

**CHANNEL 5**

**CHANNEL 8**

**CHANNEL U**

ADVERTISING RATE BOOK

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# SpotBuy

## BUYING SPOTS

Cost per spot = Base Rate x Programme Loading

Base Rates:	
5 seconds	\$ 175
10 seconds	\$ 350
15 seconds	\$ 500
20 seconds	\$ 700
25 seconds	\$ 850
30 seconds	\$ 1,000
35 seconds	\$ 1,175
40 seconds	\$ 1,350
45 seconds	\$ 1,525
50 seconds	\$ 1,700
55 seconds	\$ 1,850
60 seconds	\$ 2,000
120 seconds	\$ 4,000

**Note:**

- All exceeding commercial duration will be charged at the rate of the next higher 5-sec interval.  
~ Example: A 21-second spot will be charged at the 25-second rate.
- For commercials between the duration of 60 and 120 seconds, the base rate is calculated by adding the rate for 60 seconds and the rate of the remaining duration.  
~ Example: Base Rate of 75-sec = Base Rate of 60-sec + Base Rate of 15-sec  
= \$2,000 + \$500  
= \$2,500
- For commercials between the duration of 120 and 180 seconds, the base rate is calculated by adding the rate for 120 seconds and the rate of the remaining duration.  
~ Example: Base Rate of 145-sec = Base Rate of 120-sec + Base Rate of 25-sec  
= \$4,000 + \$850  
= \$4,850
- Commercials beyond the duration of 180-sec are subject to Mediacorp's approval of the storyboard.

## PROGRAMME LOADING FACTOR

This is the multiplier factor tagged to a programme and differs for every programme. You may check the loadings for each programme on eIBS.

Festive loadings (November-December) will be made available by 1 October. Bookings made before the festive rate announcement will not be rate protected.

**Normal Spot Buying Example:**

Length of commercial = 30 seconds  
 Programme loading = 3x  
 Cost per spot = (Base Rate) x (Programme Loading)

Therefore, cost per spot = \$1,000 x 3  
 = \$3,000

## PREMIUM POSITIONING PRICING

A premium position loading of 10% of a commercial's airtime rate applies for each of the following specifications:

**A Specified Commercial Break**

For example:

- First commercial break in the programme, or
- Last commercial break in the programme

**A Specified Position Within The Commercial Break**

For example:

- First spot in the break, or
- Last spot in the break

If there is more than one specification, then loadings are multiplied by the number of specifications. For example, for the first spot in the first commercial break, a loading of 20% will be charged for the 2 specifications.

Please note that premium positioning is only applicable for fully paid spots.



# The Master Contract

Commit your advertising budget on Mediacorp and you can be sure of high returns. By signing a Master Contract, you are entitled to a Fixed Bonus Quantum Scheme (FBQ) which means you'll get free bonus airtime. And if you renew your Master Contract before its expiry date, you can enjoy Early Bird Bonus equivalent to 12% of your total nett investment. You'll also be rewarded with Volume Discount, meaning we'll give you an upfront cash discount, according to the level of your expenditure.

## EARLY BIRD BONUS

An advertiser who renews his Master Contract before its expiry date will enjoy Early Bird Bonus airtime equivalent to 12% of his total nett investment (after Volume Discount).

### Note:

- Early Bird Bonus airtime can be used any time within the 12-month contract period except during the festive period of November and December.
- Mediacorp will recover any bonus airtime used that does not commensurate with the actual 12-month nett expenditure.

## VOLUME DISCOUNT

Where an advertiser signs a Master Contract for a commitment on his TV expenditure for a 12-month period, he enjoys an upfront cash discount, according to his level of expenditure with Channel 5, Channel 8 and Channel U.

Annual Gross Expenditure Level	Volume Discount
\$ 25,000 ~ <\$ 50,001	2.5%
\$ 50,001 ~ <\$ 100,001	3.0%
\$100,001 ~ <\$ 200,001	4.0%
\$200,001 ~ <\$ 300,001	5.0%
\$300,001 ~ <\$ 400,001	6.0%
\$400,001 ~ <\$ 500,001	7.0%
\$500,001 ~ <\$ 600,001	8.0%
\$600,001 ~ <\$ 700,001	9.0%
\$700,001 ~ <\$ 800,001	10.0%
\$800,001 ~ <\$ 900,001	11.0%
\$900,001 ~ \$1,000,000	12.0%

### Note:

- The Master Contract can be signed at any time in the year.
- Volume Discount is given from the first dollar invested with Channel 5, Channel 8 and Channel U.
- An advertiser may upgrade his level of expenditure during the contract period. The new level of discount will be applied from the point of upgrading. No retrospective discount will be given.
- Packages will not be entitled to any Volume Discount or any further discounts off the package price.

## FIXED BONUS QUANTUM

FBQ is a simple bonus structure. A fixed Special Bonus (SB) is pegged to every level of nett commitment in the Master Contract. You can opt to convert your Special Bonus (SB) to Flexi-Fringe Bonus (FFB) at twice its value.

Nett Commitment	Special Bonus (SB) or	Flexi-Fringe Bonus (FFB)
\$1,000,001 and above	18%	36%
\$500,001 ~ <\$1,000,001	15%	30%
Below \$500,001	12%	24%

The above FBQ structure is effective from November 1999

For example:

### New Contract / Renewal

At \$400,000 nett commitment, client can choose SB at 12% or FFB at 24%. A combination of SB and FFB is allowed. For example, instead of 12% SB, client can opt for 5% SB instead and the remaining 7% (of SB) can be converted into 14% FFB. Therefore, the client will get 5% SB + 14% FFB.

### FBQ Upgrading

Commit \$400,000 nett	12% SB	= \$48,000
Upgrade to \$600,000 nett		
Increment of \$200,000 nett	15% on \$200,000	= \$30,000
	Total SB	= \$78,000

### Note:

- Advertisers can opt for Special Bonus or Flexi-Fringe Bonus.
- Early Bird Bonus (12%) remains. Advertisers can however opt to convert it into Flexi-Fringe Early Bird Bonus at twice the value (ie. 24%).
- Flexi-Fringe Bonus airtime is scheduled by Mediacorp. No dictation of programmes will be entertained.

