

**STARHUB'S ADVERTISING CONTRACT GENERAL TERMS AND CONDITIONS**

**ABOUT THESE ADVERTISING CONTRACT GENERAL TERMS AND CONDITIONS**

These are our general terms and conditions for Advertising Contracts with the Advertiser and the Agent ("**Advertising Contract General Terms and Conditions**"). Together with (i) the Advertising Contract duly executed by all Parties, (ii) our prevailing Rate Cards, (iii) the applicable Service Specific Terms and Conditions, (iv) the Insertion Orders and (iv) the signed annexes, appendices and schedules (if any), they form the Agreement between us, the Advertiser and the Agent.

**CONFLICT OR INCONSISTENCY**

If there is any conflict or inconsistency between any provisions forming this Agreement, the documents shall be construed in the following order of precedence:-

- (i) the Advertising Contract;
- (ii) our prevailing Rate Cards;
- (iii) the applicable Service Specific Terms and Conditions;
- (iv) the Insertion Orders;
- (v) the Advertising Contract General Terms and Conditions; and
- (vi) the signed annexes, appendices and schedules (if any).

In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency will be resolved in our favour.

If there is any inconsistency between different versions of the Advertising Contract General Terms & Conditions and/or any applicable Service Specific Terms and Conditions, the most recent version on our website will prevail.

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**I. DURATION**

This Agreement shall be for the duration of the Contract Period as specified in the Advertising Contract..

**2. APPOINTMENT OF AGENT**

This paragraph sets out the terms and conditions relating to the appointment of the Agent by the Advertiser.

- 2.1 Where (i) an Agent has been specified in the Advertising Contract or (ii) any third party media agency purports to act on behalf of and as agent of the Advertiser, the Advertiser confirms that it has appointed such party as its agent and authorised representative with respect to all matters relating to this Agreement including the execution of this Agreement on behalf of the Advertiser, submission of Insertion Orders and Materials, and issuance of any instruction, direction or agreement for executing this Agreement.
- 2.2 Each Agreement entered into by us, shall be valid, binding and enforceable upon both the Advertiser and the Agent jointly and severally, even if the Advertiser or the Agent may not have signed on the Agreement or done so effectively, and regardless of the incapacity, liquidation or bankruptcy of the other Party (being the Advertiser or the Agent as the case may be).
- 2.3 The Advertiser agrees that it shall be bound by the terms and conditions of this Agreement as if it were a Party to this Agreement and shall procure that the Agent complies with all terms and conditions of this Agreement.
- 2.4 The Agent represents and warrants that it has full capacity and authority to enter into, execute and perform this Agreement on behalf of the Advertiser and shall be fully liable to us as the Advertiser under this Agreement.
- 2.5 Where we receive conflicting instructions, requests or other notices from the Advertiser, the Agent, or any other agent purporting to act on behalf of the Advertiser, we may act on any such instruction, request or notice to the exclusion of others and/or deal with any one of such parties as we decide.
- 2.6 The Advertiser shall fully defend, indemnify and hold us and our Affiliates harmless against all Liabilities suffered by us and our Affiliates arising from acts, omissions, breaches, defaults, representations, or warranties made by the Agent. We shall not be liable to the Advertiser for having complied with and/or followed the instructions and/or directions of the Agent. Our rights and the rights of our Affiliates under this Agreement shall not be affected by any dispute or claim as between the Advertiser and the Agent.

### 3. ADVERTISING SERVICES

This paragraph sets out how the Advertiser may procure our Services and the respective rights and obligations relating to the content and Materials submitted to us by the Advertiser or its Agent.

- 3.1 The Advertiser may itself or through its Agent, procure from us and/or our Affiliates, the Services set out in the Advertising Contract.
- 3.2 The Advertiser is solely responsible for (i) the content and Materials provided to us to be communicated, transmitted, exhibited and published as part of the Services, and (ii) dealing with all responses, feedback or queries arising from such content and Materials. The Advertiser shall assume all Liabilities for all claims, actions, and proceedings made against us by a third party arising from the content and Materials, including all costs associated with defending against such claims, actions or proceedings.
- 3.3 We may decide whether to communicate, broadcast, transmit, print, publish or upload any or all content or Materials submitted by the Advertiser or its Agent. We may refuse, reschedule or postpone the communication, broadcast, transmission, printing, publication or uploading of any such content or Material, without giving any reason even if (i) any payment for such Service has been accepted or (ii) any part, installment or item of such content or Material has been communicated, broadcast, transmitted, printed, published or uploaded.
- 3.4 In addition, we may alter, edit and modify any content or Materials which we consider may violate any of the representations and warranties referred to in paragraph 7, without any liability to the Advertiser or the Agent.

### 4. MATERIALS AND DELIVERY

The Advertiser shall comply with our requirements and processes regarding the delivery of Materials as set out in the Service Specific Terms and Conditions.

### 5. CHARGES AND PAYMENT

This paragraph sets out how the Advertiser and the Agent should pay the Charges under this Agreement.

#### 5.1 Paying for the Services

5.1.1 **Charges incurred:** The Advertiser and/or the Agent shall be jointly and severally liable for all Charges incurred under this Agreement whether or not the Services are used by the Advertiser or any other party.

5.1.2 **Invoice:** Unless the Advertising Contract states otherwise, the Advertiser authorises us to invoice the Agent on the Advertiser's behalf. Such invoice shall constitute due notice to the Advertiser and shall not impair or limit the joint and several liability of the Advertiser and the Agent. Payment by the Advertiser to the Agent shall not discharge the Advertiser's liability to us.

#### 5.2 How we calculate the Charges

5.2.1 **Calculation of Charges:** Charges shall be calculated based on our records, or, where applicable, the records given to us by a Service Provider.

5.2.2 **Recurring Charges:** If there are any recurring Charges for the Services, these apply for the full period that they relate to. While we do our best to ensure that the Charges are as up to date as possible, Charges incurred for the Services could be included in the bill in the next billing cycle.

5.2.3 **Billing cycle:** We send out bills at monthly intervals, but if the Advertiser's usage is more than or likely to be more than a pre-set limit, we may send a bill outside of the Advertiser's usual billing cycle, to alert the Advertiser that it has exceeded the limit.

5.2.4 We may change our billing cycles and send out bills at such intervals and on such dates as we decide.

### 5.3 How to pay

5.3.1 **When Charges are due:** The Charges are due when the bill is issued. The Advertiser and/or the Agent must pay the Charges by the payment date set out in the bill. Unless we state otherwise, all Charges are payable in Singapore dollars. Unless there has been fraud or manifest error on our part, subject to paragraph 5.3.2 below, each bill is conclusive evidence against the Advertiser and/or the Agent of the accuracy and completeness of all matters stated in it. The Advertiser and/or the Agent must pay all Charges without any counterclaim, deduction, set off or withholding. Time is of the essence in the payment of all Charges and Taxes. We shall not provide Services under this Agreement until we have received timely payment of any applicable Charges.

5.3.2 **Disputed bill:** This paragraph sets out what the Advertiser should do if it does not agree with any Charge contained in a bill.

5.3.2.1 The Advertiser shall inform us of its reasonable objections in writing before the payment date shown on its bill.

5.3.2.2 We will investigate the matter and will respond to the Advertiser in writing within thirty (30) days.

5.3.2.3 Prior to receiving our response, the Advertiser does not have to pay the amount of the Charges that it has disagreed with. However, the Advertiser must pay all the other Charges which are not in dispute on a timely basis and in accordance with these General Terms and Conditions.

5.3.2.4 If we agree that there is a mistake in the Advertiser's bill, we will adjust its next bill accordingly. However if we do not agree, or if there is still any amount payable by the Advertiser under that bill, it will have to pay the relevant amount as soon as possible, within the period stipulated by us in our response. Our decision will be final.

5.3.2.5 If the Advertiser does not pay on time, we may charge it for any costs we incur in recovering the amount from it, and for late interest or our standard late payment fee as decided by us from time to time. Late interest is currently at 1.5% per month from the date the unpaid amount was due and payable, calculated on a daily basis.

5.3.2.6 If the Advertiser has paid a bill and wishes to contest it subsequently, the Advertiser must inform us of its reasonable objections in writing within one (1) year from (a) the date of that bill if it is a post-paid Service, or (b) the date of the Advertiser's payment if it is a pre-paid Service.

### 5.4 Taxes

The Advertiser and the Agent shall be jointly and severally liable for all Taxes (including GST). If the Advertiser or Agent is required to deduct or withhold any sum as Taxes on any amount payable to us, such amount shall be increased so that we will receive a net amount equal to the amount which we would have received in the absence of any such deduction and withholding.

### 5.5 Other Payment Matters

- 5.5.1 If the Advertiser does not pay any portion of a bill on time, we may suspend, restrict or terminate any of the Services that we provide to the Advertiser and charge the Advertiser administrative fees and/or late payment interest or fee as set out in paragraph 5.3.2 above. The Advertiser must also pay (a) all sums due under any other agreements or accounts the Advertiser has with us, and (b) all the legal, administrative and other costs we incur in relation to recovering payment from the Advertiser of all amounts due.
- 5.5.2 If the Advertiser uses more than one Service, and its payment is for less than the total amount of a bill, it shall state which Service(s) it is paying for with its payment. Otherwise we will apply the payment we receive towards any outstanding bill in such manner as we decide. If the Advertiser has more than one account with us, we may transfer any credit balance under one account to settle outstanding amounts under another account.
- 5.5.3 We may, at our discretion, authorise our Affiliates to issue bills and collect payment of Charges and moneys on our behalf.
- 5.5.4 We may charge the Advertiser and/or the Agent late interest as set out in paragraph 5.3.2 above.
- 5.5.5 We may revise our rates for the Services from time to time by giving at least thirty (30) days' prior notice. The Advertiser and Agent shall be bound by such revised rates, but only for Services procured after the notice period.

