

RIGHTMOVE PRODUCT GUIDELINES New Homes

DEFINITIONS

“Core Membership” means the basic Services to which You are entitled in return for your Core Membership Fee.

“Additional Products” means the additional Services which You can purchase on top of your Core Membership.

“Package” means one of our alternative membership contract options. Currently, in addition to the Standard Core Membership, there are the following alternative Membership Package options: our Gold Package and Premium Package.

“Package Threshold” means your minimum net product spend (e.g. after all Package discounts) required for you to remain eligible for Your Package. **“Product Request Form”** means the form You complete when committing to purchase Additional Products, or an alternative Package. This Form details the Additional Products and/or Packages to be taken, the rates that are applicable for those Products and/or Packages and the minimum contract length for those Additional Products or Packages

GENERAL

1. These Product Guidelines should be read in conjunction with the Rightmove General Membership Terms & Conditions.
2. If there is any conflict between the Product Guidelines and the Rightmove General Membership Terms & Conditions, the Rightmove General Terms and Conditions prevail.
3. By applying for Rightmove Additional Products or Packages detailed on the Product Request Form(s) You acknowledge and confirm that:
 - 3.1. Your Membership shall be subject to both our current General Membership Terms and Conditions, as well as the current Product Guidelines;
 - 3.2. You will comply with all obligations contained in the Product and Package Guidelines that apply to the Product or Package that you have purchased; and
 - 3.3. If in Our opinion You breach these Product and Package Guidelines and we take any action to remedy your breach, You will remain fully liable to pay Us charges which apply to the selected Product or Package for the remainder of the contract term.
4. Products or Packages purchased by You may be terminated or suspended by You or Us in accordance with Clauses 10.3 and 10.4 of our General Membership Terms and Conditions.
5. If Your Package is terminated by You or Us, you agree to pay the prevailing rate for your Core Membership and any Additional Products you continue to purchase.

PRODUCT GUIDELINES

1. **General Product Guidelines**
 - 1.1. Any Product purchased by You will commence on the latter of the date specified and agreed by Us or alternatively the date upon which You are notified by Rightmove that the complete package of Your selected Rightmove additional advertising products or services first become live and available for Your use on the Rightmove Platforms (“the Effective Date”).
 - 1.2. Any initial ‘part month’ periods will be charged pro-rata to the full calendar monthly cost.
 - 1.3. After the minimum contract term of each product, the product contract will continue to be purchased by You on a rolling monthly basis until You provide at least one month’s notice to terminate at the end of the subsequent calendar month.
 - 1.4. We reserve the right to change the pricing of any of our products, as long as You are outside the initial term of your product contract, and we give you at least 30 days’ notice in writing.

2. General Product Guidelines – Property Product Guidelines

- 2.1. Property Products means the Rightmove Premium New Home, Featured New Home and Spotlight products.
- 2.2. We reserve the right to remove any properties from Premium New Home, Featured New Home or Spotlight which:
 - 2.2.1. Contain property images or text relating to anything other than a property for sale, including, but not restricted to, images of properties modified to include other text or;
 - 2.2.2. Are not currently for sale or;
 - 2.2.3. Contain logos which are not a unique trading style of Your business or which do not belong to You or;
 - 2.2.4. In the case of properties being marketed that are newly built homes, contain property details of a substantially similar or identical type to those currently displayed by You in another Featured New Home or;
 - 2.2.5. Are not displayed in the appropriate Featured New Home for the type of marketing required.