## GUIDELINES TO THE USE OF BONUS AIRTIME

- Bonus airtime can be used in all programmes except News programmes and special programmes.
- Bonus spots will be confirmed 3 working days before the date of telecast (inclusive). Prior to that, such spots may be pre-empted by paid spots.
- Bonus airtime cannot be used to buy premium positions, programme sponsorship, packages or bundles.
- Bonus airtime cannot be used in the months of November and December.
- All bonus airtime must be used within the specified 12-month contract period and only during January to October. No extension of the deadline will be allowed.

# Sponsorship Guidelines

Ride on the popularity of today's hottest shows and TV icons with Programme Sponsorship. Our wide range of best-selling shows or series can be crafted to associate with your product or brand, making Programme Sponsorship the perfect instrument to strengthen your brand or product image. Plus, you can increase exposure through trailers and special position spots within the programme.

## Credit Acknowledgement

- No selling messages (eg. Price discounts, promotions, etc) are allowed in the visuals or verbal acknowledgements of the sponsor credit acknowledgements.
- Sponsors can either opt for a still visual acknowledgement or a continuous extract from their commercial. Any editing for advertisers/agencies (eg. super-imposing, special effects, etc) can be done by the production house (eg. Mediacorp Creative Services) and production costs are charged to advertisers.
- All materials submitted (with no further editing required) must be 3 weeks before telecast of trailers. All materials submitted are subject to final approval by Mediacorp.
- Upon confirmation of sponsorship investment, sponsors are to submit a ready 5-sec/2.5-sec tag-on (visual only) in digital format, with no further editing required.

## Trailer Scheduling

- Programme trailers will only be aired on the same channel as the sponsored programme. There will be no cross-channel promotion, unless otherwise stated.
- Mediacorp will schedule all trailers and reserve the right to change trailer schedule without prior notice. Trailers are pre-emptable.

## Execution of Trailers

- Mediacorp retains full control of the editorial, including verbal acknowledgement, and creative execution of the trailers.

## Product Exclusivity

- Product exclusivity entitlement is only extended to one product-type per sponsorship package. This is not applicable for the Toys category.

## First Right of Refusal

- First right of refusal will only apply for returning series of the same title, and not for the same timebelt, re-run series or otherwise. However, no rate protection will be accorded and prevailing rates will apply.
- For programmes that run indefinitely, the first right of refusal will only apply to the immediate episode/ time-slot after expiry of existing sponsorship contract (for existing sponsors who take up 3 months or more of the sponsorship).
- First right of refusal will only apply for annual events within the proposed validity period.

## Cancellation

- All sponsorship contracts are non-cancellable.

## On-Air or Off-Air Promotion

- Approval must be sought from Mediacorp for all promotions and publicity materials pertaining to the sponsored programme.
- Talent and licensing fees are applicable for the use of artistes (in their character role) and programme title in its exact typeface.

## Pre-emption

- Mediacorp reserves the right to pre-empt any scheduled telecast programme in place of Special Programmes.

## Telecast Date and Time

- Mediacorp reserves the right to change the telecast date and time of all sponsored programmes.

## Positioning

- In the event of a multiple sponsors, premium position for spots will be rotated amongst sponsors on a weekly basis, dependent on sponsorship categories.

## Others

- There is no maximum number of sponsors for any programme sponsorship unless specified by Mediacorp.

# Terms & Conditions

## 1. General

- 1.1 All advertising agreements (including but not limited to Master Contracts and Media Booking Forms) entered or to be entered into with Mediacorp Pte. Ltd. (“MPL”) and/or any other Mediacorp Entity, are subject to these General Terms and Conditions, the terms and conditions set out in the rate books/ cards of MPL and such other Mediacorp Entities, the applicable programme, advertising and/ or sponsorship codes prescribed by IMDA, the programme codes and advertising policies of MPL and such other Mediacorp Entities, all as may be amended from time to time. In the event of any inconsistency or ambiguity between the terms contained in any of the above, they shall apply in the order of precedence set out above (in descending order of precedence).
- 1.2 Terms and conditions of the Advertiser or Agency printed on any Booking Request(s) (other than Media Booking Forms), bookings or orders submitted to MPL and/or other Mediacorp Entities are NOT valid and shall NOT apply.

## 2. Definitions

- 2.1 In these General Terms and Conditions, words and phrases with initial letters capitalized are defined terms, and if not otherwise defined under this Clause, shall have the meaning set out on the first page of the relevant Master Contract or Media Booking Form. The following terms shall have the following meanings unless the context otherwise requires:-

“**Accredited Agency**” means an advertising agency which has applied to be accredited with MPL and/or any other Mediacorp Entity and whose application has been accepted.

“**Advertising Materials**” means all advertising materials, including without limitation copy instructions, music, audio-visual materials, artwork, graphics, personal data, electronic files, sales literature, price lists, information, details, data, logos, trademarks and/or servicemarks, submitted or supplied by the Advertiser or Agency for its advertisements or for any production or other services to be provided by a Mediacorp Entity.

“**Booking Request**” means a written application, Media Booking Form and/or an application through eIBS for booking of advertisements or insertion orders made by an Advertiser and/or Agency from time to time; and “**Booking Requests**” refers to two or more Booking Requests.

“**Mediacorp Entity**” means Mediacorp Pte. Ltd., Mediacorp Press Ltd, MCN International Pte. Ltd. and Mediacorp TV Singapore Pte Ltd or any one or more of them as the context requires.

“**Working Day**” means Mondays to Fridays, but excluding Saturdays, Sundays and gazetted public holidays in Singapore.

- 2.2 Words denoting the singular shall include the plural and vice versa; words denoting any gender shall include all genders; words denoting persons shall include firms and corporations and vice versa.
- 2.3 The headings herein are inserted for convenience only and shall be ignored in construing these General Terms and Conditions.