## 6. LIABILITY

This paragraph sets out our obligations to the Advertiser and the Agent in providing the Services.

- 6.1 We do not warrant or guarantee that the Services will be provided in a continuous, uninterrupted or error-free manner. The Services are provided to the Advertiser and the Agent on an "as is" and "as available" basis. The Advertiser and the Agent agree that they use the Services or rely on the Services at its/their own risk. To the fullest extent allowed by the law, we do not give any assurances, guarantees, or warranties (including any warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement), either express or implied, in relation to such Services. .
- 6.2 None of the Parties or any of the Relevant Parties shall be liable for any special, incidental, indirect, punitive, exemplary or consequential damages, losses, costs or expenses including any loss of profits, revenue, data, damages from loss of use, or business opportunity, or failure to achieve cost savings, in contract, tort or otherwise, even if such damages, losses, costs or expenses arising out of or in connection with this Agreement have been advised to the other Party.
- 6.3 Nothing in this paragraph shall limit the Advertiser's or an Agent's liability to us for:
- (a) death or personal injury resulting from either Party's negligence;
  - (b) fraud, fraudulent misstatement or fraudulent misrepresentation;
  - (c) infringement of Intellectual Property Rights;
  - (d) breach of paragraphs 7, 9.9 or 9.12; or
  - (e) the indemnity in paragraph 9.1.
- 6.4 Notwithstanding any other terms contained in this Agreement, we expressly exclude all Liabilities we may have to the Advertiser and/or the Agent, including all Liabilities in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for our benefit and that of the Service Providers whose networks are connected to each other or to our network, all companies, directly or indirectly owned, wholly or partly owned or controlled by us or any of these parties, all Affiliates, and all their officers, employees, contractors and agents or anyone else to whom we or these parties are responsible (the "**Relevant Parties**") and whether it relates to anything caused by

or resulting from anything we and/or any of the Relevant Parties do or omit or delay in doing (even if done, omitted or delayed fraudulently, wilfully, recklessly, maliciously or negligently), whether or not it is contemplated or authorised by any agreement between the Parties.

- 6.5 If we or any of the Relevant Parties are liable to the Advertiser and/or the Agent, and any of the exclusions set out in this paragraph do not apply, our and/or the Relevant Parties' aggregate Liability will not be greater than 50% of the Total Contract Value of the relevant Service provided by us. The Liabilities incurred by us and our Affiliates under this paragraph 6.5 may, at our option, be discharged by us by means of credit for such other Services as we may determine.
- 6.6 The Parties acknowledge and agree that the limitations contained in this paragraph 6 are reasonable in all the circumstances and that each Party has taken independent legal advice.

## **7. REPRESENTATIONS AND WARRANTIES**

This paragraph sets out the representations and warranties of the Advertiser and the Agent.

- 7.1 The Advertiser and the Agent each represents and warrants that:
- (a) it is authorised to enter into and perform this Agreement;
  - (b) it has the right to permit us to communicate, broadcast, transmit, print, publish or upload the content and Materials;
  - (c) any and all content and Materials (including music and/or any sound recording comprised therein) submitted to us for broadcasting, transmission, printing, publication or uploading shall not contain any content or material which may:
    - (i) be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance or harassment to any party;
    - (ii) contain false or untrue claims or representations regarding any product or service;
    - (iii) mislead or cause misrepresentation or confusion to members of the public;
    - (iv) infringe any intellectual property rights or proprietary rights (including but not limited to copyrights and music rights) of any party;
    - (v) violate any applicable law, regulation, code of practice, guideline or policy including the Censorship Requirements, the Info-communications Media Development Authority's Television and Radio Advertising and Sponsorship Code, the Advertising Standards Authority of Singapore's Singapore Code of Advertising Practice and Children's Code for Advertising Food and Beverage Products, as well as any other similar advertising codes, guidelines and policies that may be in effect from time to time;
    - (vi) market or promote any fraudulent, illegal or improper purpose, product or service;
    - (vii) be disrespectful of any local customs or standards in Singapore;
  - (d) any and all content and Materials submitted to us for communication, broadcasting, transmission, printing, publication or uploading (i) shall comply with such advertising and sponsorship guidelines and/or regulations prescribed by us from time to time, and (ii) where it relates to food and/or beverage, shall comply with the Children's Code for Advertising Food and Beverage Products and any other similar advertising codes, regulations, guidelines and policies that may be in effect from time to time, and have a duly issued Nutrition Criteria Compliance Certificate or similar certificate as may be required;

- (e) it has, and will continue, (at its own costs) to clear, obtain and maintain all necessary consents, licences, permits and/or rights (including all copyrights and music rights) which may be required for us to communicate, broadcast, transmit, print, publish or upload the content and Materials; and
- (f) the Advertiser is authorised and has all necessary consents, rights and approvals for the appointment of the Agent as its authorised representative for the purpose of this Agreement.

## 8. TERMINATION

8.1 Notwithstanding any provision of this Agreement, we shall be entitled to terminate this Agreement at any time by giving the Advertiser or the Agent at least fourteen (14) days' prior written notice.

8.2 Without prejudice to any other remedies either Party may have under this Agreement or at law, either Party shall have the right at any time to immediately terminate this Agreement by written notice to the other Party if any of the following events occurs:

- (a) the other Party fails to observe and/or perform any of its obligations (including a delay or failure by the Advertiser to make payment) under this Agreement and does not rectify the failure within fourteen (14) days of written notice by the non-defaulting Party;
- (b) the other Party becomes insolvent or bankrupt, or has a winding up petition filed against it which is not dismissed within thirty (30) days, or admits its inability to pay its debts as they mature, or makes any arrangement or composition with or assignment for the benefit of its creditors, or has distress or execution proceedings levied on its properties or assets, or has a liquidator, receiver, trustee, judicial manager or special manager or anything analogous appointed over the undertaking or property of the other Party, or ceases to carry on business; or
- (c) a Force Majeure Event exceeds the Force Majeure Period.

8.3 The expiry or termination of this Agreement will not affect any accrued rights, remedies, obligations and/or Liabilities of the Parties.

8.4 Upon any expiry or termination of this Agreement,

8.4.1 each Party shall and shall procure that their respective employees, agents and subcontractors forthwith deliver up to the other Party:

- (a) all copies of the other Party's Confidential Information and any information and data supplied by or obtained from the other Party for the purposes of this Agreement; and
- (b) all Intellectual Property in the possession or control of the first Party, and certify to the other Party that all of the above have been duly executed;

8.4.2 we shall cease to provide the Services to the Advertiser and the Agent;

8.4.3 the Advertiser shall immediately pay any unpaid amount of the Total Contract Value (whether or not this has been utilised) and all other amounts due and owing under this Agreement. The Advertiser acknowledges and accepts that the foregoing requirement to pay for the unpaid portion of the Total Contract Value (whether or not utilised) is a genuine pre-estimate of the damages that are suffered by us as a result of such termination, and not a penalty;

8.4.4 those paragraphs and provisions which by their nature should survive termination shall continue to survive including paragraphs 5, 6, 8.3, 8.4, 9.1, 9.2, 9.6, 9.7, 9.9, 9.10, 9.11, 9.12, 9.15 and 9.17, and the section on "Conflict or Inconsistency" above;

8.4.5 the Parties shall continue to perform or comply with those obligations under this Agreement which are not affected by termination; and

8.4.6 any claim which either Party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement occurred prior to such termination or suspension shall not be affected or prejudiced, and all rights of suspension or termination under this Agreement are in addition to and separate from any other rights of each Party at law.

## 9. OTHER LEGAL MATTERS

### 9.1 Indemnities

9.1.1 The Advertiser and its Agent shall jointly and severally defend and indemnify us, our Affiliates, directors, officers, employees and agents in full against any and all Liabilities arising out of or in connection with: (i) the content or messages communicated by us and our Affiliates in providing the Services; (ii) the Advertiser's use of our Services; (iii) the negligence, omission, act or breach of any representation, warranty, covenant, undertaking, condition or agreement under this Agreement by the Advertiser or its Agent; (iv) such right, claim or action as set out in paragraph 9.1.2 below; (v) such promises, representations, warranties and statements as set out in paragraph 9.1.3 below; and (vi) against any third party claims, actions or proceedings. Without limitation, this indemnity shall extend to any interest, fees or other sums whatsoever paid or payable and to any loss (including loss of profit), premium, penalty or expense which may be incurred by us.

9.1.2 If the Advertiser or its Agent has any right, claim or action against any third party or is defending any claim or action from any third party arising out of or in connection with any Material submitted to us for communicating, broadcasting, transmission, printing, publication or uploading, the Advertiser or its Agent shall pursue (or as the case may be, defend) such right, claim or action independently of and without recourse to us.

9.1.3 In addition, we shall not be liable to any third party for any promises, representations, warranties or statements made by or on behalf of the Advertiser or its Agent arising out of or in connection with the content and Materials.

9.1.4 If and to the extent that any part or provision of this paragraph 9.1 is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other part or provision and this paragraph 9.1 shall be interpreted and construed to give it the fullest possible effect in law.

### 9.2 Intellectual Property Right

9.2.1 The ownership of any materials, trademarks, tradenames, logos, content or documentation (including any advertisements, commercial, trailers, and interstitials) and any Intellectual Property Rights therein created by or licensed to any Party prior to and/or outside the scope of this Agreement ("**Excluded Materials**") shall not be affected by any provision in this Agreement.