3. Property Products - Featured New Home

- 3.1. Product description:
 - 3.1.1. Property displayed as a Featured New Home will appear at the top of such search results pages of Our Platforms as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured New Home will appear.
- 3.2. Product pricing:
 - 3.2.1. Featured New Home boxes are charged per calendar month, per box, on a subscription basis. Any 'part month' period will be charged pro-rata to the full calendar month cost.
 - 3.2.2. Where a Featured New Home box has been provided by Us to You and is used by You to display property at any time during a particular calendar month, the Featured New Home may be charged by Us to You at the full rate applicable for that month, irrespective of the actual number of days that You have chosen to display property within it.
- 3.3. Standard contract minimum term: 1 complete calendar month or the life of the development, whichever is shorter.
- 3.4. Product usage constraints:
 - 3.4.1. Featured New Home boxes will be allocated to specific developments by Us.
 - 3.4.2. You will ensure that an individual property listing will only appear in a single Featured New Home purchased by You at any time.
 - 3.4.3. You have the right to nominate any of Your property listings to appear in a Featured New Home, provided that:
 - 3.4.3.1. Any such properties are currently offered by You as 'for sale' or 'for let' and;
 - 3.4.3.2. You or Your Client have received an instruction at Your location to which the Featured New Home is allocated from a third party to sell/ let such property or land or alternatively the property is newly built and is being both developed and sold by You.
 - 3.4.4. Subject to the following provisions of this clause and clauses 1.2.4 and 1.2.5, You may, at Your discretion, change the property listing which is displayed in a Featured New Home. We do reserve the right to restrict at Our discretion:
 - 3.4.4.1. The number of individual property listings placed in a particular Featured New Home and;
 - 3.4.4.2. The number of times each property is nominated by You to appear in a particular Featured New Home.
 - 3.4.5. If You change the property listing displayed in a Featured New Home via Rightmove Admin within RightmovePlus We will use reasonable endeavours to reflect those changes on Our Platforms within 15 minutes.
 - 3.4.6. If You ask Us to change the property listing displayed in a Featured New Home, We reserve the right to limit such changes to 1 per week for each member Location.

4. Property Products - Premium New Home

4.1. Product description:

- 4.1.1. The Premium New Home product ("Premium New Home") is an enhanced advert with a digital sticker and single brand logo applied on Our Platforms in the natural search listings.
- 4.1.2. Premium New Home is applied to all property listings on the selected development.
- 4.1.3. Once applied, You cannot transfer the Premium New Home to another development.

4.2. Product pricing: Premium New Home is charged per calendar month on a subscription basis. Any "part month" period will be charged pro-rata to the full calendar month cost.

4.3. Standard contract minimum term: 3 complete calendar months or the life of the development, whichever is shorter.

4.4. Product usage constraints:

- 4.4.1. The purchase of the Premium New Home product entitles You to configure all property listings of the relevant Development as Premium New Homes on Our Platforms.

5. Property Products - Spotlight

5.1. Product description:

5.1.1. The Spotlight Product ("Spotlight"), consists of two separate elements:

- 5.1.1.1.A "Digital Sticker" - We will apply a form of Digital Sticker to individual property details contained within Your summary listing results displayed on Our Website.
- 5.1.1.2.An "Offer Summary" - We will incorporate additional text contained within a text box positioned within the property detail pages of Your relevant developments and Your development profile pages displayed on Our Website.

5.1.2. Spotlight is applied to all property listings on the selected development.

5.2. Product pricing: Spotlight is charged per calendar month on a subscription basis. Any "part month" period will be charged pro-rata to the full calendar month cost.

5.3. Standard contract minimum term: 3 complete calendar months or the life of the development, whichever is shorter.

5.4. Product usage constraints:

- 5.4.1. The design, content, colour scheme and appearance of the Digital Stickers will be determined by Us.
- 5.4.2. We reserve the absolute right to create and apply Guidelines that may restrict the content of the relevant Offer Summary and We may prevent advertising for certain services being contained within the Offer Summary.
- 5.4.3. Where You display details of third party's' products and services within the Offer Summary You agree that any such details are also subject to these terms and conditions and You will take all proper and reasonable steps to ensure that the details displayed comply fully with all relevant legislation, regulations and standards that may be applicable.
- 5.4.4. Any agreement which You enter into with a third party for the supply of content for Offer Summary must incorporate the minimum terms of this contract. Such content We may determine at Our sole discretion from time to time.
- 5.4.5. You will not at any time re-sell the Offer Summary and will not allow the display of material sourced from a third party within the Offer Summary unless that material forms an intrinsic element of Your proposition aimed at consumers who are Users of Our Website.
- 5.4.6. You will provide consumers who are Users of Our Website with full details of any promotional offers contained within the Offer Summary by You upon reasonable request.

6. General Product Guidelines - Rightmove Active Display Product Guidelines

6.1. Rightmove Active Display Products means the Rightmove Featured Developer, Local Homepage. "Your Advertisement" means any image, text, website link or other material provided by You which we display or embed in any page of Our Platforms as part of any Rightmove Active Display Product.