## 3. General Booking Procedures

- 3.1 All bookings and orders shall be made through Booking Requests submitted to the relevant Mediacorp Entity. All Booking Requests shall be final and binding on the Advertiser and Agency upon submission and subject in all respects to these General Terms and Conditions, and shall not, unless otherwise agreed in writing by the relevant Mediacorp Entity, be terminated, withdrawn, cancelled, revised or rescheduled by the Advertiser or the Agency. For the avoidance of doubt, no provision contained in any Booking Request which is contrary to or inconsistent with these General Terms and Conditions shall be valid or binding on any Mediacorp Entity.
- 3.2 All Booking Requests shall be subject to acceptance by the relevant Mediacorp Entity in its absolute discretion and any acknowledgement of receipt of any Booking Request by a Mediacorp Entity shall not constitute acceptance of the Booking Request by such Mediacorp Entity. Only the broadcast or publication by a Mediacorp Entity of any Advertising Materials which is the subject of a Booking Request shall constitute the acceptance of such Booking Request by that Mediacorp Entity.
- 3.3 Each of the Advertiser and Agency acknowledges and agrees that the media, television channels and/or the publications where its advertisements appear may be in print or electronic form and/or any other form or media or on multiple platforms whether now known or developed in the future. Each Mediacorp Entity reserves the right (but not the obligation) to place the advertisements in any such platforms, media or form.
- 3.4 Some advertisements may be revised by a Mediacorp Entity without notice if they do not meet its publishing or broadcast standards. Each Mediacorp Entity reserves the right to insert the word “advertisement” or “advertorial” in advertisements which simulate the editorial, news or programme format.
- 3.5 Where applicable, the Advertiser or Agency shall also submit to the relevant Mediacorp Entity all cue

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sheets providing details of all music and/or other materials synchronised in the Advertising Materials prior to the scheduled broadcast date, and all such other information and materials as may be requested by the Mediacorp Entity from time to time.

- 3.6 In addition to the general booking procedures set out above, all Booking Requests and Advertising Materials must be submitted in accordance with the requirements and deadlines specified in the relevant rate card for each platform.
- 3.7 All Booking Requests shall be final and binding on the Advertiser and Agency upon submission and may not be cancelled or rescheduled, unless otherwise agreed by MPL in writing. If MPL agrees to a request for any cancellation or rescheduling, such cancellation or rescheduling shall be subject to an additional charge of 100% of the value of the Booking Request to which the cancellation or rescheduling relates and/or such other charges as may be specified in the relevant rate card for each platform.
- 3.8 Notwithstanding any other provisions to the contrary, sponsorship entitlements shall take precedence over spot bookings and spots with premium positioning.

## 4. Digital Platforms

- 4.1 The Advertiser and Agency acknowledge and accept that the respective owners of the digital platforms has general editorial control of content on their respective platforms and control the promotion, branding, positioning of their respective platforms. Accordingly, the placement of any branding, advertising and promotional material on the digital platforms shall be left to the discretion of the respective digital platform owners.
- 4.2 Where MPL provides performance marketing solution(s) for Mediacorp or third party digital platforms, advertisements will be displayed on a space-available basis only and MPL does not guarantee delivery based on duration, clicks, acquisitions or impressions. Any estimates stated in the Media Booking Form are intended to be estimates only and MPL shall not be liable to the Advertiser or Agency in any way if such estimates are not met for any reason.
- 4.3 The digital platforms may schedule downtime for maintenance and other purposes at any time with or without giving any prior notice thereof. The Advertiser and Agency agree that no Mediacorp Entity shall be liable for any loss, damage, claims, costs or expense of any kind arising from any downtime (whether scheduled or unscheduled), or from any unavailability or inoperability of any digital platform or telecommunications systems or internet, technical malfunction, error, omission, interruption,

delay in operation or transmission, computer error or viruses, any failure in communication lines or telecommunications networks, or any corruption or loss of data or other disruption of any kind.

## 5. Right Not To Broadcast or Publish

- 5.1 Each Mediacorp Entity reserves the right to, at any time, refuse to broadcast or publish (as the case may be) any Advertising Materials submitted by the Advertiser and/or the Agency or to reject any Booking Requests without assigning any reason therefor notwithstanding:
  - a) issuance of any acknowledgement of receipt or confirmation therefor;
  - b) the acceptance of payment or part payment therefor; or
  - c) that such matter or material has been in part broadcast or published or that some instalments or items thereof have been broadcast or published in part.
- 5.2 In the event of any exercise of such right by a Mediacorp Entity, such Mediacorp Entity's liability shall be strictly limited to refunding pro rata the charges for any prepaid advertising fees for any Advertising Materials (or part thereof) not broadcast or published.

## 6. Advertiser and Agency

- 6.1 The Advertiser agrees that the Agency shall act as the Advertiser's agent in respect of all matters relating to or in connection with all advertising agreements with MPL and/or other Mediacorp Entities, including without limitation Booking Requests, amendments to the Master Contract or Media Booking Form, requests for cancellation or rescheduling, submission of Advertising Materials, and that any instruction, direction or agreement of the Agency in respect of any such matter shall constitute that of the Advertiser.
- 6.2 For the avoidance of doubt, where no Agency is involved, the Advertiser shall be solely liable for all matters under its advertising agreements with MPL and/or other Mediacorp Entities.
- 6.3 In the event that a Mediacorp Entity receives conflicting instructions, requests or other notices from an Advertiser and an Agency, or more than one Agency purporting to act on behalf of the Advertiser, such Mediacorp Entity shall be entitled to act on any such instruction, request or notice to the exclusion of others and/or to deal with only the Advertiser or any one of such Agencies.
- 6.4 All advertising agreements shall be valid, binding and enforceable upon each Advertiser or Agency which has signed the agreement(s) notwithstanding that any other party which is intended to sign or

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to be bound by the agreement(s) may not have done so or may not be effectively bound thereby, and notwithstanding the incapacity, liquidation or bankruptcy of any other party.

- 6.5 The Advertiser acknowledges and agrees that MPL may from time to time implement advertising incentive schemes for agencies, and that any benefits given to agencies under such incentive schemes shall accrue to the agencies only.

## 7. Advertising Materials

- 7.1 Both Advertiser and Agency hereby jointly and severally represents and warrants that all Advertising Materials submitted to any and all Mediacorp Entities shall not:-

- a) infringe the intellectual property rights or the rights or interests of any person;
- b) contain false or unwarranted claims for any product or service and/or defamatory statements;
- c) constitute, amount to or be deemed an unfair practice under the Consumer Protection (Fair Trading) Act (Cap. 52A); or
- d) infringe or violate the laws or regulations of any country or state, or any applicable advertising or sponsorship codes.

