

Rate Card 2011

Basic Spot Rates (in Hong Kong Dollars)

Effective Date: 1st January, 2011*

KMB + CTB + NWFB Daily 12 spots per bus (A 80-minute loop rotates within 16 telecast hours daily)						
	1000-Bus	1600-Bus	2000-Bus	3200-Bus	2800-Bus	4800-Bus
30-sec	46,406	74,250	92,813	148,500	129,938	222,750
25-sec	41,738	66,780	83,475	133,560	116,865	200,340
20-sec	37,103	59,364	74,205	118,728	103,887	178,092
15-sec	30,139	48,222	60,278	96,444	84,389	144,666
10-sec	23,209	37,134	46,418	74,268	64,985	111,402
5-sec	16,245	25,992	32,490	51,984	45,486	77,976

Please observe the following terms and conditions in addition to our General Terms & Conditions of the prevailing rate card.

1. Basic spot rates comprise airtime advertising rate, internal production and logistic cost.
2. Basic spot rates include 15% agency commission.
3. 10% loading on the 4th and onwards spots within a loop.**
4. 10% loading on the 3rd and onwards commercial segments within a loop.**
5. 15% loading for Back-to-Back or Sandwich pattern.
6. Subject to airtime availability, basic spot rates are accepted on a first come first served basis.
7. All booking amount will be debited at the first on-air date of the spot(s).
8. All bookings are non-cancelable.

**Spot duration over 1-min will count as commercial segment

Enquiry Hotline:
2746 5266



RoadShow Media Limited

No. 9, Po Lun Street, KMB Building, Lai Chi Kok, Kowloon, Hong Kong
Tel: (852) 2746 5200 Fax: (852) 2744 7055 香港九龍荔枝角寶輪街九號



General Terms & Conditions:

All Bookings (as defined herein) made shall be subject to these Conditions (as defined herein) which shall become a binding contract on the Advertiser and the Advertising Agent.

1. DEFINITIONS:

In these conditions, the terms contained herein, the initial letter of which is capitalised, shall have the following meanings (except where the context otherwise dictates):

- Advertiser** means a person, firm or company which has placed Booking(s) with RoadShow Media or has authorised its Advertising Agent to place Booking(s) with RoadShow Media. The term shall also include the Advertiser's successors in title and assigns. Advertiser, together with its Advertising Agent, shall be jointly and severally responsible for all sums due to RoadShow Media under these Conditions.
- Advertising Agent** means a person, firm or company which is authorised by the Advertiser to place Booking(s) with RoadShow Media and who/which agrees to be bound jointly and severally together with the Advertiser for all sums due to RoadShow Media under these Conditions, in consideration of the entitlement of discount referred to in Condition 11 (c) below. The Advertising Agent appointed by the Advertiser shall be deemed to have full authority to act on all matters connected with the placing and changing of Bookings and the approval or amendment of Material(s). RoadShow Media reserves the right to accept or reject the Advertising Agent appointed by the Advertiser at its absolute discretion.
- Booking** means any request, agreement, commitment form, purchase order, booking order or contract for the purchase of airtime, facilities or other services made by the Advertiser and/or Advertising Agent with RoadShow Media subject to these Conditions.
- Conditions** means the general terms and conditions contained herein and as amended from time to time by RoadShow Media.
- Hong Kong** means the Hong Kong Special Administrative Region of the People's Republic of China.
- Material(s)** means any material including, but not limited to programmes, products, services, copy, talent, scripts, films, slides, video-tapes, recordings and music supplied to RoadShow Media by the Advertiser and/or the Advertising Agent for the purpose of commercial announcements promoting the Advertiser's or Sponsor's Product.
- Product** means the goods, services or otherwise the Advertiser wishes to promote.
- Programme** means a film, show or otherwise supplied to RoadShow Media by the Advertiser and/or the Advertising Agent which will be telecasted during the Advertiser's Product which will become the subject of commercial announcements.
- Rates** means the rate of charges determined by RoadShow Media from time to time as applicable to any Booking.
- Rate Card** means the prevailing rate card published by RoadShow Media from time to time containing details of the basic spot rates which comprise airtime advertising rate, production and logistic cost, these Conditions and such other terms and conditions as governed by the terms of business of RoadShow Media.
- Agency Commission** means at the Company's current rate, is available to all accredited, recognized advertising agencies and shall be calculated on the net value of the charges for an order of airtime advertising rate, production and logistic cost.
- RoadShow Media** means RoadShow Media Limited.
- Sponsor** means an Advertiser who contracts with RoadShow Media for the telecast of a Programme whether owned by RoadShow Media, the Sponsor or other third parties.

