



**MAY 2023**

# **ITV Interactive Services - Guidelines for Producers**

Applicable in relation to:

ITV1

ITV2

ITV3

ITV4

ITVBe

CiTV

All ITV HD channels

All time-shifted channels

ITVX

itv.com

Mobile

Social Media



## Purpose

ITV sets out below its policy and working procedures, and provides guidelines covering all stages in the preparation and delivery of interactive elements in programming on any platform. Interactive elements may include without limitation competitions, prize draws, votes, charitable appeals, recruitment, polling and user submissions.

All producers of TV programmes and other content for ITV (“**Producers**”) are required to comply with these procedures. These guidelines will be included in the Codes and Guidelines listed in:

- the tripartite commissioning agreement signed between ITV Rights Limited (or any previous or replacement or successor entity), the Producer and ITV Broadcasting Limited (the “**Compliance Licensee**”) in relation to all ITV commissions;
  - the network programme licence; and
  - the digital channels commissioning agreement,
- (each to be defined as a “**Commissioning Agreement**”);

and should also be appended to interactive service provider agreements. Adherence to these guidelines is a contractual requirement. However, nothing in these guidelines will affect the parties’ respective responsibilities and liabilities under the Commissioning Agreement. In the event that there is any conflict between the provisions of these guidelines and the Commissioning Agreement, the Commissioning Agreement will prevail.

ITV will have the right to monitor adherence to these policies and procedures (whether through on-site oversight, spot check or formal audit).

## ITV’s Interactive Principles

ITV’s Interactive Principles underpin all interactive services delivered by ITV regardless of channel or platform. These principles should be foremost in the considerations of everyone involved in the delivery of interactive elements in programming and should underpin all decision-making. ITV requires:

### **Honesty and integrity:**

To act honestly at all times, and with integrity and consistency.

### **Transparency, accuracy and fairness:**

To offer transparency to the viewer of cost and process, including processing of personal data;

To be accurate in compiling and reporting results;

To be fair to our viewers, talent, contestants and to all parties involved in the interactive process.

### **Editorial relevance:**

To provide interactive services which are entertaining and appealing to our viewers and aim to be relevant to the editorial context.



## Interactive Guidelines

Delivering interactive elements of a programme successfully requires teamwork and co-operation between all parties. A description of the different roles within the relevant teams is set out at Annex 1. All interactive services included in programming must have the approval of the ITV Channels' commissioning team as well as the ITV Interactive team and the Compliance Licensee.

All proposed interactivity will form part of the programme commissioning sign-off process and should therefore be discussed and agreed at the same time as the overall programme commission. Any subsequent changes will also need to be agreed.

The criteria which ITV will use to assess the suitability of an interactive idea will include:

- 1 Legal and regulatory considerations;
- 2 Editorial relevance (considerations may include without limitation integration into the programme, format of the interactivity and nature of any prize);
- 3 Operational viability and level of technical support required;
- 4 The slot and intended audience;
- 5 Commercial considerations;
- 6 Programme sponsor considerations where relevant;
- 7 The proposed prize and source;
- 8 Cross platform opportunities.

ITV Interactive will prepare an interactive specification document (the "**Interactive Commissioning Specification**") for all significant interactive elements of a programme. The Interactive Commissioning Specification will define for example:

- Transmission details and key dates;
- Overview of the proposed interactive mechanics including understanding of the running order, timing and schedule;
- Price points for all mechanics (the standard pricing model is set out in the Cost of Interaction section below);
- Loyalty mechanic (if applicable);
- Selection process for votes and competitions/prize draws;
- Programme sponsor details;
- Promotion and marketing requirements e.g. end credit promotions or airtime promotions;
- Commercial proposition;
- Build requirements;
- Risk analysis summary;
- Contact list.

Please be aware that excluding people from interactive services on the basis of age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; or sexual orientation may amount to discrimination under the Equality Act 2010. Please also bear in mind that entry methods and mechanics should be accessible. If in doubt, please consult ITV Interactive Legal team, Data Privacy Team and Compliance Licensee to ensure that the interactive service is compliant.

### Data Protection

ITV takes the protection of personal data seriously and expects our producers and interactivity providers to do the same. Our minimum requirement is for all of ITV's interactivity to be compliant with data protection laws. See Annex 5.

The following guidelines may also be helpful:

- Industry standard Producer's Data Protection Guidelines; and
- Data Protection Guidelines: Production Crew General Notes.



## Third Party Verification

All Broadcasters are required by Ofcom to employ third party verification for all premium rate services including votes and competitions/prize draws broadcast on its channels. Producers and any of their service providers must allow access and give all reasonable assistance to any third party verifiers as appointed by the Broadcasters.

### Service providers

Where third party service providers are engaged to support the delivery of interactive services (always subject to ITV Rights' approval of the service provider) these relationships must be supported by formal contractual agreements between the Producer and such service providers.

- The role and remit of the service providers must be transparent to ITV and must be agreed at the commissioning stage. Due diligence of the service provider chosen by the Producer may be carried out by ITV.
- Contractual agreements with service providers must be in place well in advance of the transmission and approved by ITV.
- These agreements must incorporate these interactive guidelines and define the level of service and the service delivery requirements including prompt reporting of data to ITV.
- ITV will require oversight of the service provider's operations during live events through an on-site or off-site ITV presence.
- If the service is provided by Interactive Telephony Limited, ITV's in-house service provider, the Producer will contract with ITV Consumer Limited to procure such service, and these interactive guidelines will also form part of the agreement.

### Cost of Interaction

ITV requires consistency across its programming in the cost to viewers of the most regular interactive features, i.e. competitions, prize draws and voting.

Unless otherwise approved by ITV, all paid-for interactive services must therefore employ a standard pricing model. This model will apply to all interactive services until further notice:

- The charge levied for entry to premium rate competitions or prize draws will be stated on air as either "£1.00", "£1.50" or "£2.00";
- The charge levied for entry to premium rate votes run via '09' and mobile short dial codes will be stated on air as "35p";
- The charge levied for entry to premium rate votes run via '09' and mobile short dial codes with a charity donation will be stated on air as "50p".

The pricing of other interactive activities including, but not limited to, polls, comment lines and recruitment trawls will be as advised by ITV.

Where complete transparency of transaction costs is not possible (e.g. where the costs of network operators vary), viewers must always be made aware that additional costs may be incurred in a transaction through on-screen graphics and scripts, e.g. *"Calls cost X plus your network access charge."*

Calls to action in a programme should generally state the key cost information in script and graphic. Recaps and montages in voting shows may state the call costs in graphic only.

### Charity

Where a component of the entry cost will go to charity, this must be approved by the Compliance Licensee, the ITV Commissioners and ITV Interactive.

#### a) Charitable events



These are programmes organised to support a specific charity event where various parties are donating their time/profits to a nominated cause. In these instances ITV would consider donating all net interactive revenues generated through the programme to charity. In each case, any associated costs must be recovered from revenues before a donation is made.

**b) Programmes with a key charitable element**

These are programmes where charity is seen to be a fundamental editorial element of the programme, and likely to be a key reason that celebrities/contestants have agreed to take part. On agreement in advance, ITV would consider donating a proportion of vote revenues to charity. This will normally be 15p on a 50p vote.

**c) Programmes with no (or minimal) charitable element**

These are programmes where charity is not considered a key editorial element. In these cases there would be no donation to charity. In some exceptional cases, a fixed or capped payment to charity may be agreed in advance by ITV.

In all cases, the charitable beneficiary must be made clear to viewers, having regard to Ofcom's rules on undue prominence. If there are a number of charitable beneficiaries, the identity of the beneficiaries should be made clear during the programme but within calls to action presenters should refer viewers to [itv.com](http://itv.com) (and [stv.tv](http://stv.tv) as applicable) for details, which should be posted before calls to action commence. The amount of the entry or vote cost being donated to charity should be stated in scripts, on-screen graphics and in the terms and conditions. Please note that all charitable beneficiaries of premium rate services must be registered with Phone-paid Services Authority.

## **Children**

Where interactive services may be aimed at or attractive to children, please see the Guidelines for Interactivity Involving Children attached at Annex 4.

## **Production On Screen**

All programmes broadcast on ITV channels that include interactivity will have an ITV Interactive Producer assigned to oversee the set up and integration of the project and work with the Producer and the Compliance Licensee.

It is the responsibility of the Producer to ensure that Compliance Licensee approval is obtained. Notification of this approval should be forwarded by the Producer to the ITV Interactive Producer in a timely manner before transmission. In addition, the Interactive Producer will require that Compliance Approval Forms are completed and signed by the Compliance Licensee for each interactive event before transmission or on the day of a live event if review of the live event is required for final sign-off.