- 6.2. Rightmove Active Display Product pricing: Rightmove Active Display Products are priced at a search term level, given the expected number of searches in a typical month.
 - 6.3. All Advertisements in the UK, including marketing claims made on websites, have to adhere to The UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code). The Code is administered by the Advertising Standards Authority.
 - 6.4. You agree that, where Your Advertisement includes any form of promotion or offer from You, the following text (or such alternative text which We approve in writing before it is used) will appear within the advertisement – “Conditions Apply – Contact agent for details” and the text will appear in a format that We in Our sole discretion decide will be legible to a User viewing the Advertisement. We reserve the right to suitably amend any advertisement copy or layout which You submit to Us for publication to ensure that it complies with this condition.
 - 6.5. We reserve the right to remove any Advertisement which, in Our opinion, is in breach of these Terms or of Our Editorial Guidelines for Display and Search-Based Products.
 - 6.6. Your Advertisement will appear on such pages as We may in Our sole discretion provide to Users where in Our sole discretion Your Advertisement is eligible to be displayed.
 - 6.7. You acknowledge that the visibility of Your Advertisement on the page will be dependent on the technical configuration of the User's computer, and We do not warrant that Your Advertisement will be visible to all Users.
 - 6.8. We reserve the absolute right in Our sole discretion to:
 - 6.8.1. Refuse to approve and display any particular designs of Advertisement; and/or
 - 6.8.2. Restrict the display of images, emblems and logos; and/or
 - 6.8.3. Refuse to apply any particular link to Your Advertisement; and/or
 - 6.8.4. Remove a logo or image from Your Advertisement if the applied logo or image is not a unique trading style of Your business or if You cannot prove to Our reasonable satisfaction that You have the right to display a logo or image which does not belong to You; and/or
 - 6.8.5. Create and apply Guidelines that may restrict the content of Advertisements and prevent advertising for certain services.
 - 6.9. If You ask Us to change any images, text, link or other details of Your Advertisement We reserve the right to limit such changes to 1 per calendar month for each Advertisement.
 - 6.10. We reserve the right in Our sole discretion to modify, withdraw or suspend the availability of any Rightmove Active Display Product without prior notice. In the event that the product is withdrawn or suspended by Us, We will refund to You on a strictly pro-rata basis such proportion of any payment which You have already made in respect of the Rightmove Active Display Product, by reference to the time period during which the product was no longer made available to You by Us.
 - 6.11. Proof of advert will be sent to the email address supplied two full working days prior to going live on site. We reserve the right to make the Advertisement (s) live if We do not hear from You within those two working days.
- 7. Rightmove Active Display Products - Featured Developer Sales and Featured Developer Lettings (The Feature Developer Lettings product can only be purchased with the matching search term for the Featured Developer Sales product)**
- 7.1. Product description:
 - 7.1.1. The Featured Developer Product ("Featured Developer") is where Your Advertisement will appear within such search results pages of Our Website as We may in Our sole discretion provide to Users. We do not guarantee on which page of the relevant search results displayed to a User a particular Featured Developer will appear.
 - 7.2. Standard contract minimum term: 1 complete calendar months from the date the product becomes chargeable.
 - 7.3. Product usage constraints:
 - 7.3.1. Requests by You to amend creative before going live must be made within 2 full working days (any day other than Sundays, Saturdays or bank holiday on which legal business can be conducted) of proof being

supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.

- 7.3.2. Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement(s) must be published live on Our site (Go Live date) within 9 days of contract date.

8. Rightmove Active Display Products - Local Homepage and Homepage for Mobile

8.1. Product description:

8.1.1. The Local Homepage Product ("Local Homepage") is the display of Your advertisement on the search criteria page of Our Platforms.

8.1.2. Local Homepage and Homepage for Mobile are joint products and are sold together.

8.2. Standard contract minimum term: 1 complete calendar month.

8.3. Product usage constraints:

8.3.1. Requests by You to amend creative before going live must be made within 2 full working days (any day other than Sundays, Saturdays or bank holiday on which legal business can be conducted) of proof being supplied. Further amendment requests by You once live on site are limited to one per calendar month and can take up to 10 working days to be updated on Our site.

