

# MASTER CONTRACT

EFFECTIVE 1 APRIL 2019

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# Master Contract Rate Card

Commit your advertising budget on Mediacorp when you sign a unified Master Contract and enjoy the benefits of Volume Discount on all Platforms. And if you renew your Master Contract before its expiry date, you can enjoy an additional Early Bird Incentive Discount.

## VOLUME DISCOUNT

When an advertiser signs a unified Master Contract for a commitment on Mediacorp for a 12-month period, he enjoys an upfront cash discount on all Platforms on Mediacorp.

Master Contract (unified) Total Net Commitment	Volume Discount			
	TV	Radio	OOH	Digital
\$60,000 - < \$100,001	0%	20%	10%	10%
\$100,001 - < \$250,001	15%	25%	15%	15%
\$250,001 - < \$350,001	20%	30%	20%	20%
\$350,001 - < \$500,001		35%	25%	25%
\$500,001 - < \$800,001	25%	40%	30%	30%
\$800,001 onwards	35%			

### Note:

- The Master Contract can be signed at any time in the year.
- An advertiser may upgrade his level of commitment during the contract period. The new level of discount will be applied from the point of upgrading. No retrospective discount will be given.
- Volume Discount is only applicable to standard spot buys on TV and Radio platforms and standard rate card inventory on Digital and OOH platforms.
- If an advertiser fails to meet the Total Net Commitment during the Contract Period, the Volume Discount shall be withdrawn or reduced based on actual expenditure.

## EARLY BIRD INCENTIVE DISCOUNT

An advertiser who renews his Master Contract before its expiry date will enjoy a 5% Early Bird Incentive Discount.

### Note:

- Early Bird Incentive Discount is only applicable to standard spot buys on TV and Radio platforms, standard rate card inventory on Digital and OOH platforms, and sponsorship packages only.

# Master Contract Recovery

## RECOVERY OF EXCESS DISCOUNTS FOR NON-FULFILMENT OF TOTAL NET COMMITMENT UNDER A UNIFIED MASTER CONTRACT

Any and all discounts granted to an advertiser / agency under a unified Master Contract are based on the Total Net Commitment as specified in the Master Contract and subject to the fulfilment of the Total Net Commitment.

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

Please see example below:

### Example A :

Client signs a \$500,001 Master Contract with the following Volume Discount per platform

Total Net Commitment	TV	Radio	OOH	Digital
	Volume Discount (given upfront)			
\$500,001	25%	40%	30%	30%

Client did not manage to meet the Total Net Commitment

Total Net Fulfilment	TV	Radio	OOH	Digital
\$400,000	\$200,000	\$100,000	\$50,000	\$50,000

With Total Net Fulfilment at \$400,000, the rightful Volume Discount per platform as follows:

Total Net Fulfilment	TV	Radio	OOH	Digital
	Rightful Volume Discount			
\$400,000	20%	35%	25%	25%

### Calculation of Volume Discount Recovery

a) Compute VD Given Upfront based on Net Commitment

Total	TV	Radio	OOH	Digital
Gross Fulfilment before Volume Discount				
\$576,190.48	\$266,666.77	\$166,666.67	\$71,428.57	\$71,428.57
Net Fulfilment after Volume Discount (given upfront)				
VD	25%	40%	30%	30%
\$400,000.00	\$200,000.00	\$100,000.00	\$50,000.00	\$50,000.00
Volume Discount (given upfront)				
\$176,190.48	\$66,666.67	\$66,666.67	\$21,428.57	\$21,428.57

# Master Contract Recovery

b) Compute Rightful VD based on Net Fulfilment

Total	TV	Radio	OOH	Digital
Gross Fulfilment before Volume Discount				
\$576,190.48	\$266,666.77	\$166,666.67	\$71,428.57	\$71,428.57
Net Fulfilment after Volume Discount (Rightful)				
VD	20%	35%	25%	25%
\$428,809.52	\$213,333.33	\$108,333.33	\$53,571.43	\$53,571.43
Volume Discount (Rightful)				
\$147,380.95	\$53,333.33	\$58,333.33	\$17,857.14	\$17,857.14

c) Volume Discount Recovery (Difference between VD given Upfront & Rightful VD)

Total	TV	Radio	OOH	Digital
VD Recovery				
\$28,809.52	\$13,333.33	\$8,333.33	\$3,571.43	\$3,571.43