## **Talent**

The Producer must ensure that presenters stick strictly to the complied script where this supports an interactive component. Presenters and judges must not misinform or mislead viewers, and should seek to treat all contestants fairly.

Presenters and other talent appearing on a programme should be reminded that the correct answer to a competition question should never be given within the editorial content of the programme by anyone, prior to the closing of the competition. This should be considered in the choice of questions for longer running competitions or a prize draw mechanic may be deemed more suitable.



Please note that contestants and/or presenters of interactive programmes should not appear in adverts in the advertising breaks in or adjacent to the interactive programme under the following circumstances:

- If the advert is either explicitly or implicitly supportive of a contestant in a programme where an interactive vote is included; or
- If presenters' impartiality could appear to be undermined by appearing in the advert.

### **Script and Graphics**

Example scripts and graphics are set out in Annex 6 to these Guidelines. Interactive elements will be scripted by the Producer and all scripts relating to interactivity must be agreed with the Compliance Licensee and ITV Interactive. ITV Commissioners should also be kept informed of significant script development.

It is ITV editorial policy to keep on-screen terms and conditions to a necessary minimum consistent with transparency. Producers should consider that multiple entry or voting routes require more on-screen information; the more complicated the prizes, the more likely that significant restrictions may have to be communicated to viewers.

All on-screen scripts and graphics must be approved by the Compliance Licensee. It is the responsibility of the Producer to ensure that this approval is obtained. Notification of this approval should be forwarded to the ITV Interactive Producer in a timely manner before transmission.

In relation to all interactive events the following should be stated verbally:

- The cost of participation (including the amount of any charitable donation if applicable);
- The choice of a free entry route in competitions or prize draws;
- The service mechanic, i.e. when lines close; numbers to call or keywords and short codes and other ways to interact with the competition, draw or vote;
- Significant entry requirements or other restrictions (e.g. age restrictions; if winners need to be contactable at specific times in order to win the prize, if winner selection depends partly on viewers' votes and partly on a panel's choice).

On-screen graphics must provide the following information:

- The cost of participation (including the amount of any charitable donation if applicable). If special offer entry costs are available (e.g. "buy 3 get 3 free"), include the following: *"For special offer entry costs, where applicable, see [itv.com/win](http://itv.com/win)"*;
- The choice of a free entry route in competitions or prize draws;
- The service mechanic i.e. when lines close; numbers to call or keywords and short codes and other ways to interact with the competition, draw or vote;
- For any interactive event with a text mechanic, state that entries received after lines have closed will be invalid;
- Where to find terms and conditions (i.e. [itv.com](http://itv.com) and [stv.tv](http://stv.tv) if applicable);
- A warning where the interactive event is not available on a time-shifted channel and/or on-demand;
- If the prize is time critical, the period for contacting winners should be made clear e.g. "Entrants must be contactable on [insert date of winner selection which must be after close date for all entry routes] and for two days after" or "Entrants must be contactable from 4th to 6th July".
- For competitions or prize draws resolved live in-show, the winner will need to be available for immediate contact during the show and this should be made clear in any promotion;
- How to avoid marketing messages (by text or MMS) if there is an SMS route available;
- Significant entry requirements or other restrictions (e.g. age restrictions; if winner selection depends partly on viewers' votes and partly on a panel's choice).



In relation to pre-recorded programmes where scheduling may be uncertain, scripts should where possible use general terms in terms of opening and closing dates and times, to allow flexibility in scheduling the programmes. For example, in relation to a daily programme which has a weekly prize draw, the graphics should state: “lines close next Monday at 11am” rather than state: “lines close on Monday 17 February at 11am”.

The Producer must ensure that the information in the script matches the information in the on screen graphics and both have been approved by the Compliance Licensee before delivery of programmes to ITV or the commencement of live transmission.

**Note:** Suitable testing of the interactive mechanic must be provided to ITV to satisfy ITV that it is not possible for users to be charged after lines close or the script and graphic will need to state that entries/votes may still be charged before lines have opened and after lines have closed. Please note that if this wording is not present in promotions then calls made by consumers before or after the actual entry or voting period may need to be refunded.

### **Terms & conditions**

All Interactivity must be supported with clear terms and conditions for that specific element.

For competitions and prize draws, the terms and conditions should contain details of:

- the following restrictions:
  - 18+
  - those associated with the promoter of the prize draw are excluded from participating; and
  - any geographical restrictions e.g. UK, Channel Islands & Isle of Man;
- cost of participation for each platform (including the amount of any charitable donation if applicable);
- loyalty mechanic information (if applicable);
- how the competition/draw operates and an indication of any tie-breakers (if applicable);
- any information which is likely to affect a decision to participate, in particular:
  - any restriction on the number of entries or prizes which may be won;
  - an adequate description of prizes including the number of major prizes and details of any restriction on their availability or use;
- when the competition/draw opens and closes;
- how and when winners will be informed including if the prize is time critical or time sensitive (see winner contact section below);
- how winner information may be obtained;
- any criteria for judging entries if selection is other than random;
- any alternative prize that is available if applicable;
- any contingency plans;
- any intended post-event publicity;
- identity of the promoter; and
- any supplementary rules which may apply.

For votes, the terms and conditions should contain details of:

- the following restrictions:
  - any age restrictions applicable to the particular vote;
  - any geographical restrictions e.g. UK, Channel Islands & Isle of Man;
- cost of participation for each platform;
- how the vote operates and an indication of any tie-breakers;
- when the vote opens and closes;
- any contingency plans; and
- any supplementary rules which may apply.

For charity donation appeals, the terms and conditions should contain details of:

- the following restrictions:
  - any age restrictions applicable to the particular appeal;





- any geographical restrictions e.g. UK, Channel Islands & Isle of Man;
- the charity beneficiaries including full charity name and registered charity number for each charity;
- if there is more than charity beneficiary, the proportions in which the institutions are to benefit;
- how much or what proportion goes to the charity/charities;
- the right to refund for donations of £100 or more; and
- any supplementary rules which may apply.

Care must be taken to ensure the terms and conditions reflect the specific mechanics of the competition, draw, vote or other interactive event. The Producer must send a terms and conditions request or draft terms and conditions to ITV Interactive no later than eight (8) working days before transmission of the programme. In practice for most programmes the Interactive Producer will, on behalf of the Producer, draft and send the terms and conditions request after consulting with the Producer. Once terms and conditions have been approved by ITV Interactive and the Compliance Licensee, no changes may be made without the further approval of ITV Interactive and the Compliance Licensee. No service may go live without finalised terms and conditions approved by the ITV Interactive legal advisors having been posted on the applicable tab at [itv.com/terms](http://itv.com/terms) (and [stv.tv](http://stv.tv) if applicable). Once approved, the terms must not be amended without ITV Interactive legal review.

### ***Running order***

All programming that contains interactive components must have a running order agreed prior to broadcast with the relevant Compliance Licensee and ITV Interactive. The running order must define the time required between the last call to action and the lines closing. This must take account of the expected volumes participating and the platforms used. This is necessary to ensure viewers have the greatest chance of interacting and their experience is not frustrated by congested technology platforms. The Producer must adhere to the timings agreed for the running order between the Producer, ITV Interactive and the Compliance Licensee, for example, the time between the last call to action and lines closing, the time between lines closing and the announcement of the result and the spacing of interactive calls to action, i.e. when there is a vote and a competition or prize draw within the same programme.

All changes to the running order must be communicated urgently to the ITV Interactive Producer and the ITV Interactive Operations team so that any potential risks arising from the change can be assessed and mitigated. There will be an agreed cut-off point after which no further changes can be made where they affect the interactive elements. ITV Interactive reserves the right to refuse changes to the running order where they affect interactive elements, and ITV Interactive's decision will be final.

### ***Repeats, catch up and time-shifted channels***

It is important to consider possible repeat broadcasts, time-delayed broadcasts and VOD catch-up services when including any interactivity in programming.

All interactive events have a specific closing date. ITV wishes to ensure that its viewers of time-shifted channels or catch-up services are not misled into thinking that they can interact with an event, when in fact that event has closed. ITV also wants to ensure that viewers cannot be charged for attempting to interact with an event that has closed. Viewers of such repeat broadcasts/time-delayed broadcasts/catch-up services must have clear information when telephone lines are closed and interaction is no longer available.

### ***Repeats***

Where requested by ITV Commissioners, programming containing interactivity should be produced in two versions (one containing the interactive event and a clean version without it). The clean version will be available for programme repeats/VOD catch-up or in the event of a significant problem prior to transmission.





Where ITV Commissioners have not requested a clean version, and the programme is repeated, a strap disclaimer (e.g. “the competition in this programme is closed”, or “Do not call – lines are now closed”) must be added and the correct re-version delivered by the Producer. The strap should obscure telephone numbers.