8.3.2. Creative and/or creative content must be supplied by 5pm on the Final Reservation Date or the search term(s) selected will be released. Advertisement (s) must be published live on Our site (Go Live date) within 9 days of contract date.

9. General Product Guidelines – Rightmove Active Campaigns

9.1. Product description:

9.1.1. There are seven separate products:

9.1.1.1. **Targeted Email Campaigns** offer You a broadcast by Us to a targeted group of our Users.

9.1.1.2. **Re-mail Campaigns** can be purchased after the broadcast of a Targeted Email Campaign. The Re-mail Campaign will be sent to the same group as the original Targeted Email Campaign. The Re-mail Campaign must be broadcast within 15 working of the original Targeted Email Campaign.

9.1.1.3. **Regional/National Email Campaigns** offer You access to a broadcast by Us to a relevant audience of Our Users interested in a specific region as defined by Us.

9.1.1.4. **EarlyBird Email Campaigns** are available at a discount if booked between September 1st and December 31st to be broadcast at a specified time during the following calendar year.

9.1.1.5. **Follow Up Email Campaigns** can be purchased after the broadcast of a Regional/National Email Campaign. The Follow Up Email Campaign will be sent Users that opened the original Regional/National Email Campaign and clicked on a link within it. The Follow Up Email Campaigns must be broadcast within 15 working days of the original Regional/National Email Campaign.

9.1.1.6. **Targeted SMS Campaigns** can be purchased in conjunction with either a Targeted or Regional/National Email Campaign. The SMS Campaign will be sent to a targeted group of our registered Users, for whom we have a mobile telephone number on record.

9.1.1.7. **Facebook Campaigns** can be purchased in conjunction with either a Targeted or Regional/National Email Campaign. The Facebook Campaign offers you a branded advert on the social media platform Facebook, served only to a targeted group of our Users.

9.2. Rightmove Active Campaign pricing

9.2.1. Rightmove Active Campaign prices are available from Your account manager and depend on product type and/or the number of Users to which we send or serve the campaign.

9.2.2. Should You be eligible for a discounted Targeted Email Campaign in any given month We will inform You on the first working day of that month. The discount will only apply to Targeted Email Campaigns booked during that calendar month and broadcast within 15 working days of the booking date.

9.3. Product usage constraints:

- 9.3.1. Our Rightmove Active Campaigns will only be served by Us to a relevant group of our Users as defined by Us. Unique identifiers (such as email addresses) that We use to contact our Users on behalf of Our clients will not be shared with any third party.
- 9.3.2. Match Counts (the number of unique email addresses or mobile numbers drawn from Our User database We will broadcast Your Campaign to) are only valid for 15 working days. We offer a free quotation service based on estimated Match Counts.
- 9.3.3. Regional/National Email Campaigns:
 - 9.3.3.1. Are only confirmed on the basis of a signed copy of the Rightmove Active Campaign Membership Form or an email from You confirming Your wish to proceed.
 - 9.3.3.2. Regional/National Campaigns booked as an EarlyBird Email Campaign will only be confirmed on the basis of a signed copy of the relevant order form.
 - 9.3.3.3. Are booked on strictly first come first served basis.
- 9.3.4. Targeted Email Campaigns:
 - 9.3.4.1. A campaign attracts a service charge of £100+VAT per order.
 - 9.3.4.2. The campaign service charge is waived upon successful broadcast of the campaign.
 - 9.3.4.3. Failure by You to authorise broadcast of a campaign before Your database Match Count expires constitutes cancellation and will incur the campaign service charge.
 - 9.3.4.4. Should You wish to proceed with a campaign after Your database Match Count expires We will treat the campaign as a brand new order.
 - 9.3.4.5. A minimum order spend of £350 + VAT applies to each campaign.
- 9.3.5. Each HTML template design created by Rightmove is valid for 6 months and must be amended for each new Email Campaign broadcast send. Amendments will incur a fee. Where You or Your supplier provides the creative for Your Email Campaign We will send it as received (i.e. without verifying any links or content) unless We have to make any editorial or content changes to conform to Our editorial or technical standards. If We make any significant changes, We will send You the revised version as it would be received and ask You to authorise broadcast.
- 9.3.6. We will send you the final advert proofs at least 2 hours prior to broadcast. You should rigorously test all the relevant links You require. We will not be responsible for either mistakes or faulty/incorrect/missing links once sent. Unless We hear from You, We will deem the adverts approved.
- 9.3.7. All artwork assets must be emailed to DigitalMarketing@rightmove.co.uk no less than 3 working days prior to the agreed broadcast date. Any late artwork that delays the campaign go-live will potentially incur charges.
- 9.3.8. We will endeavour to serve Your campaign at the time You prefer, however We reserve the right to vary the go-live date to accommodate Our other communications and manage the number of campaigns received by Our Users.
- 9.3.9. Moving/rescheduling a Regional/National Email Campaign by You within 10 working days of the broadcast date will incur a 15% surcharge.
- 9.3.10. A scaled cancellation fee will apply to bookings not honoured by You: 25% of the order value if cancelled within 15 working days of broadcast, 50% within 10 working days and 100% within 5 working days.
- 9.3.11. We will only publish Rightmove Active Campaigns that meet Our technical and editorial standards and We retain editorial control over all communications sent by Us to Our Users.
- 9.3.12. We reserve the right to refuse Your application for access to Our Rightmove Active Campaign service. No application for membership of Our Rightmove Active Campaign services placed by You will be deemed to be accepted by Us until We confirm Your Membership. We are not obliged to accept any application for membership by You nor give You reasons for declining or terminating Your Membership.
- 9.3.13. We reserve the right to refuse to serve a Rightmove Active Campaign relevant to one or more of Your Locations if the properties available at that Location have not been continuously advertised on Our Platforms for at least 30 days in the absence of written notice.