For the avoidance of doubt, each Mediacorp Entity shall be entitled to rely on the foregoing warranties and shall have no duty or obligation whatsoever to confirm the accuracy or veracity of such warranties.

- 7.2 All Advertising Materials are supplied and delivered to the relevant Mediacorp Entity at the Advertiser's and the Agency's sole cost and risk, and such Mediacorp Entity will not be responsible for any loss or damage to the Advertising Materials howsoever caused. Each Mediacorp Entity reserves the right to destroy all Advertising Materials after a period of one (1) month from their receipt, unless otherwise agreed in writing by the relevant Mediacorp Entity.

## 8. Volume Discount, Bonus and/or Early Bird Incentive

- 8.1 Each of the Advertiser and Agency agrees to incur advertising fees to meet its Total Net Commitment as specified in the Master Contract (if any) during the Contract Period. The Volume Discount Rates, Bonuses and/or Early Bird Incentives are granted to the Advertiser and Agency in consideration for such agreement and are based on the allocation of the Total Net Commitment to each media platform and/or Mediacorp Entity as specified in the Master Contract. Such allocation may be amended by agreement in writing between the parties, and in

such event, the Volume Discount Rates, Bonuses and/or Early Bird Incentives shall be adjusted accordingly.

- 8.2 The amount of Total Net Commitment may be increased by written agreement between the parties, and in the event of such agreement, the Volume Discount Rates shall be adjusted accordingly. Such adjustments shall only take effect from the effective date of increase in Total Net Commitment, and shall only apply to bookings made on or after such effective date.

- 8.3 Where any bonus spots or insertions are granted by any Mediacorp Entity to the Advertiser and/or the Agency, the use of such bonus spots or insertions shall be subject to conditions specified in the relevant rate card.

- 8.4 Bonus spots granted may only be used after the Advertiser and the Agency has met at least 50% of the Total Net Commitment, but only up to 50% of the bonus spots granted. The Advertiser and Agency may use the balance 50% of the bonus spots after meeting the full Total Net Commitment by the end of the Contract Period. This sub-clause shall not apply to bonus spots granted for advertisements on Channels 5, 8, U, okto, Vasantham and/or Suria television channels.

- 8.5 If the Total Net Commitment is not met by the end of the Contract Period, without prejudice to all other rights and remedies available to MPL, MPL shall be entitled to recover from the Advertiser and/or Agency directly (at MPL's option, and without any obligation on MPL to first seek recovery from the Advertiser or Agency), any applicable additional charges as set out in the relevant rate card and such amounts as determined in accordance with the terms for recovery of excess discounts set out in the relevant rate card (the "**Recovery Amount**"), and the Advertiser and Agency shall pay MPL forthwith upon demand any such additional charges and the full Recovery Amount and all goods and services tax and other taxes or duties applicable thereto. Failure to make payment shall render the Advertiser and Agency jointly and severally liable for all sums due to MPL and the other Mediacorp Entities, together with all legal costs on an indemnity basis incurred by MPL in collecting such sums.

## 9. Payment Terms

- 9.1 Payments for advertising and all other fees payable by the Advertiser and Agency shall be paid by cash in advance to MPL and/or any other Mediacorp Entity (as the case may be), unless the Agency is accredited, in which case the accredited Agency shall make payment within 30 days from the date of invoice. For the avoidance of doubt, invoices may be issued by MPL and/or any other Mediacorp Entity



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at their sole discretion, and at any time whether before or after the broadcast or publication of the advertisements in question, and the Advertiser and the Agency shall jointly and severally pay all advertising fees to MPL and/or any other Mediacorp Entity in accordance with the invoices issued by MPL and/or any other Mediacorp Entity.

- 9.2 The Advertiser and Agency shall be jointly and severally liable to pay all advertising fees incurred through bookings with the Mediacorp Entities. Failure of payment shall render the Advertiser and Agency jointly and severally liable for all sums due, together with all legal costs on an indemnity basis incurred in collecting such sums. Where the Agency is an Accredited Agency, MPL and the other Mediacorp Entities shall be entitled to claim against the Banker's Guarantee(s) furnished by the Agency to any Mediacorp Entity upon breach of the Advertiser's payment obligations herein, without prejudice to any other right or remedy which the Mediacorp Entities may have hereunder, under law, in equity or otherwise.
- 9.3 Advertising fees shall be charged based on the rates set out in the rate cards for each media platform. These rates may be changed at any time without prior notice and are exclusive of any applicable goods and services tax and any other taxes and/or duties which may from time to time be imposed in accordance with applicable laws. All such taxes and duties shall be payable by the Advertiser and/or Agency (as the case may be) in addition to the rates.
- 9.4 All payments to be made the Advertiser and Agency shall be made free and clear of and without deduction or deferment in respect of any demand, set-off, counter claim or other dispute or in respect of any foreign withholding or other taxes or duties of any nature. If the Advertiser and/or the Agency (as the case may be) is required by law to make any deduction or withholding from any amount payable, it shall increase the amount payable so as to ensure that MPL and/or the relevant Mediacorp Entity receives, and is entitled to retain, after such deduction or withholding, a sum which it would have received and be entitled to retain had that deduction or withholding not been required.
- 9.5 Without prejudice to the rights, powers and remedies of the Mediacorp Entities at law, in equity or otherwise, interest at the rate of 1% per month or the maximum rate of interest permitted under applicable laws (whichever shall be the lower) shall be payable on any money that is due but unpaid by the Advertiser or Agency. Such interest shall be computed from the due date for the payment until full payment is received.
- 9.6 Whenever any sum of money shall be recoverable from or payable by the Advertiser or Agency

under any advertising agreement with MPL and/or any other Mediacorp Entities, the same may be deducted from any sum then due or which at any time thereafter may become due to the Advertiser or Agency under the same advertising agreement or any other contract with MPL or any other company within the Mediacorp group of companies. Exercise by MPL and/or any other Mediacorp Entities of their rights under this Clause shall be without prejudice to any other rights or remedies available to MPL and/or such other Mediacorp Entities under the relevant advertising agreement, or otherwise howsoever, at law or in equity.