Producers must therefore work with ITV Interactive and the Compliance Licensee to agree one of the following courses of action:

- Removal of the interactive element and repeat of a “clean” programme;
- Replacing a competition/draw with a new competition/draw where relevant;
- Strapping the competition/draw so that viewers are provided with accurate and clear information on whether interaction is possible.

If an episode is being re-transmitted with a competition or prize draw open for entry, then these Interactive Guidelines apply to the repeat as if it were being aired for the first time.

### ***Catch-up***

Where a programme includes a vote the recommended approach is either to put a clean version (see Repeats section above) on the catch-up service or to include in all interactivity a graphic that viewers watching the interactive event on an on-demand service should not try and interact i.e. “Please do not vote/enter if you are watching on-demand”. This on-demand phrase in the graphics should be more prominent than the rest of the terms and conditions text, although does not need to be as prominent as the phone numbers and contestant names or question.

### ***Time-shifted channel***

Where programmes containing interactive elements are to be broadcast on a time-shifted channel (such as +1), ITV requires the Producer to do the following:

1. Where a programme includes a vote the Producer must indicate in the graphics that viewers watching the interactive event on “+1” should not try and interact i.e. “Please do not vote/enter if you are watching on +1 or on-demand”. This +1 phrase in the graphics should be more prominent than the rest of the terms and conditions text, although does not need to be as prominent as the phone numbers and contestant names or question. The Producer should avoid stating that the interactive event is not available or closed for “+1” viewers as this may not be accurate.
2. In addition, where the interactive event is closed at the time that it is shown on the time-shifted channel the Producer will also need to ensure with the Service Provider that all lines are closed before the time of the time-shifted transmission window so that viewers cannot be charged if they try to interact. Where lines in a programme close and reopen for a different event within the programme, this format will be subject to approval by the Compliance Licensee and the viewers of the time-shifted channel may be asked not to interact (as indicated in paragraph 1).
3. SMS: Please note that SMS entries received outside the relevant window will be considered invalid and entrants cannot be charged. In such circumstances, entrants must be informed that their entry is invalid and if a charge has been incurred, the entrant needs to be informed and receive a refund as quickly as possible and via the original method of payment (where technically possible).
4. Where the interactive event is still open at the time that the programme is shown on the time-shifted channel: the Producer will not need to take any further action. For example, a competition which closes the day after transmission (with the free entry closing 3 working days later) will not require the Producer to change any scripts or graphics, or to strap the



competition, since it is still open and viewers can still interact when they are watching a +1 channel.

5. For non-PRS interactions such as comments lines or polls that resolve within the programme, indicate to viewers the latest time by which interactions need to be received. This should avoid the need for +1 or on-demand warnings.

### ***Promotions of interactive services via off-air platforms***

All promotion of interactive services whether on-air or off-air must comply with all applicable laws and regulations and with these guidelines.

The regulators may consider promotions of interactive services by people connected with the programme as within ITV's or the Producer's control (and hold them responsible for those promotions e.g. if a contestant tweets voting numbers without pricing information). The Producer should make sure that for voting programmes contestants and judges/presenters receive a briefing on interactivity from the Producer and/or Compliance Licensee covering that these participants should not promote voting numbers on social media.

### ***Contingency Planning***

All programmes must develop well in advance of transmission a contingency plan, whether the programme is live or not, to apply in the event that there are technical difficulties or other events outside the Producer's or ITV's control. This plan must be approved by ITV Commissioners, ITV Interactive and the Compliance Licensee, and should be documented (including, where viewers need to be aware of any elements of such contingency plans, within any terms and conditions).

### ***Change control***

All changes to the interactive service require formal approval and sign-off by ITV Interactive and the Compliance Licensee.

Any changes to the interactive mechanic or interactive media (voice files etc) must be tested once the change has taken place and the results circulated to relevant parties promptly.

### ***Competition Format***

Producers should work with the Compliance Licensee and ITV Interactive to make sure that the competition or prize draw format is compliant with all applicable laws and regulations and is accessible to all viewers. Viewers with visual or hearing impairments should have the opportunity to enter competitions or prize draws. Therefore, producers should attempt to cater for all accessibility requirements when formalising the competition format and should try, where possible, to avoid questions which could not be answered by a person with a visual or hearing impairment.

### ***Competition questions and free entry route***

Producers should refer to ITV's Policy on Competition Questions at Annex 3 including the principles which apply to multiple choice questions.

ITV competition or prize draw mechanics require a valid free entry route. Any exceptions must be discussed and agreed in advance with ITV Interactive, the ITV Commissioners and the Compliance Licensee. ITV's policy is that free entry remains open for at least 3 full working days after the last transmitted call to action for the competition/draw in question.

The Producer, ITV Interactive and the Compliance Licensee should agree contingency plans in the event that the free entry becomes unavailable, or that terms and conditions for a competition/prize draw are no longer accessible as itv.com and/or stv.tv (if applicable) is down. This may include preparing scripts for presenters or continuity to inform viewers of the non-availability of the web and keeping the free entry route open for longer than 3 working days.



The promoter of a competition or prize draw shown on air will at all times be an ITV entity and this entity will be named as promoter in the terms and conditions.

### ***Answer Reveal***

If a programme presenter or guest reveals the answer to a live competition question within the programme, whether directly or indirectly, and whether inadvertently or deliberately, this may result in unfairness. The action to be taken will need to be decided on a case-by-case basis as determined by the Compliance Licensee and ITV Interactive in consultation with the Producer.

It is important to do the following immediately whenever such a situation arises:

- Drop all further solicits for that competition within the programme or any other programme that day;
- Flag to: the programme Compliance representative, ITV's Director of Programme Compliance; Director of ITV Interactive; Head of Operations; ITV Interactive and Head of Legal for ITV Interactive.

### ***SMS bounce back***

All SMS bounce back services, especially those incorporating marketing messages, and other SMS messages require the approval of ITV Interactive.

## **Compliance Sign Off**

The Interactive Producer will fill out and share with the Compliance Licensee a Compliance Approval Form. Once the Compliance Licensee has reviewed and approved the format of the interactive event, terms and conditions, graphics, scripts and question (in the case of competitions), the Compliance Licensee will complete the Compliance Approval Form prior to each interactive event being transmitted.

## **Operations**

### ***Testing***

Three distinct types of testing must be performed on every interactive service. These are:

#### **a) Pre-event testing**

- All interactive platforms (PRTS, SMS, web and any other platforms) must be fully tested prior to an interactive event being broadcast or transmitted to the public.
- ITV Interactive will put through test entries or votes on each applicable platform and check that those entries or votes have been recorded and can be reconciled.
- No service may be transmitted to the public without ITV Interactive's approval that the pre-event tests have been successfully completed.
- If the intention is not to include a reference to the fact that entries/votes may still be charged before lines have opened and after lines have closed in the script and graphic then pre-event testing must include testing to show that users who call the lines when lines are closed cannot be charged. ITV Interactive should carry out tests against a variety of network operators.

#### **b) Live testing**

- ITV Interactive (and if requested by ITV Interactive, any technology suppliers and Producers) will perform indicative testing of each interactive event using all available entry platforms to confirm the correct operation of these entry methods once the service is live to the public. Each interactive event will be tested (i) as soon as the



interactive event opens; and (ii) each Monday, Wednesday and Friday during the period the interactive event is live.

c) **Close testing**

- When each interactive event closes ITV Interactive will test all interactive platforms (PRTS, SMS, web and any other platforms) to ensure the interactive event is no longer available to the public.

The conduct and results of any and all tests conducted must be documented and retained for auditing purposes by the Producer or the service provider for at least two years from the date of transmission, and copies sent to ITV Interactive promptly.

***Live management***

The following processes need to be followed during a live interactive event:

- The opening and closing of all interactivity will be overseen by ITV Interactive in line with the agreed running order. Once the vote or competition or prize draw has closed, lines should be set to 'closed' immediately;
- The Producer will provide access and such facilities and equipment as reasonably requested to ITV Interactive and to the Compliance Licensee who will have the right to have on-site presence for all live interactive events;
- Before being announced the results of the vote or other live interactive event will need to be validated by Interactive Operations. The lines of referral/escalation indicated in Annex 2 to these guidelines will apply to all live interactive events;
- All personnel using vote aggregator and any other systems used for interactivity during a live interactive event must be fully trained in the operation of those systems, and fully aware of the applicable terms and conditions for that interactive event;
- No decision will be made in relation to the operation of any elements of the interactive event, and no change will be made to the agreed running order, without approval by the Compliance Licensee and ITV Interactive;
- In instances where the running order is impacted by live events, any decisions to amend the opening / closing time can only be made by the Producer in agreement with ITV Interactive and the Compliance Licensee;
- Resolution procedures in the event of a tie or technical issue must be agreed in advance and followed in such an occurrence.