10. The Property Alert Sponsor Product

10.1. Product description:

10.1.1. Email property alerts are sent to Our registered Users, upon their request, to update them on properties added to or amended on Our Platforms.

10.1.2. Property Alert Sponsor (PAS) displays Your Advertisement in email property alerts.

10.2. PAS availability and pricing:

10.2.1. PAS will only be available if Your development is on The Gold or Premium Package. The product options available are:

10.2.1.1. Gold or Premium Monthly (mandatory) - Up to 1,000 inserts sent each calendar month

10.2.1.2. Gold and Premium Top Up – Additional volume of inserts can be purchased to market Your development

10.2.1.3. Gold and Premium Monthly orders will be sent to alerts saved that match the development location as set by Rightmove. E.g. either sub town or town/city.

10.2.2. All Gold and Premium Monthly orders will have a start date of the 1st of the month.

10.3. Product usage constraints:

10.3.1. We will display Your Advertisement in email property alerts that match the locations specified in Your Campaign, up to the maximum number of inserts ordered.

10.3.2. Where more than one member has purchased Property Alert Sponsor for a given search area the relevant Advertisements will be inserted in a random order.

10.3.3. As emails cannot be recalled once sent, once the campaign has started we will activate the billing process for the full amount.

10.3.4. As Our email database is dynamic and updated in real time by Users and alerts are only sent when matching properties become available, we cannot guarantee a particular start or stop date for Your Campaign. Your account manager will be able to provide estimates of when the Campaign will be activated and be complete.

10.3.5. We consider the Advertisement You submit to us for a Campaign to be the final version. Once emailed, an Advertisement physically cannot be altered or withdrawn so You MUST ensure there are no mistakes and You are happy for it to be broadcast. This is vital if You are purchasing high volumes or records which could be completed in a short space of time. We will not be held responsible for inaccuracies, errors or imperfections in any Adverts You submit to Us.

10.3.6. If Your development sells out while the Advertisements are being broadcast, we can stop the campaign within 2 working days of receiving notification. You will still be invoiced for the full ordered volume and no refund will be available for any advertisements not delivered.

10.3.7. Clauses 5.3, 5.4, 5.7 and 5.8 also apply to PAS.

10.3.8. If You cannot supply PAS artwork You can choose an Advertisement template designed by Rightmove. A proof of the Advertisement will be sent to You prior to the delivery of the campaign. Please note all artwork will take a minimum of 5 working days to produce.