9.2.2 Unless the Parties otherwise expressly agree in writing, we are the owner at all times of any advertisements, commercial, trailers, interstitials or other content produced by us and/or our Affiliates under this Agreement for the Advertiser (save for the Excluded Materials) (the "**Production**") and all Intellectual Property Rights in and to the Production.

9.2.3 Subject to paragraph 9.2.2, the Advertiser and the Agent irrevocably and unconditionally grant and assign to us with full title guarantee:

- (i) all Intellectual Property Rights including the entire copyright (both present and future); and
- (ii) all other rights, title and interest

in and to the Production (collectively "**Production Rights**"), for us to hold the same globally for the full period of the Production Rights including all renewals, extensions and reversions thereof, in perpetuity, to the fullest extent possible.



9.2.4 Subject to paragraph 9.2.2, the Advertiser and the Agent (i) irrevocably and unconditionally waive in perpetuity the benefit of moral rights or any similar law in any country with regard to the Production, and (ii) shall not commence or support, maintain, permit or pursue any action for infringement of any such moral rights or under such similar law.

9.2.5 Unless we otherwise expressly permit in writing, neither the Advertiser nor the Agent shall use or permit the use of any of our Intellectual Property Rights other than for the purposes of the Services.

9.2.6 The Advertiser grants and warrants to us the right to transmit the advertisements and use the Advertiser's trademarks and logos in the performance of our obligations under and for the duration of this Agreement and in our own advertising materials (where applicable). The Advertiser warrants that (i) it has all rights in and to its advertisements, trademarks and logos and (ii) our provision of the Services in accordance with the terms of this Agreement shall not infringe the rights (including any Intellectual Property Rights or other proprietary rights, moral rights and privacy rights) of any third party and shall not be defamatory of any third party.

9.2.7 Our Intellectual Property Rights and the Intellectual Property Rights of our Affiliates, all content, software and other materials existing on our television channels, websites and any other advertising property owned or operated by us and/or our Affiliates, are our exclusive property and/or the exclusive property of our suppliers. The Advertiser has not and will not acquire any proprietary rights by reason of this Agreement and our prior written approval shall be required for (i) any use by the Advertiser of the foregoing and (ii) any publicity about us and/or our Affiliates, or the programmes and/or promotions provided by us and/or our Affiliates.

### 9.3 **Conclusiveness of Records**

In the absence of fraud or manifest error, subject to paragraph 5.3.2 above, all our records relating to the Services are conclusive evidence of their accuracy and completeness.

### 9.4 **Right to Assign and Sub-license**

9.4.1 Neither Party shall be entitled to assign at law or in equity (including by way of a charge or declaration of trust), sub-license, transfer and/or deal in any other manner with this Agreement or any of its rights under this Agreement and/or sub-contract any or all of its obligations under this Agreement or purport to do any of the same without the prior written consent of the other Party (such consent not to be unreasonably conditioned, withheld or delayed), save that we are entitled to do the same with respect to any Affiliate without further notice to the Advertiser or the Agent. Any purported assignment in breach of this paragraph 9.4 shall confer no rights on the purported assignee.

9.4.2 Each Party shall execute such agreements or documents as the other Party may reasonably require, to give full effect to the assignments, agreements, sub-licences, transfers and/or subcontracts referred to in this Agreement.

### 9.5 **Changes to this Agreement**

9.5.1 We may from time to time change any of these General Terms and Conditions, the Service Specific Terms and Conditions and/or any other applicable terms and conditions for the Services the Advertiser and/or the Agent subscribe for (including tariffs, Charges, Rate Cards and payment terms). We may also from time to time withdraw, suspend, change or modify any of the Services.

9.5.2 We will try, where we reasonably can, to give the Advertiser advance notice of such changes, and we will notify the Advertiser of such changes in writing or via our website, or such other form as we may decide. The display of the revised terms and conditions on our website will constitute notice of the changes and the Advertiser's and/or the Agent's continued use of the Services will constitute acceptance of the changes.

### 9.6 **Force Majeure**

9.6.1 If the performance of this Agreement by either Party is prevented, hindered or delayed by reason of a Force Majeure Event, that Party shall be excused from such performance to the extent that it is necessarily prevented, hindered or delayed during the continuance of any such cause or circumstance and this Agreement shall be suspended for so long as and to the extent that any such cause or circumstance prevents, hinders or delays performance of this Agreement.

9.6.2 For the avoidance of doubt, neither lack of funds nor a default or misconduct by any personnel of the Advertiser or the Agent or their agent or independent contractor shall be a cause beyond the reasonable control of that Party or constitute Force Majeure Events, unless caused by events or circumstances which are themselves Force Majeure Events.

9.6.3 A Party suffering a Force Majeure Event shall promptly notify the other Party of the nature and extent of the Force Majeure Event. Notwithstanding paragraph 9.6.1, if the Force Majeure Event prevails for the Force Majeure Period, the other Party may give written notice to the Party so prevented to terminate this Agreement forthwith in which case neither Party shall have any liability to the other except for accrued rights and Liabilities.

## 9.7 Notices

9.7.1 Unless otherwise agreed, all notices, demands, requests and other non-routine communications given under this Agreement (collectively, "**Notices**") shall be in writing, signed by or on behalf of the Party giving it and in English. Notices shall be sent or delivered to the respective addresses set forth in the Advertising Contract or such other address as the intended recipient shall notify the sender in writing. Notices to us shall also be copied to both (i) Chief Enterprise Business Group at [cebg@starhub.com](mailto:cebg@starhub.com) and (ii) General Counsel at [generalcounsel@starhub.com](mailto:generalcounsel@starhub.com).

9.7.2 Notices will be deemed received:

- (a) in the case of hand delivery, on the day of delivery and upon written acknowledgement of receipt; and
- (b) in the case of pre-paid post, registered mail or courier, within three (3) days for local mail or ten (10) days for overseas mail, of such mailing or dispatch. In proving such receipt, it shall be sufficient to show that the envelope containing the Notice was duly addressed, stamped and posted/delivered.

For the avoidance of doubt, the timing for notification shall be deemed to commence only from the successful receipt of hand delivery, pre-paid post, registered mail or courier (whichever applicable), and Notices sent via email shall not be sufficient.

## 9.8 No waiver

9.8.1 If either Party does not, or if either Party delays the exercise or enforcement of any of its rights or remedies under this Agreement or law, that Party will not be considered to have waived such rights or remedies, and that Party's rights to fully exercise and enforce the same will not be affected.

9.8.2 Any waiver shall be in writing and signed by the waiving party. Where the waiver is given by us, it should also be copied to StarHub General Counsel.

## 9.9 Confidentiality

9.9.1 Each Party (the "**Receiving Party**") agrees to keep confidential any Confidential Information of the other Party (the "**Disclosing Party**") and shall not use or disclose the Confidential Information or any part of it to any person without the prior written consent of the Disclosing Party, except (i) to their directors, officers, employees, representatives and agents, their professional representatives or advisers on a need-to-know basis and provided they agree to confidentiality obligations no less onerous than this paragraph 9.9, or (ii) as may be required by law or any legal or Government Authority.

9.9.2 In addition, each Party shall (i) ensure that all Confidential Information generated or obtained in pursuance of this Agreement shall not be used for any purpose other than the fulfilment of its obligations in this Agreement and (ii) prevent any unauthorised disclosure or publication of Confidential Information of the other party

9.9.3 The Receiving Party agrees that the Disclosing Party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this paragraph 9.9, in addition to any damages or other right or remedy to which the Disclosing Party may be entitled.

9.9.4 The Parties' obligations under this paragraph 9.9 shall continue in force even if this Agreement expires or terminates, for a period of two (2) years after such expiry or termination.

#### 9.10 **Entire Agreement, Severability and No Third Party Right**

9.10.1 This Agreement contains the whole agreement between the Advertiser, the Agent and us with respect to the Services the Advertiser and/or the Agent subscribe for, and there are no other agreements or terms, written or oral, express or implied, which govern the provision by us of the Services. Each Party agrees that in entering into this Agreement, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

9.10.2 If any part of this Agreement is invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected.

9.10.3 Third parties cannot enforce this Agreement under the Contracts (Rights of Third Parties) Act (Cap. 53B).

#### 9.11 **Applicable Laws**

9.11.1 This Agreement is governed by Singapore law. Our provision of the Services is subject to the Act and we are required to comply with the directives and orders of the Regulatory Authority.

9.11.2 The Parties irrevocably submit to the non-exclusive jurisdiction of the Singapore courts for any legal proceedings relating to this Agreement. Either Party may also refer any dispute to the Small Claims Tribunal. If we agree with the Advertiser and/or the Agent (as the case may be) that arbitration would be an appropriate forum, we may jointly refer the dispute for arbitration.

#### 9.12 **Personal Data**

9.12.1 The Advertiser and the Agent each confirms its agreement to our Data Protection Policy, which may be accessed at our website.

9.12.2 We may refuse, suspend, withdraw, change, modify or terminate the provision of any Service immediately at any time if we consider that our provision or continued provision of such Service will or is likely to cause either us or any of our Affiliates to be in breach or potential breach of the PDPA.

#### 9.13 **Gifts, Inducements or Rewards**

9.13.1 The Advertiser and the Agent each warrants and represents that:

- (a) it shall comply with Chapter IX of the Singapore Penal Code (Cap. 224) and the Prevention of Corruption Act (Cap. 241);
- (b) it is aware of and shall abide by our guidelines on gifts as published on our website, as may be amended from time to time; and

- (c) in addition, neither the Advertiser nor the Agent shall directly or indirectly seek, receive or obtain from and/or offer, give or agree to give to any person or organisation any gift or consideration of any kind including any discount, rebate, commission, bribe, kickback or other inducement or corrupt payment (whether in cash or in kind), for the purpose of inducing or rewarding any favourable action by any person in relation to or in connection with this Agreement or any commercial transaction.