***Incident management***

The underlying principle of the incident management guidelines is to ensure that viewers are clearly informed of and suffer no detriment from an incident. ITV Interactive will engage with Producers to define and agree incident management plans for specific programmes. Key points should include:

- Defining key contacts, decision-makers and escalation procedures;
- Contingency plans for incidents including the production of viewer information messages and graphics for each show.

ITV Interactive will act as a single point of contact for technology suppliers, Producers and customer care teams. ITV Interactive will inform the Compliance Licensee of any significant incident and discuss and agree with them any action to be taken.

The Producer and ITV Interactive will assist and cooperate with the Compliance Licensee in relation to any requests for information from any regulatory authority and/or any customer or regulatory complaint.



### **Winner selection**

Winner selection mechanics and procedures must be fair, documented and approved by the Compliance Licensee and ITV Interactive prior to the first run of the competition or prize draw. Any subsequent changes are subject to re-approval.

Winner selection must be carried out in accordance with the terms and conditions of the competition or prize draw and must never be influenced by editorial preference (except where expressly stated in the competition or prize draw terms and conditions and in the call to action). Where there is subjectivity in selecting the winner for viewer interactivity, please consult the Compliance Licensee and the interactive legal team.

Where the terms and conditions state that the winner will be selected randomly, that random selection must be carried out from the pool of all eligible entrants.

In all competitions or prize draws winner selection methodology must give equal weighting to entries received via multiple entry channels.

Winners must be selected only after the competition or prize draw has formally closed and only from all valid entries received. The Producer must check that the winner is eligible pursuant to the terms and conditions.

Where winners cannot be selected within the required timeframe using the agreed methodology, the announcement of the winner will be postponed and the pre-agreed contingency plan will be followed. In the event that the Compliance Licensee decides that the contingency plan is not applicable, an alternative course of action will be agreed by all parties and communicated to viewers.

### **Winner contact**

For live competitions or prize draws (i.e. those resolved on-air) the participant will be contacted during the show. For non-live competitions or prize draws, some prizes are time critical and a winner needs to be found before the prize has “expired”. The below guidelines set out the standard approaches – any changes must be agreed with ITV Interactive and the Compliance Licensee.

For time critical prizes (i.e. the prize is for a date which is within 1 month of winner selection e.g. two tickets for this weekend’s Britain’s Got Talent show), the following guidelines will apply:

- A date for contacting winners (the resolve date) should be given in the terms and conditions and on-air information (including the script & graphic) should make sure that entrants aware that they must be contactable within a period of the resolve date e.g. "Entrants must be contactable on [insert date of winner selection which must be after close date for all entry routes] and for two days after" or "Entrants must be contactable from 4 to 6 July".
- The potential winner(s) will be randomly selected using the winner selector tool (or similar selection tool of the relevant service provider).
- Each potential winner should be called at least three times over a 3-hour period. If the winner cannot be contacted after at least three calls, a second potential winner will be randomly selected. This process will continue until a winner is contacted and complied.

For time-sensitive prizes (i.e. prizes tied to a particular date between 1 month and 6 months away from winner selection), the following guidelines will apply:

- On-air graphic should state that “Date restrictions apply” if the restriction is not otherwise clear in the call to action.
- The potential winner(s) will be randomly selected (as above).
- Each potential winner should be called at least twice (at two different times) per day Monday-Friday for 2 weeks. If the potential winner cannot be contacted after 2 weeks, a



second potential winner will be selected and the same process will apply; and so on until a winner is contacted and complied.

For non-time critical (standard) prizes (i.e. prizes not tied to a particular date or which are to be taken up more than 6 months from winner selection), the following guidelines will apply:

- One potential winner will be randomly selected (as above).
- The potential winner should be called at least once per day for five working days (Mon to Fri at different times). In addition, on the first working day send the potential winner an SMS message or leave them a voicemail as follows:
  - If the potential winner entered using a mobile phone number, send the following SMS message: *“Free Msg: We want to contact you about your competition entry. We will call you from 0xxxxxxx so please do answer when we call. We will keep trying until xx/xx/xx. Any queries, please see our FAQs at [itv.com/win](http://itv.com/win)”*
  - If the potential winner entered by landline, leave the following voicemail if available: *“Hi. I’m calling from the ITV competitions team. We’ve been trying to contact you about your competition entry. We will call you again from 0xxxxxxx so please do answer when we call. We will keep trying to call you until [DATE]. If you have any queries, please see our FAQs at <https://www.itv.com/win/help.html>”.*
- For the remainder of the winner contact period the potential winner should be called at least three times per week (at least once per day on 3 different days Monday to Friday).
- If the potential winner cannot be contacted after at least twenty-eight days, a second potential winner will be selected and the same process will apply and so on until a winner is contacted and complied.

Note: The phone number we use to contact potential winners is an outbound line only.

Please note that if an entrant has informed us that they cannot be contacted by a phone call because of a ‘protected characteristic’ under the Equality Act or if there is reason to consider this applies (for example, a textphone number has been used) then alternative methods of winner contact e.g. email or text should be considered.

### **Winner announcement & publication**

The announcement of winners of previous competitions or prize draws during the transmission of long running series will be at the editorial discretion of the Producer.

The Producer will disclose to ITV Interactive and ITV Interactive will publish the winner’s details (typically first name, surname and county, or such other format as agreed with the winner) on the ITV website at [www.itv.com/win/winners](http://www.itv.com/win/winners) after the close of the competition or prize draw following confirmation of the winner’s eligibility. The winners’ page will list all winners across all competitions/prize draws for the last four months.

### **Vote announcement & publication**

The result of a vote will generally be given within the voting programme or in the associated resolve show. No vote result should be announced until all platforms have closed and a subsequent minimum period (as set or approved by ITV Interactive) has elapsed where the vote aggregation tool has shown no change in the vote result numbers. During this period, the service provider is required to cross check the results showing on the vote aggregation tool with the results from each voting platform before the verified result is confirmed to the Producer.

Vote results (or other live results) should not be announced, and cards should not be written up/handed to presenters, until the results have been validated by ITV Interactive Operations. Where ITL is the service provider running the vote, the result will be validated by ITV Interactive Operations and will be communicated to the Producer via the Interactive Producer who is managing all the communication on site. Producers are reminded that access to the vote aggregation tool by the production team is for business continuity reasons only i.e. to allow Producers to have visibility of the console in case communication is lost with ITV Interactive





Operations during the live interactive event. Producers should not seek to announce winners or losers without confirmation from ITV Interactive Operations.

At the end of a voting series, ITV may wish to publish the results of the vote on itv.com (and stv.tv if applicable). The information published may include the percentages of total votes received for each contestant of the vote and for each programme of the series.

### ***Refunds***

ITV Interactive will project manage refunds to viewers in the event of a problem that is the direct result of an ITV or Producer error. Producers must ensure that their agreements with service providers have refund policies in place, in the event of a technology failure, to ensure consumers are refunded the cost of their interaction within 28 days.

### ***Customer care***

ITV Interactive should be the primary contact point for all viewer complaints regarding interactive programming. In the event that the Producer (or its service providers) receives a complaint, it will pass it on to ITV Interactive. The information collated by ITV Interactive will be shared with Producers and in turn with the Compliance Licensee in a timely fashion and the parties will work together to resolve the viewer's complaint and agree a response.

The key points for customer care include:

- The provision of a dedicated customer care team during key events to manage issues in a timely fashion;
- The parties agreeing the service levels to be provided to viewers with regard to communication and problem resolution.

### ***Reporting***

Indicative performance reports will be made available by the Producer to ITV Interactive no later than one working day after each interactive event (unless otherwise agreed). Distribution lists and details of such reporting will be agreed in advance but will generally include the Producer and Interactive contacts named in the Interactive Commissioning Specification. These reports will normally include responses for each relevant platform (e.g. PRTS, online, VSC, SMS, app, web) and an estimate of revenues generated.

Additional data and information may be requested by ITV Interactive from time to time to ensure that these guidelines and the requirements of regulatory bodies such as OFCOM and Phone-paid Services Authority have been followed appropriately, and in order to respond to questions from viewers, regulators and other interested parties.

### ***Prizes and Prize fulfilment***

Producers, ITV Commissioners, the Compliance Licensee and ITV Interactive must agree that prizes are suitable, editorially relevant and of an appropriate standard and value.

#### ***Prize supplier***

ITV may in some instances specify the use of preferred prize suppliers. This is to give confidence to both ITV and the Producer that any prizes selected for inclusion in a competition or prize draw will meet the required specification and be delivered to the winner in a timely manner. Where ITV does not specify a preferred supplier, the supplier to be used must be agreed in advance with ITV Interactive. A prize procurement agreement should, where possible, be entered into with the prize supplier.