## 10. Programme Sponsorship, Production Services and Engagement of Talents

- 10.1 All rights, title and interest (including without limitation copyright) in (a) all advertisements, commercials, trailers, interstitials and other productions produced by a Mediacorp Entity for the Advertiser or Agency; and/or (b) any programme, event and/or production sponsored and/or commissioned by Advertiser or Agency, shall belong to and shall vest solely in such Mediacorp Entity, who shall be entitled to their unlimited use in whatsoever way it deems fit, and the Advertiser and Agency hereby assigns any and all rights, title and interests it may have (if any) in any and all such productions to such Mediacorp Entity, and undertakes to execute any further documents in order to procure or perfect this transfer and/or such Mediacorp Entity's ownership of the same. For the avoidance of doubt, Advertiser and Agency acknowledge that such production shall only be broadcast and/or publish on such Mediacorp Entity's media platform upon payment by the Advertiser and Agency of the requisite advertising fees. The Advertiser and Agency is expressly prohibited from using the productions on any other media platforms or in any other manner without obtaining such Mediacorp Entity's express prior written approval, subject to payment of a fee and such other terms and conditions to be agreed between the parties.
- 10.2 The Agency and Advertiser is required to give a minimum of 2 Working Days written notice of any postponement or cancellation of a scheduled recording date, failing which a cancellation fee of S\$500 will be payable. In addition, the Agency and Advertiser shall also be jointly and severally liable for any and all work done and third party production costs and expenses incurred by Mediacorp on behalf of the Advertiser and Agency arising from such postponement or cancellation (whether or not sufficient notice has been given in accordance with this Clause).
- 10.3 In respect of services performed or to be performed by Brand Studios, if the Advertiser wishes to cancel all or any part of such services, it must submit a

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written notice to MPL which shall only take effect upon written acknowledgement of receipt by MPL and payment of the applicable cancellation charges as set out below. The Advertiser and Agency shall also be liable for any and all third party costs and expenses (including any applicable cancellation fees imposed by such third parties) incurred or payable by MPL arising from contracts or commitments entered into for the purpose of providing such services prior to receipt of the cancellation notice:

- a) any cancellation notice received 10 days or more than 10 days before scheduled launch date shall be subject to a cancellation charge of 50% of the total fees payable for the cancelled services;
- b) any cancellation notice received less than 10 days before scheduled launch date shall be subject to a cancellation charge of 100% of the total fees payable for the cancelled services.

10.4 In respect of any television programmes sponsored by the Advertiser (the “**Sponsored Programmes**”) which are acquired or licensed for broadcast on any television channel(s), the playing rights in the Sponsored Programmes acquired or licensed for any broadcast are limited to one performance only, unless otherwise agreed and special rates charged, and no property in them shall pass on to the Advertiser or Agency. If a Sponsored Programme is supplied by the Advertiser, the Advertiser shall deliver it to the Mediacorp Entity at its own cost. No Mediacorp Entity shall be liable for any loss or damage to any Sponsored Programme while it is under its control.

10.5 The Advertiser and Agency agree to provide the relevant Mediacorp Entities with such assistance and Advertising Materials, on a timely basis, as may be reasonably required for Mediacorp to perform services for the Advertiser and Agency. For the avoidance of doubt, no Mediacorp Entity shall be responsible or liable for any damages or losses incurred by the Advertiser or the Agency if the quality of any production or other services provided by such Mediacorp Entity is affected due to inherent quality issues in respect of the Advertising Materials provided.

10.6 If the Agency or Advertiser requires a Mediacorp Entity to interview, profile or otherwise feature any individual in any advertisement or production produced for the Advertiser or Agency, the Agency and Advertiser shall obtain all releases and consents required from such individuals in accordance with the Personal Data Protection Act 2012 and any other applicable laws and regulations.

10.7 In respect of any artiste, presenter, radio DJ or other talent(s) provided by a Mediacorp Entity for the Advertiser or Agency (the “**Talent(s)**”), the following terms shall apply:-

- a) If the employment or other contract between the Talent and a Mediacorp Entity (or any relevant third party pursuant to which the Talent is rendering his/her services) is terminated for any reason, or the Talent is unable to or prevented from performing any services as a result of any injury, illness, pregnancy, mental or physical disability or any other reason not within the reasonable control of the relevant Mediacorp Entity, this shall not be construed as a breach of agreement.
- b) In such event, the relevant Mediacorp Entity may substitute the Mediacorp Talent with another talent of similar status in consultation with the Advertiser or Agency and the Advertiser and Agency agree that it shall have no further claims against the relevant Mediacorp Entity upon such substitution.
- c) If the Advertiser or Agency is not agreeable to the substitute talent, the relevant Mediacorp Entity shall be entitled to forthwith terminate the agreement upon written notice to the Advertiser or Agency. Upon such termination, the relevant Mediacorp Entity shall be entitled to be paid a reasonable sum for any services rendered prior to such termination. Where advance payment had been received from the Advertiser or Agency pursuant to the agreement, the relevant Mediacorp Entity shall be entitled to deduct such reasonable sum, and shall refund to the Advertiser or Agency any balance amount.
- d) Save for any applicable refunds as stated in Clause 10.7(c), neither the Advertiser nor Agency shall have any claim against the relevant Mediacorp Entity arising from or in connection with the failure or inability of the Talent(s) to perform any services and/or the termination of the agreement in accordance with Clause 10.7(c).
- e) All services provided by the Talent(s) may only be used for the limited purposes specified in the agreement and may not be used for any other purposes without the prior written consent of the relevant Mediacorp Entity. The Talent(s) shall not be required to render Services which may be dangerous, hazardous or involves an unreasonable degree of risk, or which may offend good taste or public decency, or which may be interpreted as support of (whether direct or indirect) any religious, political or racial stand or position of any person, group, entity or organisation.

## 11. Additional or Replacement Agency

11.1 Where the Advertiser appoints an additional agency or the Agency is replaced by a new agency (a “**new**”

## General

# Terms & Conditions

**agency**", and wherever the Agency is referred to in these General Terms and Conditions, the term shall include such new agency unless the context does not permit it), both the Advertiser and Agency shall be liable for all Booking Requests submitted by the new agency. For the avoidance of doubt, the Advertiser and all Agencies appointed by the Advertiser (whether existing or new agency) shall be liable for all Booking Requests submitted by the Advertiser or by any agency authorised by the Advertiser and/or such Agency to submit such Booking Requests.