9.13.2 Notwithstanding any provision in this Agreement, in the event we have reason to believe that a breach of any of the representations and warranties in this paragraph 9.13 has occurred or will occur, we may (i) suspend or terminate our performance under this Agreement; and (ii) recover from the Advertiser or the Agent any loss resulting from the aforesaid suspension.

#### **9.14 No Partnership**

This Agreement is not intended to, nor shall be deemed to constitute or operate to create a partnership or joint venture or contract of employment of any kind between the Parties or to authorise either Party to act as agent for the other. Neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### **9.15 Press Release and Publicity**

Save for the Services provided under this Agreement, no Party shall (i) issue any press release or media statement relating to or regarding the existence, subject matter of or terms of this Agreement without the prior written consent of the other Party except as required by law or by any Government Authority or (ii) create, publish, distribute, or permit any written materials, which make reference to the other Party without its prior written consent.

#### **9.16 Other Provisions**

9.16.1 Subject always to paragraph 9.5, this Agreement (or any document entered into pursuant to or in connection with this Agreement) may not be modified or changed, except in writing signed by each of the Parties.

9.16.2 Each Party undertakes with the other Party that it will do such acts and things as the other Party may reasonably require for the purpose of giving to it the full benefit of this Agreement.

9.16.3 Any liability to either Party may in whole or in part be released, compounded or compromised, or time or indulgence given, by that Party in its absolute discretion without in any way prejudicing or affecting its other rights against the other Party.

9.16.4 This Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.

#### **9.17 Meanings and Interpretation**

This paragraph 9.17 sets out how certain words and phrases are used in this Agreement.

9.17.1 In this Agreement, unless the context indicates a contrary intention:

- (a) the expression "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a foundation, a partnership or a trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- (b) a reference to any statute or to any statutory provision includes any statutory amendment, modification, re-enactment or consolidation (with or without modification) of it or any

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statutory provision substituted for it and in force from time to time, and all ordinances, orders, by-laws, regulations, rules, statutory instruments or other subordinate legislation (however described) issued under it;

- (c) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (d) references to recitals, paragraphs, clauses, annexes, appendices or schedules are references to recitals, paragraphs, clauses of and annexes, appendices and schedules to this Agreement;
- (e) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (f) clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (g) a reference to "writing" does not include email;
- (h) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (i) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it.

9.17.2 This Agreement or any provision thereof shall not be construed adversely against a Party because that Party prepared or drafted it or is seeking to rely on it.

9.17.3 Any decision to be made by us or actions that we may take in this Agreement may be made at our sole discretion.

9.17.4 In this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

<b>"Act"</b>	the Telecommunications Act or as applicable, the Info-communications Media Development Authority Act 2016 (No. 22 of 2016), as may be changed from time to time.
<b>"Advertiser"</b>	the advertiser procuring the Service(s) from us under this Agreement who is named as such on the Advertising Contract, including the advertiser's successors and permitted assigns.
<b>"Advertising Contract"</b>	our standard form for the Services entitled "Advertising Contract".
<b>"Affiliate"</b>	means an organisation that is related to StarHub Ltd (i) by being directly or indirectly controlled by StarHub Ltd; or (ii) by reason of both StarHub Ltd and the organisation being controlled by a third party, and includes the successors, assigns, employees and agents of StarHub Ltd and such organisation. In this context, a person "controls" an organisation if it owns or controls (i) more than 50 percent of the shares or other securities entitled to vote for the election of directors (or other managing authority) in the organisation, (ii) more than 50 percent of the equity interest in the organisation, or (iii) is otherwise able to direct or cause the direction of the management and policies of the organisation whether by

contract or otherwise.

**"Agent"**

the advertising or media agency appointed to act for and on behalf of the Advertiser named under "Agent Name " in the Advertising Contract, including such advertising or media agency's successors and permitted assigns.

**"Agreement"**

the agreement between the Parties, comprising (i) the Advertising Contract duly executed by all Parties, (ii) our prevailing Rate Cards, (iii) the applicable Service Specific Terms and Conditions, (iv) the Insertion Orders, (v) the Advertising Contract General Terms and Conditions, and (vi) the signed annexes, appendices and schedules (if any).

**"Censorship Requirements"**

censorship standards, codes of practice, law and/or regulations of Singapore or any censorship notice from any Government Authority from time to time in force including those relating to obscene or indecent exhibition.

**"Charges"**

all charges and fees payable by the Advertiser for or relating to the Services. The Charges will be in accordance with the charges stated in a duly executed Advertising Contract, or in their absence, with our prevailing Rate Cards.

**"Confidential Information"**

- (a) any and all information and materials disclosed to, or obtained or received by, the Receiving Party, whether written or oral, in connection with this Agreement, including marketing and business plans, strategies and policies, pricing and payment terms, financial accounts and information or any dealings, transactions or affairs of the Disclosing Party;
- (b) the terms of this Agreement (other than these Advertising Contract General Terms and Conditions and Service Specific Terms and Conditions); and
- (c) documents or proprietary materials provided by the Disclosing Party marked "Restricted", "Confidential" or "Secret" or in a manner which gives notice of their confidential nature.

It does not include any information:

- (i) which is or becomes publicly available (otherwise than as a result of a breach of confidentiality by the Receiving Party);
- (ii) which was already known to or in the possession of the Receiving Party prior to disclosure by the Disclosing Party;
- (iii) which is subsequently received by the Receiving Party from a third party who has the right to disclose such information and/or who is not bound by obligations of confidentiality to the Disclosing Party;
- (iv) which is independently developed by or on behalf of the Receiving Party without use of or reference to any

of the Confidential Information; or

(v) which is required to be disclosed by law.

<b>"Contract Period"</b>	the contract period specified under "Contract Period" in the Advertising Contract.
<b>"Force Majeure Event"</b>	any cause or circumstance beyond the reasonable control of a Party including (to the extent that these are beyond such control) acts of God, war, compliance with any applicable law or requirements of any Government Authority, national emergency, acts of terrorism, accident, fire, lightning, equipment failure, cyber-attacks (including any type of offensive manoeuvre that targets computer information systems, infrastructure, computer networks or personal computer devices), computer software or software malfunction (including due to malicious software programmes), interception of online communication, identity theft, electrical power failure, faults, interruption or disruption of our network or the networks of other Service Providers, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees or the employees of our Affiliates) or epidemics of infectious diseases.
<b>"Force Majeure Period"</b>	a continuous or aggregate period of more than thirty (30) consecutive days during which a Force Majeure Event exists.
<b>"General Terms and Conditions"</b>	the terms and conditions set out in this document under the heading "Advertising Contract General Terms and Conditions".
<b>"Government Authority"</b>	any government or political subdivision thereof or regulatory body (including any department, agency or instrumentality of any of the foregoing); any court or tribunal; and the governing body of any securities exchange.
<b>"IMDA"</b>	Info-communications Media Development Authority of Singapore, its successors and/or assigns.
<b>"Intellectual Property Right"</b>	any patent, design, copyright, artist or producer right, database right, trademark, service mark, logo, trade secret, design right, right in know-how or business method (whether patented or not and whether or not the same is capable of being patented), goodwill, domain name, software code, right of confidence, right in proprietary information or industry or ancillary property right of any nature whatsoever or any application to register any of the foregoing rights, in any part of the world and whether current or prospective.
<b>"Insertion Order"</b>	means the insertion order or media schedule or booking or any other order in writing submitted by the Advertiser or the Agent and signed by the Parties.
<b>"Liabilities"</b>	all losses, damages, liabilities, costs, claims, charges, expenses, actions, proceedings or demands (including reasonable legal costs) and fines or penalties levied or brought by any Government Authority or any other liabilities on a full indemnity basis.
<b>"Materials"</b>	the advertising and/or programming materials submitted by the

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Advertiser or the Agent to us.

<b>"Parties"</b>	us, the Advertiser and the Agent, and each shall be referred to as a <b>"Party"</b> .
<b>"PDPA"</b>	the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore.
<b>"Rate Card"</b>	our list of standard published rates for the Services. The term <b>"prevailing Rate Card"</b> shall mean the version of the Rate Card prevailing at the time of the Advertiser's submission of the Insertion Orders.
<b>"Regulatory Authority"</b>	IMDA, its successors and/or assigns.
<b>"Service"</b>	such advertising service or product which we agree to provide to the Advertiser from time to time and shall include services by third parties on whose behalf we are billing.
<b>"Service Provider"</b>	any third party service provider involved in providing the Services, including without limitation any network operator or telecommunication service provider.
<b>"Service Specific Terms and Conditions"</b>	the specific terms and conditions that we impose in respect of any Service set out in this document under the applicable "Service Specific Terms and Conditions" heading.
<b>"us" or "we" or "our"</b>	StarHub Ltd (Reg. No. 199802208C) or any Affiliate as indicated on the letterhead of the Advertising Contract, and includes their successors, assigns, employees and agents.
<b>"Taxes"</b>	any and all taxes, goods and services tax, withholding tax, duties, levies and other similar charges imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by the Advertiser to us.
<b>"Total Contract Value"</b>	the total contract price of all the Services procured by the Advertiser as set out in the Advertising Contract, under the "Total Contract Value" section. For the avoidance of doubt, if an agency commission is indicated in the "Total Contract Value" section of the Advertising Contract, the Total Contract Value shall incorporate such agency commission.
<b>"Working Day"</b>	any day of the week other than Saturday, Sunday and any gazetted public holidays in Singapore.