#### ***Prize description and validation***

The Producer must ensure that the prize description in competitions or prize draws is accurate, not misleading to viewers, and not promotional of any branded products included in the prize.





Where a prize donor is mentioned, the Producer must ensure that the prize donor is not given undue prominence. Any references to brands within competitions or prize draws must be brief and secondary.

The Producer must check, and confirm to ITV Interactive and the Compliance Licensee, that the prize delivered by the supplier meets the description, is fit for purpose, and is in good condition both prior to the prize being dispatched to the winner and when it reaches the winner. This check will include ensuring that there are no hidden costs to be borne by the winner in accepting the prize.

### ***Fulfilment & replacement***

- The Producer will contact winners to confirm their prize and the delivery arrangements, and will ensure that the prize is delivered within 28 days from the winner being informed (or in line with such other time period as specified within the terms and conditions (if applicable)), matches the prize description and is of satisfactory quality.
- The Producer will submit details of winners and the prize supplier (if applicable) to ITV Interactive. ITV Interactive will track fulfilment of prizes and the customer care team will contact the prize supplier to confirm proof of delivery. The customer care team will then contact the winners of competitions or prize draws to ensure that prizes have been received and to deal with any complaints or queries that may arise. In the event of a problem, ITV Interactive will liaise with the prize supplier, Producers and the customer care team to resolve the problem to the satisfaction of the winner and ITV.

### **Interactive post show review**

All broadcast interactive activities will be subject to a "Post Show Review". ITV Interactive will initiate this process with representation required from all parties involved in the show and subject to the review. The format of this review may vary, but will usually include a meeting of the various parties (including ITV Interactive, the Compliance Licensee and the Producer and may, from time to time, also involve service providers) to review and discuss operation and performance. This will be followed up by a written summary of key lessons, prepared by ITV Interactive and distributed to all parties.



## **Annex 1 - Interactive roles and responsibilities**

Various teams are responsible for the delivery of ITV's interactive services. Their roles and responsibilities are summarised below.

### **The ITV team**

#### ***ITV Channels Legal & Business Affairs team***

The Channels Legal & Business Affairs team supports ITV's programme Commissioners and is responsible for the negotiation and the contracting of the Commissioning Agreement of which these Guidelines form part. The Channels Legal & Business Affairs team works with the ITV Interactive team to define the format and commercial aspects of interactive applications.

#### ***ITV Interactive team***

ITV Interactive Commissioning and Commercial – identifies opportunities within upcoming programmes and works with the programme Commissioner and Producers to develop interactivity that will be commercially and operationally viable, and relevant to the programme editorial.

ITV Interactive Production – works with Producers to deliver the interactive opportunities to the specification created by the ITV Interactive Commissioning team.

ITV Interactive Operations – manages and/or oversees the testing and operation of the interactive services.

### **The Producer**

The Producer will deliver programme interactivity in accordance with:

- The Commissioning Agreement;
- The Interactive Commissioning Specification;
- All relevant laws, regulations and codes of practice (including the Ofcom Broadcasting Code, the Phone-paid Services Authority Code of Practice, and any guidance issued from time to time by the Gambling Commission); and
- These policies and guidelines, in consultation with ITV and Compliance Licensee.

### **Compliance Licensee**

The role of the Compliance Licensee is to ensure that the programmes broadcast on ITV channels or other platforms comply with all applicable laws, regulations and codes of practice (including the OFCOM Broadcasting code, the Phone-paid Services Authority Code of Practice and any guidance issued from time to time by the Gambling Commission).

The responsibilities of the Compliance Licensee include:

- Ensuring that the programme is compliant;
- Review and approval of the overall format of the interactive service for purposes of compliance with all relevant laws, regulations and codes of practice (including the Ofcom Broadcasting Code, the Phone-paid Services Authority Code of Practice, and any guidance issued from time to time by the Gambling Commission); and these policies and guidelines.
- Review and approval in conjunction with ITV Interactive of format, questions, graphics, scripts and terms and conditions.

### **Telephony and other service providers**

The role of the telephony supplier and other service providers is to manage and deliver technical platforms to achieve delivery of interactive services in accordance with regulatory guidelines,



the principles and guidelines described in this document, and any contractual service levels agreed for the interactive services.

## **Third Party Verifier**

The role of the third party verifier is to check that the broadcast licensee's compliance procedures, technical systems and votes and competitions broadcast on air are compliant with the relevant broadcast licence conditions, to document such verification, and to report back to the broadcaster (and to Ofcom at Ofcom's request).

## **JOB ROLES & RESPONSIBILITIES**

### **Compliance Licensee advisor**

The designated Compliance Licensee advisor has overall compliance responsibility for the interactive elements of a programme. They act in consultation with the Exec Producer, the Interactive Producer and the Interactive Operations Manager. Their line of referral is to the Director of Programme Compliance (for ITV Broadcasting or Channel Television) or the Compliance Manager (for STV).

### **Executive Interactive Producer**

The Executive Interactive Producer is responsible for managing the Interactive Producer (see below). They will deal with any questions or issues raised by the Interactive Producer. Their line of referral is to the Director of Interactive.

### **Senior Interactive Producer and/or Interactive Producer**

The Senior Interactive Producer and/or Interactive Producer is responsible for the planning of all interactive elements. They do this in consultation with the Compliance Licensee advisor, the Interactive Operations Manager and the Exec Producer. Their line of referral is to the Executive Interactive Producer.

### **Interactive Operations Support Manager**

All shows involving interactive elements will have a designated Interactive Operations Support Manager who is responsible for overseeing all operational aspects of the interactive event in the run-up to and during transmission. Their line of referral is to the Director of Interactive.

### **Exec Producer**

Exec Producers have responsibility for all non-interactive elements of their programme, taking advice from Compliance. On the interactive elements of the show they need to work closely with both the Compliance Licensee advisor and the Interactive Producer to ensure the interactive elements work with the editorial of the show.

It is worth stressing that compliance is a shared goal and everyone on the programme team, the interactive team and the compliance team must play their part in delivering a compliant interactive event and programme.

### **Vote Manager**

For some voting events, ITV may appoint a senior vote manager to oversee the provision of the vote. This is primarily a management and oversight role. Their line of referral is the Director of Interactive but with escalation points to the Director of Programme Compliance and/or the General Counsel of ITV plc.



## Annex 2 – Lines of Referral for Interactive Elements

### PLANNING THE INTERACTIVE ELEMENTS OF A PROGRAMME

- Detailed planning meetings will be arranged by the Interactive Producer and are mandatory for all live programmes with interactive elements. Executive Producers must set aside enough time for these and ensure attendance from everyone required by the Compliance Licensee and ITV Interactive.
- The Compliance Licensee, the Interactive Producer and the Interactive Operations Support Manager have full right of access to any part of the production or pre-production process including correspondence/email, from initial planning meetings to the live gallery on TX and post-programme clear up and prize fulfilment.
- During the planning of a programme, if the Exec Producer cannot agree a specific issue with the Compliance Licensee or ITV Interactive, they can refer up to their genre Controller who will try and resolve the issue at the relevant level with Compliance or ITV Interactive. Programme commissioners may also become involved in this process but discussion between production and commissioners does not mean agreement with ITV Interactive and the Compliance Licensee is not required.
- As part of the planning process contingency plans will always be agreed well in advance of TX. Also, certain 'cut-off' points will be agreed for the latest time that editorial changes which might affect the interactive elements can be made. For example, once terms and conditions have been published stating how viewers or programme participants will be selected in the interactive event it would not be open to Producers (or commissioners) to make editorial changes to that selection process.

### AFTER THE CUT-OFF POINT/DURING THE LIVE PROGRAMME

- After the cut-off point and during the running of a live show, compliance responsibility for all interactive elements will rest with the Compliance Licensee advisor on site. This applies to ALL interactive elements of a show e.g. competitions or voting, whether paid or free, or run on the web or other platform, comment or application lines, and any other call to action.
- Exec Producers have to respect and abide by the time lines agreed with the Compliance Licensee and ITV Interactive in the initial planning of any interactive elements. However important, late changes to the editorial of the programme cannot override cut-off points for changes to the interactive content of the show. The default position, if editorial changes are unavoidable and not covered in the contingency plan, is that the interactive element is simply withdrawn.
- The traditional editorial route of referral does not apply beyond agreed cut off/sign off points. Before being announced, the results of a vote or other live interactive event will need to be validated by Interactive Operations.
- If an incident or other issue has arisen which may affect the integrity of a vote or other live interactive event, a group (the “**Group**”) formed of those representatives of ITV Interactive Operations, the Compliance Licensee, ITV Commissioning, ITV Interactive Legal & Business Affairs and the Producer present (either in the gallery/vote room or on conference call) will discuss and try to reach agreement on action to be taken. If the Group cannot reach unanimous agreement, the incident/issue will be escalated by any member of the Group to the Director of Interactive and the Director of Programme Compliance (of the relevant Compliance Licensee) for urgent resolution. If there is still any disagreement between them, the final arbiter will be the General Counsel of ITV plc. However if there is no time for the Group to escalate, the ultimate decision as to what immediate steps need to be taken will rest with the Compliance Licensee.

