materials provided pursuant to this Agreement or in connection with the Ad Buy, ("Materials"). BEK will not pay for the use of the Materials and will not pay residual or any other type of royalty in connection therewith. BEK may use the Materials, on a royalty-free basis, worldwide, on any BEK-owned website(s), subdomains, and applications as well as the web site(s), subdomains and applications of its assignees and licensees (together, the "Websites"). Advertiser represents and warrants that it is the owner and/or authorized representative of the Materials and that it has the authority to grant BEK the permission and rights herein granted, and that no one else's permission is required. Advertiser waives any claim against BEK for BEK's use of any Materials provided in connection with this Agreement.
6. **Provision of Materials.** Advertiser, at its expense, will provide all Materials (including scheduling instructions) necessary for Ad Buys at least 48 hours in advance of start of the Ad Buy (exclusive of weekends and holidays) and in accordance with BEK's then-current policies and procedures. BEK may dispose of any such Materials 30 days following the end of the Ad Buy, unless Advertiser has made acceptable prepaid return arrangements. BEK will not be responsible for any Materials not properly displayed or that cannot be accessed or viewed because the Materials were not received by BEK in the proper form, in a timely manner, or in an acceptable technical quality for distribution. BEK will not be responsible for typographical errors, incorrect insertions or omissions in the Ad Buy or any Materials related thereto.





7. Ownership and Rights. BEK owns all right, title and interest (including, without limitation, copyright rights) in and to all material and other content that is furnished or produced by BEK hereunder. Advertiser will not reproduce, use, or authorize any reproduction or use of any such material without BEK's prior written consent. BEK owns all right, title and interest in and to any user or usage data or information collected via or related to any of the Ad Buys or BEK's websites. Advertiser has no rights to any such information by virtue of this Agreement. In providing Materials to BEK for broadcast, Advertiser irrevocably grants BEK a non-exclusive, royalty free license to use, distribute, and sublicense such Materials on the station(s), websites, or other platforms owned and/or operated by BEK, as selected by Advertiser, including the right to authorize the distribution of broadcast signals by MVPDs on a simultaneous and non-simultaneous, on-demand basis and for BEK to stream advertising containing such Materials over the Internet and via mobile apps and/or any other technology now known or hereinafter developed. Advertiser represents and warrants that it controls all necessary reproduction, performance and synchronization rights to the Materials and represents that BEK's use of the Materials does not violate any third party's rights.
8. Termination; Disputes. BEK may terminate the Agreement at any time upon notice to Advertiser if Advertiser breaches any provision of these Advertising Terms and Conditions or of the Agreement. Any such termination will not release the Advertiser from its obligation to pay amounts owed hereunder, which will become immediately due. This Agreement is not cancelable by Advertiser, unless otherwise specified on the Insertion Order. Any dispute by Advertiser with any service or invoice provided by BEK shall be reported to BEK in writing within 30 days from the date of invoice relating to the same, time being of the essence (but any such dispute shall not affect Advertiser's obligation to make payment in full within 30 days). Failure to report any such dispute within such time shall constitute a waiver of any claim by Advertiser with respect to such dispute. A waiver by BEK of any term, condition or agreements to be performed by Advertiser or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other term, condition or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless signed by an authorized representative of BEK. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Dakota.
9. Indemnification. Advertiser agrees to indemnify and hold harmless BEK and its officers, directors, shareholders, employees, licensees, agents, and assigns against all claims, liability, causes of action, penalties and damages, including actual and reasonable attorneys' fees and expenses of counsel, resulting from or relating to the use or broadcast of Materials furnished by Advertiser or otherwise incurred in connection with any breach of this Agreement by Advertiser.
10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY. BEK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT ANY AD BUY WILL BE BROADCAST WITHOUT INTERRUPTION OR ERROR. IN NO EVENT WILL BEK BE LIABLE TO ADVERTISER FOR ANY LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY CAUSED BY OR ARISING OUT OF ANY ACTUAL OR ALLEGED BREACH BY BEK OF THIS AGREEMENT, BEK'S HANDLING OF ANY MATERIAL, OR THE MANNER IN WHICH ANY AD BUY IS BROADCAST, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER BEK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF BEK WILL BE LIMITED TO, AT BEK'S DISCRETION, EITHER: (A) THE AMOUNTS PAID TO BEK BY ADVERTISER FOR THE RELEVANT AD BUYS, OR (B) DISTRIBUTION OF THE RELEVANT AD BUY AT A LATER TIME IN A COMPARABLE POSITION OR TIME SLOT (AS APPLICABLE).
11. Political. Ad Buys subject to the FCC's political advertising requirements will be subject to BEK's Political Disclosure Statement ("PDS"). If the PDS conflicts with these Terms and Conditions, the PDS will control.
12. Miscellaneous. Advertiser represents and warrants that the Materials do not and will not violate any law, regulation or ordinance. Advertiser may not assign or transfer any of its rights or obligations. The parties intend this Agreement to be the complete statement of the terms of their agreement. No course of prior dealing or usage of trade shall be relevant to amend or interpret this Agreement. Advertiser will not be entitled to enjoin, restrain, or otherwise interfere with the development, production, distribution or other exploitation of the Ad Buy or the rights granted to BEK herein. Neither party will be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. The warranties, indemnification obligations, limitations of liability and ownership rights set forth herein will survive the termination or expiration of this Agreement.
13. BEK reserves the right to amend these Advertising Terms and Conditions at any time.
14. These Advertising Terms and Conditions shall terminate six (6) years following the date of termination of the Agreement.

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