10.3.9. The Advertisement used must relate to a development marketed in the location of the property alert. Out of area alerts can be purchased but relevancy of the banner to the audience will be at the discretion of Rightmove.

10.3.10. The Advertisement will link to the relevant development microsite page on Our Website.

PACKAGE GUIDELINES

1. General Package Guidelines

1.1. We have 2 Packages: Gold and Premium

1.2. Our Packages will operate for a minimum period of 3 complete calendar months (or for an extended period that Rightmove agrees at its sole discretion) depending on the option selected, commencing from the Effective Date as agreed by Us and ending on the final day of the complete calendar month at least 3 full calendar months later ("the Term").

- 1.3. At Our sole discretion we reserve the right to change the minimum monthly spend threshold and/or discount of any Package. Where this is the case we will notify You of this in writing at least 30 days in advance of the change.
- 1.4. Gold Package thresholds:
 - 1.4.1. Your Gold Package core membership rate is contingent on You continuing to meet the monthly spend per calendar month of Your Package. If You fail to meet Your monthly spend threshold, You will no longer be eligible for Your Gold Package core membership rate and Rightmove reserves the right to either increase your core rate to the prevailing Standard Membership core rate or bill you for the difference to your threshold.
 - 1.4.2. The Gold Package threshold is applied either on a per development basis, or if agreed by Us, at a Region level based on the average monthly spend per Gold development.
- 1.5. Premium Package thresholds:
 - 1.5.1. The Premium Package has a minimum monthly spend threshold per calendar month. If you fail to meet Your monthly spend threshold, You will no longer be eligible for Your Premium Package and Rightmove reserves the right to either increase your core rate to the prevailing Standard Membership core rate or bill you for the difference in your threshold.
 - 1.5.2. The Premium Package threshold is on a per development basis only, or if agreed by Us, at a Region level based on the average monthly spend per Premium development.
- 1.6. Additional benefits for developers purchasing our Premium Package:
 - 1.6.1. We agree that during the Term of the Agreement, subject to commitment by You to spend a minimum monthly spend threshold per calendar month as detailed in clause 1.5.1. You will receive Your Core Membership free of charge each month, for each development your Premium package applies to.
- 1.7. Rightmove additional advertising products or services that are eligible towards any Package discounts are (unless otherwise specified): Featured Developer, Local Homepage and Featured New Home, as long as these products are chargeable to You.
- 1.8. At the end of the Package Term, the contract will continue on a rolling monthly basis until You provide at least one full calendar month's written notice to, expire at the end of the calendar month, otherwise termination will roll forward to the end of the subsequent calendar month.
- 1.9. In the event of Termination of your Package being served by Us or You, You agree to pay the prevailing rates for Your core membership and any additional advertising products or services that continue to be purchased after the Termination of Your Package.

COMING SOON GUIDELINES

2. General Coming Soon Guidelines

- 2.1. Coming Soon description:
 - 2.1.1. Where You use display advertising solely to direct traffic to a microsite on Your website but there are no summary listings.
- 2.2. Coming Soon pricing
 - 2.2.1. The Coming Soon membership has a minimum monthly spend commitment per calendar month on Display and Search Based Products (Featured Agent, Local Homepage).
 - 2.2.2. We agree that during the Coming Soon membership, subject to commitment by You to spend a minimum monthly spend threshold per calendar month as detailed in clause 2.2.1 and on Your signed contract. You will receive Your Core Membership free of charge each month.
- 2.3. Coming Soon Conversion
 - 2.3.1. Developments are deemed to be live if they are present on Your website with pricing. At this point, Your Coming Soon period ends.
 - 2.3.2. Your Core Membership and any Package will be charged from the commencement date of Your live Development as detailed in clause 2.3.1.
 - 2.3.3. Your Core Membership and Package will operate for a minimum contract Term as stated on Your signed contract and will continue on a monthly rolling contract thereafter.

1. General Offer Guidelines

- 1.1. Offers will apply only to You where You are specifically notified by Us of Your qualification and if You select a package or Rightmove additional advertising products of services from the options agreed and offered to You by Us.
- 1.2. Any offer expiry date will be detailed on your membership form and will be separate to go live dates of your Core Membership and/or Additional Products.
- 1.3. Rightmove reserves the right to withdraw the availability of any Offer at any time.