### AFTER THE PROGRAMME



It may be that after a show has transmitted the Exec Producer still wants to refer up a decision perhaps because it will affect subsequent shows. They absolutely have the right to do that, but only AFTER the event.



## Annex 3 - ITV Policy on Prize Competition questions

### Overview of legal position

There are three regulators with an interest in the operation of TV prize competitions:

**Ofcom** – regulates broadcasters who are obliged to ensure that competitions and prize draws are conducted fairly, prizes described accurately and rules are clear and appropriately made known to viewers;

**Phone-paid Services Authority (“PSA”)** – regulates all providers in the PRS value chain (including broadcasters and service and telephony operators) who must ensure that the promotion and operation of premium rate services complies with their Code;

**Gambling Commission** – regulates any activities which fall within the definitions of “gambling” in the Gambling Act 2005 and police the boundary between prize competitions, free draws and lotteries. The distinction between them is not straightforward, hence ITV’s development of policy in this area.

Lotteries cannot be run in the UK unless a licence is obtained from the Gambling Commission, save where specifically permitted by statute (e.g. the National Lottery and licensed local charity lotteries). Broadcasters whose competitions fall into the statutory definition of an unlicensed lottery will therefore be liable to criminal prosecution.

A lottery has three main elements:

- a. requires payment to participate;
  - b. allocates a prize or prizes;
  - c. wholly by chance (this is “a simple lottery”); *or*
- by a series of processes, the first of which relies wholly on chance (this is a “complex lottery”).

If one of the three elements above is missing the competition will not qualify as a lottery.

Competitions in ITV programmes always result in a prize and generally involve payment by the viewer (i.e. PRTS, text or interactive charges). ITV’s policy is that its PRS competitions in mainstream programming will include a valid free entry route. Any exceptions must be agreed in advance with the Compliance Licensee and ITV Interactive.

### Free entry route

If a competition has a valid free entry route as well as a paid route, it will be deemed not to require payment to enter – and will then fall outside the definition of a lottery.

There is a four point test:

- a. The entrants have a choice to enter by paying or by using a free route of entry;
- b. The free entry route is post *or* another method neither more expensive (this should be no more than the normal rate for that method of communication) nor less convenient than paying;
- c. The choice is publicised so as to be likely to come to entrants’ attention; and
- d. The system for allocating prizes does not differentiate between free and paid entries.

### Multiple Choice questions

All ITV competitions offering a multiple choice question should follow the guidelines below (unless agreed otherwise with ITV Compliance and ITV Interactive):

- a. the multiple choice entry question should have at least three possible answers;
- b. each of the three possible answers should be plausible i.e. could be deemed to be possible answers to the question;



- c. the question must be relevant editorially to the programme in which the competition is featured and its likely audience;
- d. Producers will not use obvious “joke” answers – which detract from the impression that this is a genuine question requiring some skill or knowledge – **unless** they are offered in addition to three standard answers as above;
- e. All competition questions must be approved by the Compliance Licensee. It is the Producer’s responsibility to fact-check all answers before submission to the Compliance Licensee.

### Examples

For *Saturday Night Divas* – the following question would not be acceptable:

The road bridge connecting England and Wales is called the:

1. Severn Bridge
2. Seventy-five Bridge
3. Seventy Thousand Bridge

The question has a single obvious answer and two obviously silly answers, and is not relevant to the show editorial.

A question on pop music would, however, be acceptable e.g.

Who had a hit with the song “Beautiful”?

1. Britney Spears
2. Christina Aguilera
3. Kylie Minogue

This question is relevant to the programme and has three plausible answers which require the viewer to exercise some knowledge or to research the answer.

The demographic of the audience and the nature of the prize being offered should be considered when pitching the level of difficulty of the question.

The correct answer to the question should not be given within the editorial content of the programme close to the call to action of the competition.

### Games

Producers must consider and, where necessary, take appropriate legal advice where any viewer interactivity might be considered to constitute ‘gaming’ (playing a game of chance or a game of chance and skill for a prize) which is a type of gambling under the Gambling Act 2005 and the Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985 as amended by the Betting, Gaming, Lotteries and Amusements (Amendment) Act (Northern Ireland) 2022. Any viewer interactivity involving a “game” element (whether paid-for or free to enter) is subject to the approval of the Compliance Licensee.

### Northern Ireland

Programmes broadcast on ITV channels may also be available in Northern Ireland. The law on gambling in Northern Ireland is broadly the same as in England, Scotland and Wales but there are some slight differences and should be considered when developing new competition or game formats. A competition or prize draw as set out above with a free entry route via post or online should be compliant.

### Phone-paid Services Authority Code of Practice

Where interactivity includes PRS, the service provider will need to comply with the Code. For reference, on 5 April 2022, the PSA published its 15<sup>th</sup> Code of Conduct (“**Code**”) which can be viewed here: <https://psauthority.org.uk/-/media/Files/PSA/00NEW-website/For->





[business/Code-guidance-and-compliance/Code-of-Practice/PSA\\_Code\\_of\\_Practice\\_15th\\_18-05-2022.ashx](https://www.itv.com/business/Code-guidance-and-compliance/Code-of-Practice/PSA_Code_of_Practice_15th_18-05-2022.ashx)

The Code applies to all premium rate services (“**PRS**”) where the cost is charged directly to the consumer’s phone bill.

The Code sets out 10 regulatory standards that all PRS must comply with. These are set out in the overview below. In addition to the standards, there are a set of accompanying requirements which all PRS providers must comply with.

All PRS must be run in accordance with the following standards and the accompanying requirements set out in the Code.

Integrity	Organisations and individuals involved in the provision of PRS must always act with integrity and must not, in respect of any part of their provision of PRS, act in a way that brings or is likely to bring the PRS market into disrepute.
Transparency	Consumers must receive clear, complete and timely information so as to enable them to make fully informed decisions when purchasing phone-paid services.
Fairness	Consumers must be treated fairly throughout their experience of PRS, including by being charged for PRS only where they have provided informed and explicit consent to such charges.
Customer Care	Consumers must receive excellent and timely customer care including the resolution of their complaints.
Vulnerable Consumers	Services must be promoted and provided in a way that ensures they are not likely to cause harm or detriment to consumers who are or may be vulnerable as a result of their particular circumstances, characteristics or needs.
Consumer privacy	Consumer privacy must be respected and protected.
Prevention of harm and offence	Promotions and services must be provided in a manner that does not cause harm or unreasonable offence or distress to consumers or to the general public.
Organisation and service information	Organisations and individuals involved in providing PRS must provide the PSA with timely, accurate and detailed information about themselves and the services they offer or intend to offer.
Due Diligence, Risk Assessment and Control (DDRAC)	Organisations and individuals must perform effective due diligence on any person or organisation with whom they contract in relation to PRS, and must conduct a full and thorough assessment of potential risks arising from the provision, content, promotion, and marketing of PRS on an ongoing basis
Systems	All systems, including payment and consent verification platforms, used for the provision of and exit from PRS must be technically robust and secure.



## Annex 4 - Guidelines For Interactivity Involving Children

### 1 Introduction

ITV's standard approach is that interactivity is targeted at those aged 18 or over but, in certain circumstances (by agreement with the interactive legal team and the compliance licensee), interactivity (e.g. recruitment) may be aimed at those aged 16 or over.

Occasionally ITV runs interactivity involving or aimed at children under the age of 16 (for example, M&S talent competition). ITV also runs interactivity for CITV, the ITV children's television channel with associated website at [www.cityv.co.uk](http://www.cityv.co.uk).

These guidelines set out principles to be followed when running any interactivity (including competitions and recruitment) aimed at children. For the purposes of these guidelines only, children are those under the age of 18.

All queries in relation to these guidelines should be directed to Head of Legal for ITV Interactive.