Above illustration assumes all expenditure are entitled to Volume Discount

**Example B :**

Client signs a \$1,000,000 Master Contract with the following Volume Discount per platform

Total Net Commitment	TV	Radio	OOH	Digital
Volume Discount (given upfront)				
\$1,000,000	35%	40%	30%	30%

Client did not manage to meet the Total Net Commitment

Total Net Fulfilment	TV	Radio	OOH	Digital
\$750,000	\$500,000	\$150,000	\$50,000	\$50,000

With Total Net Fulfilment at \$750,000, the rightful Volume Discount per platform as follows:

Total Net Fulfilment	TV	Radio	OOH	Digital
Rightful Volume Discount				
\$750,000	25%	40%	30%	30%

# Master Contract Recovery

## Calculation of Volume Discount Recovery

a) Compute VD Given Upfront based on Net Commitment

Total	TV	Radio	OOH	Digital
Gross Fulfilment before Volume Discount				
\$1,162,087.91	\$769,230.77	\$250,000.00	\$71,428.57	\$71,428.57
Net Fulfilment after Volume Discount (given upfront)				
VD	35%	40%	30%	30%
\$750,000.00	\$500,000.00	\$150,000.00	\$50,000.00	\$50,000.00
Volume Discount (given upfront)				
\$412,087.91	\$269,230.77	\$100,000.00	\$21,428.57	\$21,428.57

b) Compute Rightful VD based on Net Fulfilment

Total	TV	Radio	OOH	Digital
Gross Fulfilment before Volume Discount				
\$1,162,087.91	\$769,230.77	\$250,000.00	\$71,428.57	\$71,428.57
Net Fulfilment after Volume Discount (Rightful)				
VD	25%	40%	30%	30%
\$826,923.08	\$576,923.08	\$150,000.00	\$50,000.00	\$50,000.00
Volume Discount (Rightful)				
\$335,164.84	\$192,307.69	\$100,000.00	\$21,428.57	\$21,428.57

c) Volume Discount Recovery (Difference between VD given Upfront & Rightful VD)

Total	TV	Radio	OOH	Digital
VD Recovery				
\$76,923.08	\$76,923.08	\$0.00	\$0.00	\$0.00

Above illustration assumes all expenditure are entitled to Volume Discount

# General 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 eBS 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 Advertisements on digital platforms will be displayed on a space-available basis only. MPL does not guarantee delivery based on clicks or acquisitions. Where the Media Booking Form sets out an agreed number of impressions, MPL will use best efforts to meet such number within the duration of the campaign, failing which MPL shall have the discretion to extend the duration of the campaign and/or bill the Advertiser or Agency according to the number of impressions delivered and refund any fees paid in advance for any impressions not delivered, whereupon MPL shall have no further liability to the Advertiser or Agency.
- 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.

- 4.4 PMP (Private Marketplace) ad spend on Mediacorp platforms may be counted towards fulfilment of Total Net Commitment under a Master Contract. For avoidance of doubt, programmatic ad spend through Open Exchange may not be counted towards fulfilment of Total Net Commitment. Where PMP ad spend is executed through SMX (Singapore Media Exchange), Google or other third parties, the amount to be counted towards fulfilment will be based on the net amount actually received by MPL from such third parties (after all applicable deductions).

## 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.



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- 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 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:-
- infringe the intellectual property rights or the rights or interests of any person;
  - contain false or unwarranted claims for any product or service and/or defamatory statements;
  - constitute, amount to or be deemed an unfair practice under the Consumer Protection (Fair Trading) Act (Cap. 52A); or
  - 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, 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.

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## 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 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).

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- 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 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 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) The Advertiser and Agency may not make or use any audio or audio-visual recordings of the Talent(s) or take or use any photographs of the Talent(s) without express prior written consent of the relevant Mediacorp Entity.
  - f) 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

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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.

- (g) The Advertiser and Agency acknowledge that the relevant Mediacorp Entity shall have first say and control over publicity of the Talent(s). All publicity of the Talent(s) that is required to be featured in any form of media (public or otherwise) shall be approved by MPL prior to the release of the same. Advertiser further undertakes not to use or adapt for use any such publicity which is or has been rejected or disapproved by MPL.
- (h) For the avoidance of doubt, unless expressly agreed in writing by the relevant Mediacorp Entity, the Talent(s) shall not be restricted or prevented from endorsing, marketing or promoting any other products or services, whether or not competitive with the Advertiser's products or services.

## 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 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

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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.

## 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.

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## 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).

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