- 11.2 The Advertiser must procure the new agency to agree to be bound by these General Terms and Conditions and to assume all the duties and obligations of the original Agency under the Master Contract and/or Media Booking Form(s) (in the case of a replacement) as if it were a party thereto, provided that the Mediacorp Entities may (but shall not be obliged) to accept Booking Requests submitted by a new agency even if such agreement has not been obtained from the new agency and the Advertiser and Agency shall remain liable for all bookings placed by such new agency. No Mediacorp Entity shall be responsible for any matter or dispute between the Advertiser and its agencies arising from any addition or change of the Advertiser's agencies.

## 12. No Assignment or Extension

Each of the Advertiser and Agency shall not assign or transfer any of its rights or obligations hereunder or extend the Contract Period or Booking/Campaign Period specified in the Master Contract and Media Booking Form respectively without the prior written consent of MPL. MPL and/or the Mediacorp Entity shall be entitled to freely assign or transfer any of its rights and/or obligations under the Master Contract and/or Media Booking Form(s) to any third party at its absolute discretion by written notice.

## 13. Indemnity

- 13.1 Without prejudice to any right or remedy which the Mediacorp Entities may have under law, in equity or otherwise, the Advertiser and the Agency shall be jointly and severally liable to indemnify and keep indemnified each Mediacorp Entity and all its related corporations and affiliates (each an "**Indemnified Party**") from and against any and all claims, demands, liability, legal proceedings, damages, losses, costs and expenses (including legal fees on a full indemnity basis) which may arise or occur or be taken or sought against or incurred or suffered by any Indemnified Party as a result of or in connection with the non-performance or defective or negligent performance by the Advertiser or Agency of any of its obligations hereunder or any breach of its warranties hereunder.

- 13.2 No Mediacorp Entity shall be liable to any third party for any promises, representations, warranties, offers or gifts, implied or otherwise ("**representations**") made by, for or on behalf of the Advertiser and/or Agency in connection with its advertisements or promotions. The Advertiser and Agency shall be jointly and severally liable to indemnify each Mediacorp Entity against any third party claims or liabilities which may be suffered by or incurred by a Mediacorp Entity arising from such representations.

## 14. Limitation of Liability

- 14.1 To the fullest extent permitted by law, no Mediacorp Entity shall be liable to the Advertiser or Agency for any indirect, consequential, incidental, special, exemplary or punitive damages (including without limitation lost revenues or profits) suffered by the Advertiser and/or the Agency arising out of its breach of any provision of these General Terms and Conditions or any other act or omission by it in relation to the advertising services provided to the Advertiser or Agency, and whether asserted in contract, tort or otherwise, even if it has been advised of the possibility of such loss or damage. Without prejudice to the foregoing, no action regardless of form arising out of or in connection with the advertising services provided by a Mediacorp Entity may be brought by the Advertiser or Agency against such Mediacorp Entity more than one (1) year after the cause of action has accrued.
- 14.2 Each Mediacorp Entity shall only be liable for claims arising out of advertisements placed by the Advertiser and/or Agency on its own platform, and shall not be liable for any claims arising out of advertisements placed on the platforms of other Mediacorp Entities. The Advertiser and Agency shall not make any claim or demand or commence any legal proceedings against any Mediacorp Entity in relation to advertisements placed on another Mediacorp Entity's platform.
- 14.3 To the fullest extent permitted by law, each Mediacorp Entity's aggregate liability to the Advertiser and the Agency for any claims, liability or damages arising out of or in connection with any advertisement shall be limited in aggregate to the amount of fees that the Advertiser and/or the Agency has paid to that Mediacorp Entity for such advertisement.
- 14.4 With respect to third party platforms, the Advertiser and Agency acknowledge and accept that MPL is only acting as a media representative to procure advertisements for such third party platforms and that the operations of such third party platforms are managed and controlled by the respective platform owners, and therefore no Mediacorp Entity shall be liable for any claims in relation to or arising from the operations of, or the delivery of advertisements on, such third party platforms.

# Terms & Conditions

## 15. Confidentiality

The Advertiser and Agency understand and agree that any and all information, materials, data, rates, booking, sponsorship and/or package details, disclosed by any Mediacorp Entity to the Advertiser and/or the Agency, whether in oral or written form, ("**Confidential Information**") is of a strictly secret and confidential nature and the Advertiser and Agency jointly and severally undertake not to disclose, communicate or otherwise release to any other third party any such Confidential Information.

## 16. Force Majeure

Notwithstanding anything else contained herein, no Mediacorp Entity shall be liable for any delay in performing or any failure to perform its obligations hereunder or under any other agreement with the Advertiser or Agency if such delay or failure is caused by a Force Majeure Event. For the purpose of this Clause, a "**Force Majeure Event**" shall include, but not be limited to, strikes, lock-outs, or other labour disputes, riots, civil disturbances or commotion, change of applicable laws, action or inaction of government authorities or suppliers, fire, flood, delay in or lack of transportation, public disasters, natural disasters, epidemics, wars, embargoes, acts of God or other catastrophes, acts of terrorism, failure or breakdown of machinery, computer systems or network failures, power failure or outages, failure of artistes to appear, or any cause or event beyond the reasonable control of such Mediacorp Entity.

## 17. Termination

- 17.1 Any advertising agreement may be terminated by MPL or the relevant Mediacorp Entity (i) upon giving at least seven (7) days prior notice to the Advertiser and/or Agency, or (ii) immediately upon any breach or default on the part of the Advertiser or Agency which has not been remedied within three (3) days after notice by MPL or the relevant Mediacorp Entity to the Advertiser or Agency to remedy the same. Upon termination, any Booking Requests for the time being not fully performed by any Mediacorp Entity shall, to such extent, be deemed cancelled and such Mediacorp Entity shall have no further obligation or liability to the Advertiser or Agency thereon save to refund the monies prepaid for any unperformed services. Save as aforesaid, the termination of an advertising, sponsorship agreement or production agreement shall be without prejudice to any of the accrued rights and liabilities of the parties thereto.
- 17.2 Notwithstanding any other provisions to the contrary, a Master Contract may not be terminated or cancelled by the Advertiser and/or Agency at any time under any circumstances.