James Glanville	james.glanville@itv.com
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### 2 Principles for ITV Interactivity Involving Children

- 2.1 **Adult to act on behalf of the child:** Parents/guardians aged 18 or over must enter or apply on behalf of the child. This means that the actual entrant is aged 18 or over and it will be the adult's responsibility to ensure compliance with the terms and conditions for both the parent and child. If the adult is not the parent or guardian then please see 2.5 below and bear in mind that parental/guardian permission must be confirmed. If interactivity is aimed at those aged 16 or over, please consult Interactive legal team and the Compliance Licensee as it may be possible to allow an exception to the requirement for an adult to act on behalf of the child in such a case.
- 2.2 **No payment:** There should not be any payment to interact for interactivity (competitions, voting, recruitment etc) involving or aimed at children. Any such interactivity should be free to interact. Promotional material for any interactivity should not advertise or promote direct appeals for children to part with money. Promotions that require a purchase to participate and include a direct exhortation to purchase must not be addressed or targeted at children.
- 2.3 **Child-friendly language:** where interactivity involves children then the language should be clear and easy for children to understand. In particular, children should be made aware that it is an adult who needs to enter.
- 2.4 **Contact:** all contact should be with the adult or parent/guardian and not the child.
- 2.5 **Explicit parent/guardian consent for collection of children's data:** *verifiable and explicit* parental or guardian consent should be sought to collect data from children aged under 18. Any personal data collected should be minimised to the categories strictly necessary for the purposes of the interactivity. If there are questions about the personal data to be collected, contact the Data privacy Team.
- 2.6 **Attendance:** An adult must accompany children to any events or programmes which are the outcome of interactive events.



- 2.7 **Timing (school terms):** Try and schedule any prizes or events to be attended by children outside of school terms. If such events are during term time then confirmation of authorised leave of absence from the child's school and/or local authority may be required. If this applies, it is usual practice to include this as part of the terms and conditions.
- 2.8 **ITV Interactive:** interactivity should be overseen by ITV Interactive and run through ITV Interactive Commissioning, Production and Operation teams in accordance with their processes.
- 2.9 **Prizes/events:** Prizes or events promoted should be appropriate for both parents and children and should not be of a nature to create conflict between parents and children. Offering a cash prize or prizes readily converted into cash is not compliant for premium rate interactive services aimed at or attractive to children (see section 3.3 below).
- 3 **Regulation to be aware of when considering interactivity involving children**
- 3.1 **BCAP Code section 5:** Promotions that require a purchase to participate and include a direct exhortation to purchase must not be addressed to or targeted at children.
- 3.2 **CAP Code section 5 and 8.8:** Special care must be taken with promotions addressed to children. Promotions that require a purchase to participate and include a direct exhortation to purchase must not be addressed to or targeted at children.
- 3.3 **Phone-paid Services Authority Code of Practice section 3.5.5, 3.5.6, 3.5.7 and Guidance on the vulnerable consumer standard:**
- 3.3.1 In determining whether a service has been targeted at or is likely to be particularly attractive to under 16s<sup>1</sup>, Phone-paid Services Authority considers each case individually but will take into account data which indicates how many potential consumers where the service is promoted are children and the style, content, and composition of the promotional material (i.e. does it contain factors likely to make it particularly attractive to children, or which would suggest children had been targeted?).
- 3.3.2 Premium rate services (PRS) must not directly appeal to children to purchase products or take advantage of children's potential credulity, lack of experience or sense of loyalty.
- 3.3.3 PRS aimed at or likely to be particularly attractive to children must not contain anything which a reasonable parent would not wish their child to see or hear in this way.
- 3.3.4 Where services are aimed at or attractive to under 16s:
- 3.3.4.1 Those services should not advertise or promote direct appeals for children to part with money whether to buy or donate;
- 3.3.4.2 Promotional material should state that the bill-payer's permission is required and should specify whether any age restrictions apply;
- 3.3.4.3 Promotional material should not encourage children to use other premium rate services or the same service again;
- 3.3.5 Children's services should not involve competitions that offer cash prizes or prizes readily converted to cash;
- 3.3.6 Children can often be considered as vulnerable consumers, and so providers should take steps to ensure that they are not taken advantage of. Appropriate promotional material should be used at all times;
- 3.3.7 Phone-paid Services Authority can specify maximum service charges or call durations in a set period, certain actions (such as call or spend reminders or termination at certain levels) for children's services.

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<sup>1</sup> The PSA considers children to be people under 16 years old.



- 3.4 In addition, we encourage all our service providers providing online services which are likely to be accessed by children to review the Age Appropriate Design Code.



## Annex 5 - Data Protection

### 1. Introduction

The current Data Protection Act came into force on 25 May 2018 (2018 Act) and enacts the General Data Protection Regulation (GDPR) into domestic law.

Sanctions now available to the ICO (the regulator for information rights) include greatly increased fines of up to €20M or 4% of turnover.

These guidelines are only designed to be a starting point for programme producers and interactivity suppliers to understand their obligations to protect the personal data of individuals, and the legal penalties and reputational damage that could result from unlawful disclosure or data breaches.

### 2. The basics

The 2018 Act gives the “data subject” (a living individual) more rights – of access (i.e. what data have we got?), of rectification (i.e. if they think what we’ve got is wrong) and of erasure of their data - and it gives “data controllers” and “data processors” more responsibilities.

We need to collect and use personal data only when there is a clear reason for doing so, and be transparent and fair with people about what their data is being used for. It applies to all data where a person is identifiable – participants, contributors, contacts, contractors, employees, members of the public, and colleagues.

We should take steps to ensure data is kept secure, is only shared with appropriate people, is not retained unless necessary, and is deleted safely.

See our glossary of data protection terms at the back of this Annex 5.

### 3. Data Protection Principles

These are the basic principles that underpin the UK data protection laws. These principles require that personal data must be:

- Processed fairly, lawfully and transparently;
- Obtained only for lawful purposes and only further used for a compatible purpose;
- Adequate, relevant and not excessive in relation to lawful purposes;
- Accurate and kept up-to-date;
- Kept no longer than necessary in a form where individuals are identifiable;
- Processed in a secure manner;
- Processed in accordance with the rights of data subjects;
- Not transferred outside the UK unless adequate safeguards are in place. Transfers to the European Economic Area can usually be made as there is an adequacy decision in place between the UK and the EEA.

### 4. Processing Different Types of Personal Data

Processing is only lawful if certain conditions are met. Most likely to be relevant to TV producers and interactivity suppliers are:

- Legitimate Interests – ie processing is necessary for the purposes of legitimate interests. “Legitimate interests” captures many of the reasons ITV and its programme-makers would lawfully process personal data. ITV considers it has a legitimate interest in commissioning programmes for commercial exploitation, and in journalism. Processing personal information about individuals is therefore necessary to this activity. This legitimate interest would extend to retaining rushes, clips and unused material, archiving, dealing with complaints, and retaining contacts and information in the interests of



programme making. Legitimate interests must be balanced against the rights of the individual.

- Consent - The data subject has given consent to the processing of their data for a specific purpose.
- Performance of a Contract – Processing is necessary for performance of a contract. This may for example apply if a participant has entered a competition and agreed to its terms and conditions where the processing of their personal data is necessary for the running of the competition. However, this lawful basis only applies if the participant has entered into a contract directly with the party seeking to rely on performance of a contract. Interactivity suppliers will need to consider whether the participant has entered into a contract with ITV or with interactivity suppliers themselves.
- Legal Obligation: Personal data may need to be processed to comply with a legal obligation. For example, the data may need to be collected or held if there is a legal or other regulatory obligation (e.g. demonstrating that OFCOM, PSA obligations have been complied with).

If Special Category data needs to be processed, an additional condition will need to be met. You can find these on the ICO website here: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/lawful-basis-for-processing/special-category-data/>

We normally do not expect to collect special category data for interactivity services. If this type of data is likely to be processed, the Data Privacy Team should be consulted before the data is collected.

## 5. Children

GDPR gives children specific protection because they may be less aware of their rights and the risks involved in sharing their personal data.

You will be aware from the children's section in Annex 4 that we also have specific requirements when dealing with children in interactivity.

We should explain to a child their data protection rights in language they will understand, and allow them to exercise their rights if they wish to do so.

Normally, we will obtain parental permission to obtain any personal information from under 16s, just as the Ofcom Broadcasting Code already generally requires us to obtain parental consent where we feature an under-16 in a programme.

## 6. Collecting and storing personal data

The rules around data minimisation under data protection laws means that only the data necessary for the purpose should be collected. Additional data should not be collected

Appropriate security measures must be taken against unauthorised or unlawful access to personal data and against accidental loss, destruction or damage to personal data. These security obligations apply to all personal information processed for journalistic purposes, including personal information gathered for news and programmes, and on social media, by email and online. Personal data, and especially any Special Category Data or Criminal Offence Data – must be held securely, eg encrypted, or on password-protected files or computers, or in locked cupboards etc.

## 7. Privacy Notices

Transparency is a cornerstone of the data protection laws. We should be clear and open with participants about how we are processing personal information.