2. PROGRAMME SPONSORSHIP:

Quotations and the terms and conditions for Programme sponsorship are available upon request.

(a) SPONSORED PROGRAMMES:

Programme owned by RoadShow Media will be made available to the Sponsor for sponsorship only on the basis of a minimum number of sessions which may differ from Programme to Programme. Sponsor-owned Programmes may be acceptable by RoadShow Media subject to a minimum number of sessions and other terms and conditions mutually agreed between RoadShow Media and the Sponsor. A facilities charge must be paid for the telecast of a Sponsor-owned Programme.

(b) COMMERCIAL ANNOUNCEMENTS TELECAST WITHIN SPONSORED PROGRAMMES are placed after the opening but before the closing section of the Programme. RoadShow Media will be the sole arbiter in the placement of commercial announcements.

(c) OPENING AND CLOSING ANNOUNCEMENTS are limited to a maximum of five (5) seconds of audio and video content, but will not incur any additional charge if they are restricted to the identification of either the Sponsor's product name or company name.

3. AMENDMENTS IN RATES OR CONDITIONS:

(a) RoadShow Media reserves the right to amend its standard Rates or Conditions at any time by giving not less than one month written notice to Advertisers or Advertising Agent who have a Booking in force at that time. The Rates payable by and the Conditions applicable to the Advertiser and/or the Advertising Agent shall be those in force at the time of transmission, but the Advertiser and/or the Advertising Agent concerned shall (by serving written notice to RoadShow Media within thirty days of receiving notice of such change) be entitled to cancel any Booking outstanding to which the amended Rates or Conditions would otherwise be applicable.

(b) RoadShow Media reserves the right to request special charges and conditions which shall preempt all normal Rates and Conditions from time to time for particular programmes. Whilst RoadShow Media will give sufficient notice to Advertisers who have a Booking in force at the time, RoadShow Media is not obliged to so. The Advertisers and/or the Advertising Agent concerned may, subject to availability, select other times or Programmes at the same rate.



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4. VARIATIONS IN LICENSED BUS NUMBER

The number of licensed buses equipped with MMOB system may be varied from time to time at sole discretion of RoadShow Media.

5. VETTING OF MATERIALS:

It is the responsibility of the Advertiser and the Advertising Agent to provide RoadShow Media with Materials, which are suitable for telecast in accordance with the Conditions set out herein and all laws, regulations and government directions. The Advertiser and the Advertising Agent shall be jointly and severally liable for their obligations under the Booking and shall pay in full the contractual amount, whether or not the Materials have been telecasted.

6. ACCEPTABILITY OF MATERIAL:

- (a) Once Bookings are made it is the responsibility of the Advertiser and the Advertising Agent to supply Materials that are acceptable to RoadShow Media. RoadShow Media reserves the right, at its absolute discretion and without incurring any liability, to decline, delay or halt the transmission of any Material and RoadShow Media shall not be obliged to give any reason thereof. If the Advertiser and its Advertising Agent fail to provide RoadShow Media with Material that is acceptable to RoadShow Media within the deadline set out herein, the Advertiser and its Advertising Agent shall still be fully liable for their obligations under the Booking and shall pay RoadShow Media in full for the charges applicable to the Booking, whether or not any Material is in fact telecasted.
- (b) RoadShow Media reserves the right, at its absolute discretion, to do any act or thing in respect of the transmission of any Material or part thereof (including the fading, editing, cutting or rearranging thereof) and RoadShow Media shall not thereby incur any liability for the transmission of any such advertisement or part thereof, but the Advertiser and/or the Advertising Agent shall remain liable to RoadShow Media for the payment of such advertisements.
- (c) RoadShow Media reserves the right to determine and restrict any contiguous telecast or repeated transmissions of the same or substantially the same advertisement.
- (d) To the fullest extent permitted by law, RoadShow Media shall not be liable to the Advertiser and the Advertising Agent or any other party for any claims, loss, damages, costs, expenses or any liability incurred or arising herein nor shall RoadShow Media be liable for any direct, indirect, incidental, special, consequential or exemplary damages from loss of profits, goodwill, and the like whether or not RoadShow Media has been advised or is aware of the possibility of such damages.
- (e) No Material shall be displayed, telecasted or broadcasted if such display, telecasting or broadcasting of the Material, or any part of which is, in the opinion of RoadShow Media and whose decision is conclusive, considered to be:-
 - (i) illegal or prohibited by the Government of Hong Kong; or
 - (ii) infringing the intellectual property rights of any party; or
 - (iii) libelous, indecent or abusive; or
 - (iv) objectionable or undesirable; or
 - (v) political; or
 - (vi) breaching any contractual, legal or fiduciary obligations of confidentiality or privacy to any party; or
 - (vii) having adverse effects on the image of RoadShow Media, its holding company, associate, subsidiary or fellow subsidiary; or
 - (viii) promoting the business or image of RoadShow Media's competitors, RoadShow Media's holding company's or its associates, subsidiary or fellow subsidiary's competitors,and the Advertiser and the Advertising Agent undertakes to fully indemnify RoadShow Media against all actions, damages, claims, costs, expenses and demands suffered by RoadShow Media in connection with or arising from the use, display, telecasting or broadcasting of the Materials or any part thereof which falls within any of (i) to (viii) above.