## 18. Notices and Communications

All notices, orders, approvals, instructions and other communications required to be given in writing between the parties shall be delivered by hand or sent by registered mail or facsimile to the address or facsimile number of the intended recipient, as each party may from time to time have notified the other party or parties in writing. Subject to the foregoing, notices and communications shall be deemed to have been duly given (i) if sent by registered mail, upon acknowledgement of receipt, (ii) if delivered by hand, on the date of delivery, or (iii) if sent by facsimile, at the time of transmission. In addition, any notices, orders, approvals, instructions and other communications required to be given in writing by any Mediacorp Entity may also be sent by email, to such email address(es) as may be provided by the Advertiser and/or Agency from time to time.

## 19. Amendment

MPL may at any time, amend, vary or supplement these General Terms and Conditions without prior notice. Such amendment, variation or supplement shall take effect from the date when amendments are uploaded onto the relevant website.

## 20. Waiver

No failure or delay on the part of any Mediacorp Entity to exercise any right hereunder shall operate as a release or waiver thereof, nor will any single or partial exercise of any right hereunder preclude any other or further exercise of it. The rights and remedies provided herein are cumulative and not exclusive of any right or remedy provided under law, in equity or otherwise.

## 21. Severance

In the event that any provision of these General Terms and Conditions is determined to be invalid, unlawful or unenforceable to any extent, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

## 22. Governing Law

All advertising agreements with MPL and/or the Mediacorp Entities shall be governed by and construed in accordance with Singapore laws and the parties hereby submit to the non-exclusive jurisdiction of the Singapore courts. Unless expressly provided to the contrary, any person who is not a party to such advertising agreement (other than the Mediacorp Entities) shall have no right to enforce any of the terms of such advertising agreement under the provisions of the Contracts (Rights of Third Parties) Act (Cap. 53B).

# MasterContractRecovery

## MASTER CONTRACT RECOVERY

### Recovery of Excess Discounts for Non-fulfilment of Total Nett Commitment Under Master Contracts

Any and all discounts and bonuses granted to an advertiser/agency under a Master Contract are based on the allocation of the Total Nett Commitment to each media platform as specified in the Master Contract and subject to fulfilment of the Total Nett Commitment.

If the advertiser/agency is unable to meet the Total Nett Commitment by the end of the Contract period, Mediacorp shall be entitled to recover any and all excess discounts and bonuses granted.

#### For Master Contracts with Single Platform

Mediacorp will recover an amount equivalent to the difference between the actual discounts and/ or bonuses granted based on the committed amount for that media platform and the discounts and bonuses applicable based on the actual amount spent under the Master Contracts for that media platform.

Please see example below:

#### Example A : Client signs a \$450,000 Master Contract with TV (Channel 5/Channel 8/Channel U):

Platform	Nett Commitment	Master Contract Entitlements	Nett Fulfilment
TV Channel 5/ Channel 8/ Channel U	\$450,000.00	7% Volume Discount	\$350,000.00

#### Calculation of Volume Discount Recovery

Nett fulfilment	\$350,000.00
Gross fulfilment @ 7%	\$376,344.09 (\$350,000/ 0.93)
VD amount @ 7%	\$26,344.09
VD entitled based on fulfilment @ 6%	\$22,580.65
Recovery	<u>\$3,763.44</u> (\$26,344.09 - \$22,580.65)

Above illustration assumes all expenditure are entitled to Volume Discount (VD)



# Master Contract Recovery

## For Master Contracts with Multiple Platforms

Mediacorp will recover, as above, the excess discounts and/ or bonuses granted for the platform beginning with the biggest shortfall and then thereafter in descending order, based on the amount under-fulfilled for each applicable platform.

Please see example in table below:

Platform	Nett Commitment	Master Contract Entitlements	Nett Fulfilment	Over-fulfilled/(Under-fulfilled)
Channel 5/Channel 8/ Channel U	\$1,300,000.00	12% Volume Discount & 18% Special Bonus	\$ 700,000.00	(\$600,000.00)
okto/Suria/Vasantham	\$100,000.00	12% Volume Discount	\$ 200,000.00	\$100,000.00
Radio	\$ 500,000.00	30% Volume Discount	\$ 200,000.00	(\$300,000.00)
	<u>\$1,900,000.00</u>		<u>\$1,100,000.00</u>	<u>(\$800,000.00)</u>

Platform	Distribution of Overall Shortfall	Bonus Usage	Master Contract Entitlements used for Recovery			Recovery Amount	
			Fulfilment used for Recovery	Bonus/Volume Discount Entitlement (%)	Bonus Entitlement	Bonus Recovery	Volume Discount Recovery
Channel 5/ Channel 8/ Channel U	\$800,000.00		\$700,000.00	10% Volume Discount & 15% Special Bonus	\$105,000.00	\$95,000.00	\$15,909.10
okto/Suria/ Vasantham			No Recovery for okto/Suria/Vasantham				
Radio			\$300,000.00	25% Volume Discount			\$14,285.72
	<u>(\$800,000.00)</u>						

### Calculation of Volume Discount Recovery on Radio

Nett Commitment	\$ 500,000.00	(VD = 30%)
Gross Commitment	\$ 714,285.71	
VD amount @ 30%	<u>\$ 214,285.71</u>	
Nett fulfilment	\$ 200,000.00	
Gross fulfilment @ 30%	\$ 285,714.29	
VD amount @ 30%	\$ 85,714.29	
VD amount @ 25%	\$ 71,428.57	
Recoverable amount	<u>\$ 14,285.72</u>	(\$85,714.29 – \$71,428.57)

### Calculation of Volume Discount Recovery on Channel 5/Channel 8/Channel U

Nett Commitment	\$1,300,000.00	(VD = 12%)
Gross Commitment	\$1,477,272.73	
VD amount @ 12%	<u>\$ 177,272.73</u>	
Nett fulfilment	\$ 700,000.00	
Gross fulfilment @ 12%	\$ 795,454.55	
VD amount @ 12%	\$ 95,454.55	
VD amount @ 10%	\$ 79,545.45	
Recoverable amount	<u>\$ 15,909.10</u>	(\$95,454.55 – \$79,545.45)

Above illustration assumes all expenditure are entitled to Volume Discount/Special Bonus

# Submission Deadlines & IMDA Advertising Code

## BOOKING DEADLINE

1. All Booking Requests must be submitted at least 3 full Working Days before the date of telecast, including the day of booking and broadcast.
2. All Booking Requests shall be final and binding on the Advertiser and Agency upon submission and may not be terminated, cancelled or rescheduled.
3. Sponsorship entitlements shall take precedence over spot bookings and spots with premium positioning.