## **SERVICE SPECIFIC TERMS AND CONDITIONS**

### **STARHUB TV ADVERTISING**

These are our Service Specific Terms and Conditions for StarHub TV advertising and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and us.

These Service Specific Terms and Conditions are to be read in conjunction with the Advertising Contract General Terms and Conditions and shall be incorporated into and form part of the Agreement. In the event of any conflict or inconsistency between the Advertising Contract General Terms and Conditions and these Service Specific Terms and Conditions, the latter shall prevail.

#### **1. FIRST BROADCAST DATE**

The Advertiser's first Broadcast Date for its advertising campaign shall be at least seven (7) days after the date of the execution of the Agreement. We shall have no obligation to carry out this Service if the first date of broadcast is requested to occur within seven (7) days of the date of the execution of the Agreement.

#### **2. INSERTION ORDER/BOOKING DEADLINE**

The Advertiser shall ensure that all Insertion Orders are confirmed with us at least seven (7) days before the relevant Broadcast Date, failing which we shall not be liable for any failure and/or delay in broadcasting the Materials. Notwithstanding the aforesaid, no Insertion Orders would be held by us without a duly executed Agreement properly delivered to us in accordance with the time-frame in paragraph 1 above. In addition to the aforesaid, we reserve the right in our absolute discretion to move any one or more of the booked spots to other timing slots, programmes and/or channels, with notice to the Advertiser and to charge the Advertiser for the same at the relevant rates.

#### **3. DELIVERY OF MATERIAL**

The Advertiser shall deliver to us the Materials at the Advertiser's own costs and risk, at least five (5) days before the intended Broadcast Date. The Advertiser shall ensure that the Materials conform to the duration of the Spots purchased. We shall not be responsible or liable to the Advertiser where the duration of the Materials exceeds the duration of the Spots purchased, and are not broadcast in full. In addition to the aforesaid, the Advertiser shall upon our request and at its own costs submit cue sheets to us providing details of all music materials comprising the Materials.

#### **4. TECHNICAL REQUIREMENT FOR MATERIALS**

4.1 The Advertiser shall deliver the Materials in MXF via digital link or AdStream direct transfer.

4.2 A production fee of S\$200 (excluding GST) per crawler shall be chargeable by us if the Advertiser requests for any crawlers to be inserted into the Materials. All additional production work carried out on the materials shall be chargeable by us at such rates to be agreed between the Parties.

#### **5. COPY INSTRUCTIONS**

The Advertiser shall deliver copy instructions to StarHub Advertising, Traffic Department at least five (5) days before the Broadcast Date. For the avoidance of doubt, Insertion Orders and/or booking instructions shall not constitute copy instructions. If copy instructions are not provided before the stipulated deadline, we shall not be liable to the Advertiser if incorrect Materials are used for the broadcast or if Materials are not broadcast. Notwithstanding the aforesaid, the Advertiser shall remain liable to pay us for any incorrect Materials broadcast and even where the Materials are not broadcast. In the event that incomplete copy instructions are given by the Advertiser or copy instructions are not received by us by the relevant deadline, we reserve the right to repeat a previous advertisement of the Advertiser of the same size or to run a House Advertisement, for which the advertiser will be liable for full payment.

## 6. USE OF SPOT BUY PACKAGES

- 6.1 Unless otherwise specified in the Agreement, the Advertiser shall ensure that for Spot Buy Packages:
- (a) the Total Contract Value is allocated on a 1:1 ratio on Prime Time and Fringe Time respectively ("**Prime Time-Fringe Time Ratio**"). For example, for an Agreement with a Total Contract Value at S\$50,000, S\$25,000 each would be allocated for Prime Time Spots and Fringe Time Spots respectively; and
  - (b) the amount of the Total Contract Value utilised on any single Channel determined by us to be a Tier I Channel ("**Tier I Channel**") shall in no event exceed 25% of the Total Contract Value, and further that the aggregate amount of the Total Contract Value utilised on any number of Tier I Channels in aggregate, shall in no event exceed 60% of the Total Contract Value. For the avoidance of doubt, the Prime Time-Fringe Time Ratio remains applicable for the purchase of Spots on each of the Tier I Channels.
- 6.2 In the event that the Advertiser fails to allocate the Total Contract Value for Spot Buy Packages in accordance with paragraph 6.1 above, we shall have the right to refuse such Insertion Orders from the Advertiser with no liability to the Advertiser.

## 7. SPOT DURATION

Subject to availability, we may, upon the Advertiser's request, agree to provide Spots at the following rates, according to the duration of the television advertisement.

Spot rate calculation for different duration	
5 sec	0.3
10 sec	0.35
15 sec	0.5
20 sec	0.7
25 sec	0.85
30 sec	1.0
35 sec	1.175
40 sec	1.35
45 sec	1.5
50 sec	1.7
55 sec	1.85
60 sec	2.0

## 8. BONUS BUDGET

- 8.1 We may from time to time, and at our sole discretion award the Advertiser a Bonus Budget the amount of which will be set out by us in the Agreement. The Advertiser may use the Bonus Budget subject to the terms and conditions in this Agreement for payment of Bonus Spots at the rate in our relevant Rate Card.
- 8.2 The Bonus Budget will remain valid for the duration of the Contract Period, and upon expiry of the Contract Period, any Bonus Budget unused will be forfeited.

## 9. BONUS SPOTS FOR STARHUB TV

9.1 Subject to the terms below, the Advertiser is entitled to use the Bonus Budget as payment for Bonus Spots provided that:

- (a) the Bonus Budget may not be used for the purchase of Bonus Spots on Tier 1 channels;
- (b) no more than 25% of the Bonus Budget allocated to it may be used for Bonus Spots on Tier 2 channels;
- (c) Bonus Spots purchased using Bonus Budget shall comprise Prime Time Spots and Fringe Time Spots in a 1:1 ratio;
- (d) Bonus Budget cannot be used to purchase Premium Spots;
- (e) Bonus Budget cannot be used to purchase Bonus Spots in the months of June, November and December;
- (f) Bonus Spots and Paid Spots must be planned into the schedule of the relevant channel(s);
- (g) a separate media schedule is required for Paid Spots and Bonus Spots; and
- (h) all Bonus Spots purchased shall be confirmed at least seven (7) Working Days prior to the Broadcast Date. If no confirmation is received by us by the aforesaid deadline, the Bonus Spots shall be inserted on a Run-on-Spot (ROS) basis and may be pre-empted by paid spots.

9.2 Notwithstanding the aforesaid, Bonus Spots are subject to availability and we have an absolute discretion in determining the date and time for the broadcast of all Bonus Spots, including confirmed Bonus Spots.

9.3 We reserve the right to refuse Insertion Orders from the Advertiser if the Advertiser fails to comply with paragraph 9.1 above, with no liability to the Advertiser.

9.4 In the event of any inconsistency between these Bonus Budget Terms & Conditions and any additional Bonus Terms & Conditions specified in the Agreement, the latter shall prevail.

## **10. TERMINATION BY ADVERTISER**

10.1 If the Advertiser terminates the Agreement after the execution of the Agreement or before the expiry of the Contract Period:

- (a) the Advertiser shall be liable to pay us a premature termination charge equivalent to 50% of the Total Contract Value if no Services have been procured by the Advertiser after the execution of the Agreement; or
- (b) if the Advertiser has utilised any Spots at advertising package rates that StarHub may offer from time to time, the Advertiser shall be liable to (1) pay us a charge equivalent to 50% of the remaining balance Total Contract Value and (2) pay for such utilised Spots at the "Revised Pricing". The Revised Pricing shall be the pricing in the Rate Card determined using the Charges paid for utilised Spots as the spend amount.

## **11. INCOMPLETE UTILISATION OF TOTAL CONTRACT VALUE**

11.1 If the Advertiser fails to utilise the Total Contract Value in full or in part during the Contract Period, upon the expiry of the Contract Period, the Advertiser shall:

- (a) if none of the Total Contract Value has been utilised, pay us a charge equivalent to 50% of the Total Contract Value; or
- (b) if some of the Total Contract Value has been utilised,

- (i) pay us a charge equivalent to 50% of the remaining balance Total Contract Value; and
- (ii) in relation to Spots utilised during the Contract Period at advertising package rates that StarHub may offer from time to time, be liable to pay us for such utilised Spots at the "Revised Pricing". The Revised Pricing shall be the pricing in the Rate Card determined using the Charges paid for utilised Spots as the spend amount.

**12. POSTPONEMENT OR AMENDMENT OF SCHEDULED BROADCAST DATE(S) AND TIME(S)**

If the Advertiser postpones or amends the scheduled date(s) and/or time(s) booked for the broadcast or transmission of the Materials, within seven (7) days before such scheduled date(s) or time(s), the Advertiser (or its Agent) shall be liable to pay us an additional Charge equivalent to 50% of the Charges that were agreed for the relevant postponed or amended Spots.

**13. INCREASE IN TOTAL CONTRACT VALUE**

The Advertiser and/or the Agent may procure additional Services at any time during the Contract Period. For the new Services, we shall charge such rates which are prevailing at the time of procurement and shall not be bound to extend any rates previously agreed to the new Services.

