

GENERAL TERMS & CONDITIONS

1. DEFINITIONS

- a. "MPTV" means TV3, ntv7, 8TV, TV9, its successors-in-title, authorized representatives and permitted assigns;
- b. "The Advertiser" means a person, firm or company making a booking directly or otherwise, through or by means of an advertising agent or agency and includes its successors-in-title, authorized representatives and permitted assigns;
- c. "The Agent" means a person, firm or company carrying on the business involving the selection or purchase of advertising time for persons wishing to advertise;
- d. "The Client" means the Advertiser and/or the Agent as the case may be;
- e. "Airtime Agreement" means the agreement entered into between MPTV and the Client for the purchase of the airtime;
- f. "Sponsorship Agreement" means the agreement entered into between MPTV and the Client for the purpose of sponsoring the broadcast of a programme;
- g. "The Agreements" means either or both of the following:
 - i. Airtime Agreement;
 - ii. Sponsorship Agreement; or any other agreement between the parties where-in these terms and conditions have been incorporated by reference;
- h. "The Advertisement Material" means any filmlets in Beta format and any other material intended for transmission by MPTV;
- i. "Date of Transmission" means the date of intended transmission of the Advertisement Material and where there is more than one date of transmission, the Date of Transmission means the date of the first transmission;
- j. "Working Day" means a day other than Saturday, Sunday or a public holiday;
- k. "Confirmed Booking" means a booking confirmed by MPTV, and in the case of the Airtime Agreement only, by the use of form ATPD (Air Time Purchase Detail); and
- l. "The Technical and Language Requirements" means the requirements as set out in Appendix C.



2. ADVERTISEMENT MATERIAL

The Advertisement Material submitted by the Client must:

- a. satisfy the Technical and Language Requirements of MPTV;
- b. comply with the **Perbadanan Kemajuan Filem Nasional Malaysia Act 1981** and the **Broadcasting Act 1987** (and any amending or superseding Act);
- c. comply with any other laws, by-laws, rules and regulations from time to time in force in Malaysia;
- d. comply with the "Advertising Code for Television and Radio" and any other advertising code or guidelines issued by the **Malaysian Communications and Multimedia Commission (MCMC)** from time to time and any amendments/revisions made thereto.

3. ACCEPTANCE OF ADVERTISEMENTS

- a. The Advertisement Material, Booking Order and transmission instructions must be delivered to MPTV not less than seven (7) working days prior to the Date of Transmission.
- b. Delivery of the Advertisement Material shall be deemed to have been made only when the Technical and Language Requirements have been met and the relevant transmission instructions have been given.
- c. Transmission instructions must be made or confirmed by the Client in writing by email or facsimile to MPTV.
- d. In the event of non-compliance with any of the requirements in paragraphs 3.(a) to 3.(c) above by the Client:
 - i. MPTV shall not be liable for any error or accidental misuse of the Advertisement Material during transmission; or
 - ii. MPTV may cancel the booking and at its discretion impose a surcharge under paragraph 8 below as if the cancellation had been made by the Client.
- e. If MPTV decides that the Advertisement Material is unsuitable, MPTV shall notify the Client who, in turn, must submit alternative advertisement material as soon as possible and in any case not later than five (5) working days prior to the Date of Transmission.
- f. Provision of paragraph 3.(d)(ii) shall also apply if:
 - i. No alternative advertisement material is supplied by the Client; or
 - ii. The alternative material is also unsuitable.
- g. The provision of paragraph 3.(a) to 3.(f) above shall be without prejudice to any special arrangements for bookings made at shorter notice.



- h. MPTV reserves the right, in its absolute discretion and without incurring any liability whatsoever to the Client to:
 - i. decline to transmit any advertisement without any reason in writing for so declining but the Client shall not be liable to pay for any advertisement not transmitted: and/or
 - ii. fade, edit or cut the advertisement or any part thereof which in the opinion of MPTV contains unsuitable material but the Client shall remain liable to MPTV for the charges incurred and payable hereunder or by virtue of the Agreements.

4. DATES/TIMES OF TRANSMISSIONS

- a. MPTV will endeavor to transmit the advertisement at the dates and times booked and confirmed but MPTV does not warrant that the dates and/or times of transmission shall be adhered to.
- b. If an advertisement is not transmitted on the day and in a segment of the rate arranged, MPTV shall offer a transmission at some other time and/or some other date in the segment of the rate bearing the same value as that originally booked.
- c. MPTV reserves the right, in its absolute discretion and without incurring any liability whatsoever to the Client, to:
 - i. reschedule confirmed bookings of airtime if conflicts arise between products or programmes as a result of bookings of sponsorship;
 - ii. place all air airtime booked under a previous programme title into a new programme title if the previous programme title has been changed; and
 - iii. pre-empt any booked spot.
- d. The Client shall notify the Client Service Group of MPTV of any technical errors or incorrect material used in its advertisements within forty eight (48) hours of transmission, failing which, the advertisement shall be deemed to have been correctly transmitted and shall be invoiced accordingly.

5. CANCELLATIONS

- a. Without prejudice to any antecedent rights of MPTV, the Client may cancel confirmed bookings (except in the case of paragraphs 5.(c) below) upon giving written notice to MPTV and subject to the payment of the following surcharges:

No. of Days from Date of Written	Surcharge % of Gross Rate
i) More than 30	10%
ii) 20 – 29	30%
iii) 10 – 19	50%
iv) Less than 10	100%

- b. Any written notice of cancellation shall take effect only upon receipt of the same by MPTV.

- c. Save for the cancellations provided for in this condition, the Client shall not be entitled to terminate or cancel a Sponsorship Agreement for any reason other than provided for. The Client shall be liable to pay in full the Gross Value.

6. DIRECT CLIENT

- a. Where the Client deals directly with MPTV for the purchase of the advertising time without using the services of any advertising agent, MPTV shall issue billings directly to the Client in accordance with the payment details under any of the Agreements.
- b. Due to the non-use of any advertising agent, there will be no fifteen percent (15%) agency commission payable by MPTV.

7. ADVERTISING AGENCIES

- a. Where the Client is an advertising agent, the Agent shall be deemed to contract as principal in all respects and as such shall be personally liable, inter alia, for the payments of accounts.
- b. In the event that the Agent is replaced by another agent ("the new Agent") on the authorization, expressed or implied, of the Advertiser during the operational period of the Agreement, the Agent shall notify MPTV forthwith of such change.
- c. The terms and conditions of the Agreements and herein shall be binding on the new Agent with effect from the date of its appointment.
- d. The Agent shall not be discharged from any liability incurred prior to the date of appointment of the new Agent unless MPTV has given its approval in writing to an alternative arrangement between the relevant parties.
- e. MPTV shall be responsible for the fifteen percent (15%) agency commission due and payable to the Agent.

8. PUBLICITY AND INFORMATION CONCERNING ADVERTISEMENTS

No client shall without the prior consent of MPTV publish any information in connection with any advertisement which has been or is to be transmitted by MPTV.

9. GOVERNMENT TAX

All bookings attract a fixed 6% government tax and is subject to change based on government ruling.