Generally, we don't necessarily need the consent of the individual for processing their data, but do need to make them aware of how their information is being used, by providing them with a Privacy Notice. This sets out how their data is processed, and their rights. Where we are processing contributors' special category or criminal offence data - eg interviewing them about sensitive personal information (mental health, sexual orientation, etc) or criminal matters - it may be necessary to collect consent unless an exemption applies.

The sharing of personal data with a third party should also be clearly explained in the privacy notice.

There are legal requirements around what needs to be contained in a privacy notice. For more information, please visit the ICO website which sets out what needs to be covered: <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/the-right-to-be-informed/what-privacy-information-should-we-provide/>

ITV's standard privacy notice for interactive services can be found here: <https://www.itv.com/terms/articles/privacy>.

## 8. Disposal of data

Personal data should not be retained for any longer than necessary, and should be disposed of securely (eg shredding, deletion of files, disposal in a 'confidential waste' bin). There may be instances where it is warranted to retain data for longer than usual. Refer to the compliance legal team of the Data Privacy Team for advice as necessary.

## 9. Glossary

- Criminal offence data: includes data about arrests, charges, proceedings and convictions and probation - and also includes personal data related to security measures.
- Data subject: the identified or identifiable person to whom the data relates.
- Data Subjects' Rights include:
  - Right to Information: to know who is processing their data, what kind of data, the legal basis for the processing, who it is being sent to, and other information needed to establish the data is being processed fairly and transparently, and to be informed about decision making.
  - Right of Access: to seek disclosure of the personal data that ITV or the production company holds about them via a Subject Access Request.
  - Right to Object to processing.
  - Right to Rectification: if the information is inaccurate.
  - Right to Erasure: to have the information removed - sometimes referred to as a right to be forgotten.
- Personal data: information relating to a living individual who can be identified from that information - either directly or indirectly in conjunction with other information ('jigsaw or mosaic'). Examples: address, phone number, date of birth, IP address, e-mail address, social media profiles, employment details, still or moving images of that person.
- Personal data breach: means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed.
- Processing personal data: means any operation such as collecting, recording, storing, broadcasting, organising, altering, transferring to someone else, erasing and destroying the data.
- Special category data: personal data about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation, physical or mental health matters, genetic and biometric data.





## Annex 6 - Typical Examples Of Scripts & Graphics For A Vote, A Competition & A Prize Draw

Voting Example (Landline, Voice Short Code and optional Free online wording (in blue text))

In addition, any requests for QR Codes must be sent to an Interactive Producer for creation and sign-off.

### Script

Call 090XX XX XX or, from a UK mobile, **CALL X XX XX** and add the number of your chosen [act/celebrity].

For [NAME] add 01  
[NAME] add 02  
[NAME] add 03  
[NAME] add 04  
[NAME] add 05  
[NAME] add 06  
[NAME] add 07  
[NAME] add 08  
[NAME] add 09  
[NAME] add 10

Votes cost XXp plus any network access charge. [\[Or vote for free via the app/go to the website.\]](#) [XXp from each [\[phone\]](#) vote goes to [CHARITY NAME]. Details can be found at the website.

Lines close *[at the end of the show / in tomorrow night's show / later in the show / after the break / in a few minutes / as announced in show].*

### Graphic

**LANDLINES CALL:**  
090XX XX XX\_\_

**MOBILES CALL:**  
X XX XX\_\_

[NAME] 01  
[NAME] 02  
[NAME] 03  
[NAME] 04  
[NAME] 05  
[NAME] 06  
[NAME] 07  
[NAME] 08  
[NAME] 09  
[NAME] 10

[\[OR VOTE VIA THE APP / GO TO ITV.COM/VOTE OR STV.TV/VOTE\]](#)

*(Text beneath must be at least 16 television lines high for SD and 30 television lines high for HD, and held in vision or split and shown on successive slides allowing each sufficient time to be read)*

Votes cost XXp plus any network access charge. [\[Votes in app/online are free.\]](#) Lines close *[in show/other close time to be specified]*. [XXp from each [\[phone\]](#) vote goes to [CHARITY NAME].] See T&Cs and Privacy Notice at [itv.com](#) or [stv.tv](#)



**PLEASE DO NOT VOTE IF YOU ARE WATCHING +1 OR ON DEMAND.**

[Font should be more prominent than text above but does not need to be as prominent as the numbers.]  
[Note to producers: in order to reduce the amount of text on screen at one time, you may wish to consider splitting the text over two or more screens.]

### Competition Example

#### **Script**

You could win [PRIZE DETAILS], courtesy of [PRIZE PROVIDER]

For your chance to win answer the following question correctly:

[QUESTION]

- A. [ANSWER OPTION]
- B. [ANSWER OPTION]

or

- C. [ANSWER OPTION]

Call **090XX XX XX XX**. Calls cost X pound XX plus your network access charge.

Or text A, B or C as your answer to **XXXXX**. Texts cost X pound XX plus one standard network rate message.

Or go to the website, entries cost XXX / XX.

Or post your name, answer and phone number to:

DAY – xxx one six  
PO Box seven – double five – eight  
Derby  
D-E-one-zero-N-Q

Entrants must be 18 or over. Lines close at X [am/pm] on [DAY/DATE]

#### **Graphic**

[Prize provider logo may be shown for no more than five seconds during prize description and should not be unduly prominent]

[BRIEF PRIZE DESCRIPTION]

[QUESTION]

- A. [ANSWER OPTION]
- B. [ANSWER OPTION]
- C. [ANSWER OPTION]

(Large text—show all or rotate to match verbal)

Text A, B or C to **XXXXX**

Call **090 XX XX XX XX**



Visit [itv.com/win](http://itv.com/win) or [stv.tv/win](http://stv.tv/win)

Post name, answer & phone number to:  
DAY xx16, PO Box 7558, Derby, DE1 0NQ

**Note:** The words “text”, “call” “visit” and “post” should be the SAME SIZE. The text, call, website and postal address details can be smaller.

(Smaller text beneath - must be at least 16 television lines high for SD and 30 television lines high for HD and in vision throughout the number read, **the wording should rotate** after 'no info' in graphic 1 and then again after 'access charge' in graphic 2)

**ROLLING GRAPHIC 1**

Texts cost £X.XX+1 std rate message. To refuse marketing messages end SMS with NO INFO.

**ROLLING GRAPHIC 2**

Calls cost £X.XX + network access charge. Online entry costs £X.XX. For special offer entry costs, where applicable, see [itv.com/win](http://itv.com/win).

**ROLLING GRAPHIC 3**

18+. Entries after lines close at [xx[am/pm]] on [DAY/DATE] will not count & may still be charged. Post closes at least three working days later. [This prize draw opened on XXX] [and runs across XXX & XXX, entries will be pooled]. See T&Cs and Privacy Notice at [itv.com](http://itv.com) or [stv.tv](http://stv.tv)

**Prize Draw Example (Postal Free Entry)**

**Verbal**

You could win [PRIZE DETAILS], courtesy of [PRIZE PROVIDER]

For your chance to win:

Call **090XX XX XX XX**. Calls cost X pound XX plus your network access charge.

Or text [keyword] to **XXXXX**. Texts cost X pound XX plus one standard network rate message.

Or go to the website, entries cost XXX / XX.

Or send your name and phone number by post to [Insert details of PO Box address]

Entrants must be 18 or over. Lines close at [xx][am/pm] on [DAY/DATE].

**Graphic**

[Prize provider logo may be shown for no more than five seconds during prize description and should not be unduly prominent]

[BRIEF PRIZE DESCRIPTION]



(Large text—show all or rotate to match verbal)

Call **090 XX XX XX XX**

Text [keyword] to **XXXXX**

Visit **itv.com/win** or **stv.tv/win**

Post Name & phone number to [Insert PO Box Address]

**Note:** The words “text”, “call” “visit” and “post” must be the SAME SIZE. The text, call, website and postal address details can be smaller.

(Smaller text beneath - must be 16 television lines high for SD and 30 television lines high for HD and in vision throughout the number read, **the wording should rotate** after ‘no info’ in graphic 1 and then again after ‘access charge’ in graphic 2)

**ROLLING GRAPHIC 1**

Texts cost £X.XX+1 std rate message. To refuse marketing messages end SMS with NO INFO.

**ROLLING GRAPHIC 2**

Calls cost £X.XX + network access charge. Online entry costs £X.XX. For special offer entry costs, where applicable, see itv.com/win.

**ROLLING GRAPHIC 3**

18+. Entries after lines close at [xx][am/pm] on [DAY/DATE] will not count & may still be charged. Post closes at [xx][am/pm] on [DAY/DATE] [[or] at least three working days later]. [This prize draw opened on XXX] [and runs across XXX & XXX, entries will be pooled]. See T&Cs and Privacy Notice at itv.com or stv.tv.