**14. PROGRAMME SPONSORSHIP OR CO-SPONSORSHIP**

14.1 The Advertiser may request to procure Programme Sponsorship(s) or Programme Co-Sponsorship(s) from us, and where available, may do so subject to the following terms and conditions:

- (a) we reserve the right in our sole discretion to determine whether or not the Advertiser would be an eligible or a suitable sponsor. We shall be entitled to refuse a request for sponsorship where there is already an existing sponsor in the same category as the Advertiser, where exclusive sponsorship rights have been granted to another party or for such other reasons that we consider fit.
- (b) we reserve the right to change the telecast date of the Sponsored Programme(s) or refuse to telecast the Sponsored Programme(s) without consultation with the Advertiser. We shall have no liability to the Advertiser for any failure to complete the telecast of any Sponsored Programme or series of Sponsored Programmes.
- (c) In the event that the Programme Sponsorship or Programme Co-Sponsorship is cancelled by the Advertiser prior to the first telecast date of the Sponsored Programme ("**Telecast Date**"), the Advertiser shall pay us early termination charges, as follows:

<b>Cancellation Date</b>	<b>Early Termination Charges payable by Advertiser</b>
less than one   month before Telecast Date	90% of Sponsorship Value
between 1-2 months before Telecast Date	75% of Sponsorship Value
between 2-3 months before Telecast Date	50% of Sponsorship Value

- (d) we shall have no liability to the Advertiser in the event that a Sponsored Programme or a series of Sponsored Programmes are no longer available to us for telecast on our television services.
- (e) All proposed use or exploitation by the Advertiser or the Agent in relation to the Programme Sponsorship or Programme Co-Sponsorship rights shall be subject to our prior written approval.
- (f) The Advertiser and the Agent shall comply with such guidelines, directions or instructions that we may have in relation to their representation of the Programme Sponsorship or Programme Co-Sponsorship.

(g) The Advertiser and the Agent shall not make any claim, ownership, title or interest to any goodwill, recognition or intellectual property right arising out of the programme that is being sponsored under the Programme Sponsorship or Programme Co-Sponsorship rights procured under this Agreement.

14.2 The Advertiser and the Agent shall not be entitled to claim any association to the Programme other than that expressly granted by us under this Agreement.

## 15. MEANINGS

15.1 This paragraph 15.1 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Advertising Contract General Terms & Conditions.

### What these words mean in this Agreement

**"Bonus Budget"** the amount of credit awarded to the Advertiser by us as specified in the Agreement.

**"Bonus Spot"** a Spot purchased by the Advertiser using the Bonus Budget.

**"Broadcast Date"** the date where the Materials are scheduled to be broadcast on our cable television service.

**"House Advertisement"** an advertisement for any entity belonging to our group of companies.

**"Prime Time"** and **"Fringe Time"** shall have the meanings set out below:

Channel	Prime Time	Fringe Time
General (Not applicable for the Channels listed below)	6pm to 12mn	12mn to 6pm
Hub Sports 1, 2, 3,	(i) 6pm to 12mn; and (ii) all "live" and delayed "live" telecast programmes	12mn to 6pm (excluding all "live" and delayed "live" telecast programmes)
Cartoon Network	(i) 4pm to 10pm on weekdays; and (ii) 8am to 12noon, 6pm to 9pm on weekends	All other time-belts
Disney	(i) 2pm to 12am on weekdays; (ii) 4pm to 12am on weekends; and (iii) 2pm to 12am for seasons like School Holidays,	(i) 8am to 2pm on weekdays; and (ii) 8am to 4pm on weekends

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	Christmas, etc.	
Nickelodeon	(i) 4pm to 8pm on weekdays; and  (ii) 9am to 12.30pm on weekends	All other time-belts

- "Paid Spot"** a Spot purchased by the Advertiser.
- "Premium Spot"** the first and last Spot of an advertising break or any Spot we deem to be a Premium Spot.
- "Programme Co-Sponsorship"** the right to be named as a co-sponsor of a specific programme on our cable television service or such other co-sponsorship rights and entitlements with respect to a specific programme as expressly written in the Advertising Contract.
- "Programme Sponsorship"** the right to be named as a sponsor of a specific programme on our cable television service or such other sponsorship rights and entitlements with respect to a specific programme as expressly written in the Advertising Contract.
- "Run-on-Spot"** or any Spot during an advertising break allocated by us to the Advertiser at our  
**"ROS"** absolute discretion.
- "Service"** for the purpose of these Service Specific Terms and Conditions, shall mean advertising via Spot(s), Programme Sponsorship, or Programme Co-Sponsorship, as the case may be.
- "Sponsored Programme"** the television programme for which the Advertiser has Programme Sponsorship or Co-Sponsorship rights.
- "Sponsorship Value"** the sum paid by the Advertiser for a particular Programme Sponsorship or Programme Co-Sponsorship.
- "Spot(s)"** a television air-time slot of a specified duration on our cable television service for the insertion and broadcast of the Advertiser's Materials.
- "StarHub In-House"** Hub Sports 1, Hub Sports 2, Hub Sports 3, Hub E City, Hub VVD and such other in-house channels that we may launch from time to time.

## **SERVICE SPECIFIC TERMS AND CONDITIONS**

### **BROADCAST MOBILE ADVERTISING SERVICES**

These are our Service Specific Terms and Conditions for Broadcast Mobile Advertising Services and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and us.

These Service Specific Terms and Conditions are to be read in conjunction with the Advertising Contract General Terms and Conditions and shall be incorporated into and form part of the Agreement. In the event of any conflict or inconsistency between the Advertising Contract General Terms and Conditions and these Service Specific Terms and Conditions, the latter shall prevail.

#### **1. FIRST BROADCAST DATE**

The Advertiser's first Broadcast Date for its first Campaign shall be at least nine (9) days after the date of the execution of the Agreement. We shall have no obligation to carry out this Service if the first Broadcast Date is requested to occur within nine (9) Working Days of the date of the execution of the Agreement.

#### **2. INSERTION ORDERS/BOOKING DEADLINE**

2.1 For Campaigns with profiling of the mobile telecommunications subscribers, the Advertiser shall ensure that all Insertion Orders are confirmed with us:

- (a) if a test blast is required, at least seven (7) Working Days before the Campaign Commencement Date; or
- (b) if a test blast is not required, at least five (5) Working Days before the Campaign Commencement Date.

failing which we shall not be liable for any failure and/or delay in sending the Materials.

2.2 Notwithstanding the aforesaid, no Insertion Orders would be held by us without a duly executed Agreement properly delivered to us in accordance with the time-frame in paragraph 1 above.

#### **3. DEADLINE FOR DELIVERY OF MATERIALS**

3.1 For Campaigns with profiling of the mobile telecommunications subscribers, the Advertiser shall deliver to us the Materials at the Advertiser's own costs and risk:

- (a) if a test blast is required, at least seven (7) Working Days before the Campaign Commencement Date; or
- (b) if a test blast is not required, at least five (5) Working Days before the Campaign Commencement Date.

#### **4. MATERIAL REQUIREMENTS**

4.1 The Advertiser shall provide us with the following Materials and conform to the following requirements:

- (a) A set-up fee of S\$300 per Campaign or S\$750 per Campaign (for Campaigns with customised profiling) is payable by the Advertiser, for a maximum of five (5) system Campaigns in one (1) Insertion Order.

- (b) A maximum of 160 characters per message is allowed, comprising 105 characters for the Campaign message and 55 mandatory characters for unsubscribe information and notification of "<Adv>STARHUB FOR XXX".
- (c) Any Campaign message that exceeds 160 characters (including unsubscribe information) shall be considered as a subsequent Campaign message.
- (d) For sending of WAP links, the Advertiser shall provide a valid WAP link with a valid WAP site.
- (e) For sending of multimedia messages, the maximum file size (including text and creative) is 300KB and the Advertiser shall provide the image in GIF format.
- (f) The number "91844004" would be designated as the message sender for sending of short text messages and WAP links.
- (g) The number "91844003" would be designated as the message sender for sending of multimedia messages.
- (h) Every Campaign Message shall contain the letters "<ADV>STARHUB FOR XXX" and unsubscribe instructions in the form substantially the same as "unsub<Advertiser ID>" to a mobile telephone number such as 91844004.
- (i) Any of our mobile telecommunications subscribers can unsubscribe from receiving any Campaign Message from a particular Advertiser by sending a short text message in the form substantially the same as "Unsub, Advertiser ID>" to a mobile telephone number determined by us.
- (j) Campaign Commencement Date and duration of the Campaign must be stated.
- (k) Total number of Campaign Messages and number of Campaign Messages to be sent per hour must be stated.
- (l) Target audience profile must be stated.
- (m) Supported Languages: English, Mandarin.
- (n) If the Advertiser requests for changes to be made after the Materials have been submitted, a Charge for a Request for Change of S\$300 per Insertion Order is payable by the Advertiser. The Advertiser shall give prior notice of at least five (5) Working Days before the Campaign Commencement Date for any such changes. Such requests for change shall be limited to specific changes permitted by us.
- (o) For Campaigns with additional profiling beyond the listed available profiles, the Advertiser shall provide us with the additional profiling at least five (5) Working Days before the Insertion Order is confirmed with us.
- (p) Campaign Messages shall be limited to a maximum of two (2) Campaign Messages per day and ten (10) Campaign Messages per week. There shall be no Campaign scheduled from 9pm to 9am daily.

4.2 We reserve the right to impose additional restrictions on the style, size of or information and any other matters relating to the Services or make any alteration we consider necessary or desirable in the Services to comply with the specification of the Government Authorities, any statutory board or authority or by any law.

## 5. UNFULFILLED DELIVERY

The Advertiser acknowledges that we do not guarantee the delivery of the specified number of Campaign Messages as a failure in the delivery of Campaign Messages could arise due to reasons outside our control, including (i) the unsubscribing of mobile telecommunications subscribers to the Advertiser's Campaign Messages; (ii) any interruption, disruption or failure of our network beyond our control; or (iii) failure in the



network of or interconnection to the network of other mobile telecommunications operations. Notwithstanding the foregoing, we shall have no liability for any failure to deliver the specified number of Campaign Messages whether or not due to the foregoing, and the Advertiser shall pay us for the actual number of Campaign Messages delivered at the rates of the nearest pricing tier as provided on the Rate Card.