## COPY DEADLINE

1. All commercial materials and written copy instructions must be given to the Commercial Operations – TV Copy Admin at least 3 full working days (including day of transmission) prior to the telecast date. In the absence of copy instructions, Mediacorp will not be held responsible for wrong versions telecast.
2. Bookings sent to the Commercial Operations – TV Ad Admin cannot be taken as copy instructions. Conversely, copy instructions cannot be taken as bookings.
3. Scripts/storyboards of commercials must be cleared with the Commercial Operations – TV Copy Admin, and where required, approval from the relevant authorities obtained, before production.

## INFOCOMM MEDIA DEVELOPMENT AUTHORITY ADVERTISING CODE

### TELEVISION AND RADIO ADVERTISING AND SPONSORSHIP CODE

Please refer to <https://www.imda.gov.sg/-/media/imda/files/regulation-licensing-and-consultations/codes-of-practice-and-guidelines/acts-codes/tv-and-radio-advertising-and-sponsorship-code.pdf?la=en>



# Technical Specifications

## TECHNICAL SPECIFICATIONS FOR COMMERCIALS

### AUDIO SPECIFICATIONS FOR HD TV COMMERCIALS

The full mix tracks of the commercial must have an average loudness level of  $-24\text{LKFS} \pm 1$ , as measured using a meter compliant with the latest ITU-R BS.1770 standard. If the commercial has multiple segments, each segment must have an average loudness level of  $-24\text{LKFS} \pm 1$ .

The commercial must also have consistent loudness levels. Short term loudness levels must not rise more than 4 above ( $\leq -20\text{LKFS}$ ) or 4 below ( $\geq -28\text{LKFS}$ ) the average loudness level of the commercial or commercial segment.

Short term loudness levels are derived using a continuous sliding window 3 seconds in duration, as specified in EBU tech 3341. The short term loudness level for each second is derived by calculating the average loudness level of the past 3 seconds, as measured using a meter compliant with the latest ITU-R BS.1770 standard.

Mediacorp will not use “Dialogue Intelligent” meters when evaluating the loudness levels of commercial. Mediacorp will measure the loudness level of the entire commercial, not only the sections containing speech or dialogue.



# Technical Specifications

## 1. DIGITAL DELIVERY (IMD Cloud)

File delivery has now become easier, faster and cost effective in Singapore with IMD. For more information, please contact [support@imdccloud.net](mailto:support@imdccloud.net) or visit [www.imdccloud.net](http://www.imdccloud.net)

IMD was previously known as eBUS, but is now part of [www.groupimd.com](http://www.groupimd.com)

### IMX30 Standard Definition (SD)

#### Video File

Will be up-converted to HD 16:9 Full Frame without Pillar Bar.

### XDCamHD High Definition (HD)

#### Video File

File	: XDCam 422 OP1a MXF wrapped
File Extension	: .mxf
File Chroma Encoding	: 4:2:2
Encoding Bitrate	: 50Mbit/sec
Encoding GOP	: 12
MPEG Encoding Type	: Interlaced TFF
Video Standard	: HDTV 1080/50i
Levels	: Standard Video Levels BT.709 (16-235. Not RGB 0-255)
Aspect Ratio	: 16:9 Full Frame with 1:1 Pixel Aspect Ratio
Frame Size	: 1920(H) x 1080(V) pixels
Frame Rate	: 25.00 fps
Picture Scan Type	: Interlaced TFF or Progressive
Duration	: As specified at upload time mm:ss:ff <sup>(Note 2)</sup>

#### Audio

Encoding	: PCM with each audio channel as separate stream in MXF
Audio Channels	: 2
Audio Sample Rate	: 48kHz
Maximum Permitted Peak Level	: 9.0dB below full scale peak reading (-9dBFS) <sup>(Note 3)</sup>
Audio Loudness Integrated	: -24LKFS +/-1 according to BS1770-3 <sup>(Note 1)</sup>

#### Note:

1. Mediacorp now requires audio to meet the loudness of BS 1770-3: -24LKFS +/- 1. IMD automatically quality checks your ads to ensure audio loudness is OK.
2. Files must be exact duration; first frame to last frame only. No slate, bars, black, clock or audio tone. This is now done automatically.
3. Max audio peaks are measured as 'digital instantaneous peaks', not 'PPM' peaks
4. IMX MXF files are accepted with 2 or 4 audio channels (e.g. Avid generated), but only the first 2 channels will be used
5. IMX files include VBI (32 black lines at top of frame). Non-QuickTime software video players (e.g. VLC) show the correct 720x608 file size with 32lines black at top, but this is normal - active picture is still 720x576



# Technical Specifications

## 2. DIGITAL DELIVERY (Adstream)

### Standard Definition (SD) Digital File

#### Video File

Will be up-converted to HD 16:9 Full Frame without Pillar Bar.

### High Definition (HD) Digital File

#### Video File

Container : Quicktime  
Encoder : XDCAM HD422 1080i50 (50Mb/s) CBR  
Width : 1920  
Height : 1080  
Frame Rate Mode : Fixed Frame Rate  
Frame Rate : 25  
Interlacing : Upper/Top field first  
Aspect Ratio : 16:9 Full Frame

#### Stereo or Full Mono Audio

Encoder : PCM Little Endian  
Channels - 1 : Main Stereo Left or Mono Full Mix  
Channels - 2 : Main Stereo Right or Mono Full Mix  
Sample Rate (kHz) : 48.000kHz  
Bit/Sample : 24  
Reference (dBFS) : -20  
Max Peak (dBFS) : -10  
Ballistic : PPM Type II

Submit TVC material digitally to Mediacorp via adstream at [www.adstream.com](http://www.adstream.com)

Mediacorp Advertising Enquiries  
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[mae@mediacorp.com.sg](mailto:mae@mediacorp.com.sg)