## **6. POSTPONEMENT OR CANCELLATION OF CAMPAIGN**

If the Advertiser postpones the Campaign Commencement Date of any Campaign to a date notified to us or cancels any Campaign, within seven (7) Working Days prior to the relevant Campaign Commencement Date, the Advertiser shall be liable to pay us an additional Charge equivalent to the Charges that were agreed for all the Campaign Messages booked for that particular Campaign.

## **7. TERMINATION BY ADVERTISER**

7.1 If the Advertiser terminates the Agreement after its execution or before the expiry of the Contract Period, the Advertiser shall be liable to pay us a premature termination charge equivalent to any unpaid amount of the Total Contract Value (whether or not this has been utilized).

## **8. INCOMPLETE UTILISATION OF TOTAL CONTRACT VALUE**

8.1 If the Advertiser fails to utilise the Total Contract Value in full or in part during the Contract Period, upon expiry of the Contract Period, the Advertiser shall be liable to pay us any unpaid amount of the Total Contract Value (whether or not this has been utilized).

## **9. PERSONAL DATA**

9.1 For the purposes of this paragraph, any capitalised terms used in this paragraph which are not defined in this paragraph but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.

9.2 The Advertiser agrees that all Specified Messages sent by us pursuant to this Agreement are at the request, direction and authorisation of the Advertiser, that the Specified Messages are sent by us on the Advertiser's behalf and that the Advertiser is the Sender of the Specified Messages under the PDPA.

9.3 Where Personal Data is disclosed by the Advertiser to us in connection with the Services, the Advertiser agrees and undertakes, and shall procure that its employees, representatives, agents and officers agree and undertake to us as follows:

- (a) that consents from the relevant Individuals to whom the Personal Data relates have been obtained for the disclosure of their personal data to us, and for our collection, use and/or disclosure for the purpose of our sending of advertising messages to the Individual on behalf of the Advertiser;
- (b) in addition, to the extent that Singapore Telephone Numbers which are collected by the Advertiser are disclosed to us for sending Specified Messages on behalf of the Advertiser in connection with the performance of the Services, the Advertiser shall be solely responsible, at its own cost and expense, for ensuring that the Advertiser complies with the requirements of the PDPA and for securing all consents necessary for us to provide the Services (including for the use and disclosure of the said Singapore Telephone Numbers by the Advertiser and their use by us in connection with the provision of the Services) and that:
  - (i) clear and unambiguous consents are obtained from such individuals and/or third parties in a form to be determined in consultation with us; or
  - (ii) the Singapore Telephone Numbers disclosed to us have been checked against the relevant Do Not Call Registers established under the PDPA ("**DNC Verification**");
- (c) where paragraph 9.3(b) above applies, and we select or otherwise identify the recipients of Specified Messages, or where Section 36(2) of the PDPA is not applicable, then the following provisions shall also apply in addition to the requirements of paragraph 9.3(b) above:

- (i) the Advertiser shall at its own cost and expense ensure that we are identified as an organisation which the Advertiser is conducting DNC Verifications on behalf of in accordance with the prevailing requirements of the Personal Data Protection Commission, Singapore (including designating us as such when performing any DNC Verification at the Do Not Call Registry website at [www.dnc.gov.sg](http://www.dnc.gov.sg)), and the Advertiser must furnish us a copy of the results of the DNC Verification and any other evidence as we may reasonably require;
  - (ii) if to any extent the Advertiser represents or warrants that it is not required to perform any DNC Verification, the Advertiser shall be deemed to also represent and warrant to us that the Advertiser has obtained clear and unambiguous consent of the subscriber or user of each Singapore Telephone Number to which the Advertiser requires the sending of Specified Messages, that such consent extends to our provision of the Services, and that the requirements of Section 43(3) PDPA have been met; and
  - (iii) in addition to the matters set forth in paragraphs 9.3(c)(i) and (ii) above, we may further elect, in our sole discretion, to perform DNC Verifications, and the Advertiser hereby agrees to bear all costs and expenses incurred by us in respect of any such verifications; and
- (d) The Advertiser represents and warrants to us that it has at all times complied with and will continue to comply with the requirements of the PDPA in respect of the collection, use, disclosure and other handling of any Personal Data provided by the Advertiser to us. Save as expressly agreed otherwise by us in writing, we process Personal Data provided by the Advertiser only as a Data Intermediary and not as a principal.

9.4 The Advertiser agrees and undertakes that it shall bear all costs and expenses associated with meeting any and all compliance requirements at law relating to any collection, use, disclosure or other processing or handling of any Personal Data by us and any other obligations arising under the PDPA, including any DNC Verifications. We may recover from the Advertiser all such costs and expenses we have incurred in respect thereof.

9.5 Notwithstanding anything in this Agreement, we may in our sole discretion decline to provide the Services in relation to any Singapore Telephone Numbers registered in the Do Not Call Registers. We shall not be liable for any delays or failure to provide Services in relation to any Singapore Telephone Numbers where the Advertiser has failed to perform DNC Verifications in a timely manner or has not evidenced such verifications to our satisfaction, or where we elect to perform any DNC Verification.

9.6 The Advertiser agrees and undertakes to us that the Advertiser shall be solely responsible for:

- (a) developing and implementing policies and practices that are necessary for meeting the obligations of the Advertiser under the PDPA;
- (b) developing processes to receive and respond to complaints that may arise with respect to the application of the PDPA;
- (c) communicating to its staff information about the organisation's policies and practices referred to in paragraph 9.6(a); and
- (d) making information available about the policies and practices referred to in paragraph 9.6(a) and the complaint process referred to in paragraph 9.6(b).

9.7 The Advertiser shall fully defend, indemnify and hold us, our related corporations and associated companies, as well as our and their respective employees, representatives, agents and officers, harmless, from and against any Liabilities each or all or of the foregoing may suffer in connection with any breach of this paragraph, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of the Advertiser, its employees, representatives or agents or otherwise howsoever.

## 10. LIABILITY

Notwithstanding anything in this Agreement and to the maximum extent permitted by law:

- (a) we exclude any and all liability for all claims, actions, losses, damages, liabilities, costs, expenses, outgoing payments, penalties and costs (including all legal and other professional costs on a full indemnity basis) of any nature or kind which the Advertiser may suffer in connection with any breach by us of our obligations under this Agreement, any negligence on our part, and/or any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and even if we been advised of the possibility thereof; and
- (b) our liability to the Advertiser in connection with this Agreement, if any, shall be limited to the amount equivalent to the monetary consideration we have actually received under this Agreement as at the date of such liability, and no claim shall lie against us in respect of any and all claims, actions, losses, damages, liabilities, costs, expenses, outgoing payments, penalties or costs (including all legal and other professional costs on a full indemnity basis of any nature or kind) recovered or recoverable by the Advertiser from any other third party.

## II. MEANINGS

This paragraph II sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Advertising Contract General Terms & Conditions.

### What these words mean in this Agreement

<b>"Broadcast Mobile Advertising Services"</b>	advertising via the sending of short text messages and/or messages to our mobile telecommunication subscribers targeted by the Advertiser for the Campaign.
<b>"Broadcast Date"</b>	the date in which the Broadcast Mobile Advertising is broadcast to the mobile telecommunications subscribers for a particular Campaign.
<b>"Campaign"</b>	the Advertiser's mobile advertising campaign.
<b>"Campaign Commencement Date"</b>	the date in which the Advertiser commences a Campaign.
<b>"Campaign Message"</b>	the Advertiser's advertising message distributed by way of the Broadcast Mobile Advertising.
<b>"Service"</b>	for the purpose of these Service Specific Terms and Conditions, shall mean the Broadcast Mobile Advertising Services.

**SERVICE SPECIFIC TERMS AND CONDITIONS**  
**BILL INSERT ADVERTISING**

These are our Service Specific Terms and Conditions for Bill Insert Advertising and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and us.

These Service Specific Terms and Conditions are to be read in conjunction with the Advertising Contract General Terms and Conditions and shall be incorporated into and form part of the Agreement. In the event of any conflict or inconsistency between the Advertising Contract General Terms and Conditions and these Service Specific Terms and Conditions, the latter shall prevail.

**1. FIRST CAMPAIGN COMMENCEMENT DATE AND EXCLUSIVITY**

The Advertiser's first Campaign Commencement Date shall be at least forty-five (45) days after the date of the execution of the Agreement. We shall have no obligation to carry out this Service if the first Campaign Commencement Date is requested to occur within forty-five (45) days of the date of the execution of the Agreement. The Bill Insert Advertising Service is also conditional on the Advertiser giving offers exclusively to customers of StarHub Ltd or its Affiliates which are much more favourable than those offered by the Advertiser to any other person. We shall be entitled to refuse to offer the Service in the event that the foregoing exclusivity criteria is not met.

**2. INSERTION ORDER/BOOKING DEADLINE**

The Advertiser shall ensure that all Insertion Orders are confirmed with us at least forty-five (45) Working Days before the Campaign Commencement Date, failing which we shall not be liable for any failure and/or delay in mailing the Materials. Notwithstanding the aforesaid, no Insertion Orders would be held by us without a duly executed Agreement being properly delivered to us in accordance with the time-frame in paragraph 1 above.

**3. DEADLINE FOR DELIVERY OF MATERIALS**

The Advertiser must deliver all Materials for our approval, at least thirty (30) Working Days before the Campaign Commencement Date at the Advertiser's own cost and risk. Where the deadline for the delivery of the Material is not met, we shall not be liable to the Advertiser or Agent for any failure and/or delay in sending out the Materials.

**4. MATERIAL REQUIREMENTS**

4.1 The Advertiser shall ensure that the Materials delivered to us comply with the following technical requirements:

(a) Format and weight

<b>Format</b>	<b>Paper Gram</b>
1 Panel	128 gsm
2 Panels	128 gsm
3 Panels	100 gsm
4 Panels and above*	100 gsm

- |       |  |
|-------|--|
| (i)   | C-Fold   |
| (ii)  | For smooth machine insertion, the Advertiser shall use the recommended paper gram. |
| (iii) | Irregular shapes cannot be used.   |

\* For 5 Panels and above, the Advertiser shall furnish our designated print house with a sample for approval.

(b) Maximum and minimum width and height

	Minimum	Maximum
<b>Width</b>	190mm	210mm
<b>Height</b>	90mm	100mm

(c) The Advertiser shall include our logo and information in relation to our Rewards Programme in the Materials.

(d) We reserve the right to reject any Materials which do not comply with the above specifications and shall not be liable to the Advertiser for any failure and/or delay in sending out the Materials.

## 5. PRINTING

The Advertiser shall print at least 10% extra to the quantity of the Materials to be sent out by us.

## 6. MATERIAL DELIVERY

The Advertiser (or its Agent) shall deliver to our designated printing house(s) such quantity of Materials at least seven (7) Working Days before the Campaign Commencement Date.

## 7. TERMINATION BY ADVERTISER

7.1 If the Advertiser terminates the Agreement after the execution of the Agreement or before the expiry of the Contract Period:

- (a) the Advertiser shall be liable to pay us a premature termination charge equivalent to 50% of the Total Contract Value if no Services have been procured by the Advertiser after the execution of the Agreement; or
- (b) if the Advertiser has made any Insertion Orders under the Agreement, the Advertiser shall be liable to (1) pay us a charge equivalent to 50% of the remaining balance of the Total Contract Value and (2) pay for all utilised Insertion Orders at the full non-discounted rates for such Insertion Orders.

## 8. INCOMPLETE UTILISATION OF TOTAL CONTRACT VALUE

8.1 If the Advertiser fails to utilise the Total Contract Value in full or in part during the Contract Period, upon expiry of the Contract Period, the Advertiser shall:

- (a) if none of the Total Contract Value has been utilised, pay us a charge equivalent to 50% of the Total Contract Value; or

- (b) if some of the Total Contract Value has been utilised,
- (i) pay us a charge equivalent to 50% of the remaining balance of the Total Contract Value; and
  - (ii) in relation to Insertion Orders utilised during the Contract Period, forfeit all discounts (if any) and pay us at the full non-discounted rates for such Insertion Orders.

## 9. POSTPONEMENT OF CAMPAIGN COMMENCEMENT DATE

If the Advertiser postpones the Campaign within thirty (30) Working Days prior to the Campaign Commencement Date, the Advertiser shall be liable to pay us a additional charge equivalent to 50% of Charges that were agreed for the relevant Insertion Order.

## 10. RESPONSIBILITY FOR THE CONTENT

The Advertiser shall assume all responsibility for the content provided in the Materials and the Advertiser shall be solely responsible for ensuring that none of the material and/or content provided to us shall offend against good taste, decency, morality or would encourage or incite crime or lead to disorder, racial or religious disharmony or be offensive to public feeling or is subversive or seditious in nature or against national security, interest or order or interferes with the domestic politics of Singapore.

## 11. MEANINGS

This paragraph 11 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Advertising Contract General Terms & Conditions.

### What these words mean in this Agreement

<b>"Bill Insert Advertising"</b>	advertising via the mailing of the Advertiser's brochures along with our monthly bills.
<b>"Campaign"</b>	the Advertiser's bill insert advertising campaign.
<b>"Campaign Commencement Date"</b>	the first date on which the Materials are scheduled to be mailed to our customers for a particular booking.
<b>"Services"</b>	for the purposes of these Service Specific Terms and Conditions, shall mean the Bill Insert Advertising.

**SERVICE SPECIFIC TERMS AND CONDITIONS**  
**ELECTRONIC DIRECT MAILER (EDM) ADVERTISING**

These are our Service Specific Terms and Conditions for Electronic Direct Mailer (eDM) Advertising and together with any other terms and conditions that you and we have agreed or accepted from time to time, they form the Agreement between you and us.

These Service Specific Terms and Conditions are to be read in conjunction with the Advertising Contract General Terms and Conditions and shall be incorporated into and form part of the Agreement. In the event of any conflict or inconsistency between the Advertising Contract General Terms and Conditions and these Service Specific Terms and Conditions, the latter shall prevail.

**1. FIRST CAMPAIGN COMMENCEMENT DATE AND EXCLUSIVITY**

The Advertiser's first Campaign Commencement Date shall be at least twenty-one (21) Working Days after the date of the execution of the Agreement. We shall have no obligation to carry out this Service if the first Campaign Commencement Date is requested to occur within twenty-one (21) Working Days of the date of the execution of the Agreement. This eDM Advertising Service is also conditional on the Advertiser giving offers exclusively to customers of StarHub Ltd or its Affiliates which are much more favourable than those offered by the Advertiser to any other person. We shall be entitled to refuse to offer the Service in the event that the foregoing exclusivity criteria is not met.

**2. INSERTION ORDER/BOOKING DEADLINE**

The Advertiser shall ensure that all Insertion Orders are confirmed with us at least six (6) weeks before the Campaign Commencement Date, failing which we shall not be liable for any failure and/or delay in sending the Materials. Notwithstanding the aforesaid, no Insertion Orders would be held by us without a duly executed Agreement properly delivered to us in accordance with the time-frame in paragraph 1 above.

**3. DEADLINE FOR DELIVERY OF MATERIALS**

The Advertiser shall deliver to us the Materials at the Advertiser's own costs and risks, at least fifteen (15) Working Days before the Campaign Commencement Date.

**4. MATERIAL REQUIREMENTS**

4.1 The Advertiser must provide the content of the Campaign Message using our template.

4.2 the Advertiser shall ensure the Materials delivered to us comply with the following technical requirements:

- (a) Size of banner: 598 (W) x 366 (H) pixels;
- (b) HTML file size up to 100KB (inclusive of images);
- (c) JPEG, GIF or PNG format only
- (d) Restriction: no JavaScript, Flash, form and iFrames;
- (e) All HTML should be table-based, with <div> tags kept to a minimum, no floating or absolute positioning; and
- (f) To use inline CSS.

4.3 In the event that the Materials provided to us for the purpose do not meet the specifications stipulated by us, we shall be entitled to charge the Advertiser and/or the Agent an amendment fee of S\$800 per Insertion Order for changing the Materials to comply with our specifications.

4.4 The minimum quantity of Campaign Messages for each broadcast is 10,000.

4.5 The Advertiser shall specify the profile of our customers targeted by the Advertiser for the Campaign.

4.6 All Materials are subject to approval by us.

## 5. UNFULFILLED DELIVERY

The Advertiser acknowledges that we do not guarantee the delivery of the specified number of Campaign Messages as a failure in the delivery of Campaign Messages could arise due to reasons outside our control. Notwithstanding the foregoing, we shall have no liability for any failure to deliver the specified number of Campaign Messages whether or not due to the foregoing, and the Advertiser shall pay us the cost per delivery rates for the actual number of Campaign Messages delivered at the rates of the nearest pricing tier as provided on the Rate Card.

## 6. POSTPONEMENT OR CANCELLATION OF CAMPAIGN

If the Advertiser postpones the Campaign Commencement Date to a date notified to us or cancels any Campaign, within fourteen (14) Working Days prior to the relevant Campaign Commencement Date, the Advertiser shall be liable to pay us an additional Charge equivalent to the Charges that were agreed for all the eDM booked for that particular Campaign.

## 7. TERMINATION BY ADVERTISER

7.1 If the Advertiser terminates the Agreement after its execution or before the expiry of the Contract Period, the Advertiser shall be liable to pay us a premature termination charge equivalent to any unpaid amount of the Total Contract Value (whether or not this has been utilized).

## 8. INCOMPLETE UTILISATION OF TOTAL CONTRACT VALUE

8.1 If the Advertiser fails to utilise the Total Contract Value in full or in part during the Contract Period, upon expiry of the Contract Period, the Advertiser shall be liable to pay us any unpaid amount of the Total Contract Value (whether or not this has been utilized).

## 9. RESPONSIBILITY FOR THE CONTENT

The Advertiser shall assume all responsibility for the content provided in the Materials and the Advertiser shall be solely responsible for ensuring that none of the material and/or content provided to us shall offend against good taste, decency, morality or would encourage or incite crime or lead to disorder, racial or religious disharmony or be offensive to public feeling or is subversive or seditious in nature or against national security, interest or order or interferes with the domestic politics of Singapore.

## 10. MEANINGS

This paragraph 10 sets out how certain words and phrases are used in this Agreement. Terms used but not defined in these Service Specific Terms & Conditions shall have the respective meanings given to them in the Advertising Contract General Terms & Conditions.

### What these words mean in this Agreement

"Electronic Direct Mailer" or "eDM" the electronic mails sent by us to our customers targeted by the Advertiser for the Campaign.



SERVICE SPECIFIC TERMS AND CONDITIONS  
ELECTRONIC DIRECT MAILER (EDM) ADVERTISING

<b>"Campaign"</b>	the Advertiser's eDM campaign.
<b>"Campaign Commencement Date"</b>	the date on which the eDM are sent to our customers for a particular booking.
<b>"Campaign Message"</b>	the Advertiser's advertising message distributed by way of the eDM.
<b>"Services"</b>	for the purpose of these Service Specific Terms and Conditions, shall mean advertising via eDM.