7. ADVERTISING MATERIAL AND DEADLINES:

- (a) A material instruction schedule covering all scheduled telecast time must be supplied to RoadShow Media in writing for every Booking and must contain the following information: date and time of the scheduled spot(s), name of Product, duration and type of Material, reference or code name of Material. The deadline for submission of Material instruction schedule is five (5) working days before the schedule date of telecast. If such written material instruction schedule is not provided or if the material instruction schedule is provided partially or wholly by oral means, or if the written/oral material instruction is in any way incomplete or unclear, the Advertiser accepts that RoadShow Media shall exercise its discretion where necessary in the assignment of material instruction under the Booking without incurring any liability whatsoever to the Advertiser. The Advertiser shall remain fully liable for the payment of the full amount made under the Booking.
- (b) Each item of Material shall be sent to RoadShow Media in a separate container, labeled with the following information: identification number, name of Advertiser/Advertising Agent/Sponsor, name of Product, duration and type of material.
- (c) Deadline for the submission of the Material is seven (7) days (excluding Saturday, Sunday and public holiday) prior to scheduled telecast if the audio script and storyboard of the Material has previously been given a positive clearance by RoadShow Media. RoadShow Media may, at its absolute discretion, accept the delivery of Material where no prior positive clearance has been obtained but has been delivered to RoadShow Media ten (10) days (excluding Saturday, Sunday and public holiday) prior to scheduled telecast. The prior positive clearance given by RoadShow Media to the audio script and storyboard shall not be regarded as a guarantee of the acceptability of the Material to RoadShow Media.
- (d) Whenever a specific length of transmission other than announcement spots is booked, it shall be the duty of the Advertiser and the Advertising Agent to provide Material that will run for the transmission length as specified. If the Advertiser and the Advertising Agent fail to provide such material RoadShow Media shall be entitled, but shall be under no duty, to use the remaining time and the Advertiser and the Advertising Agent will remain liable to pay the full amount made under the Booking. Where the Advertiser supplies Material which exceeds the transmission length, RoadShow Media shall transmit such part of it that will complete the transmission length without exceeding the same and without incurring any liability whatsoever to the Advertiser.
- (e) In respect of basic spots, unless material is supplied by the Advertiser which exactly covers the time agreed for the basic spots, RoadShow Media may run any part of such basic spots or any other Material it may have available for the Advertiser's Product(s) during the basic spots as it sees fit without incurring any liability whatsoever to the Advertiser. The Advertiser shall still remain liable to RoadShow Media for the fees payable hereunder for such Booking.

8. WARRANTIES AND INDEMNITIES:

Each of the advertiser and the Advertising Agent warrants and undertake that

- (a) it will be responsible for obtaining all necessary licences and consents to and paying for all necessary licence fees for the transmission of any advertising or copyright material contained or the appearance of any person contained in the Material supplied by it for telecast;
- (b) the Materials will not infringe any copyright or any other intellectual property rights of any person, firm or company and will not contain any libelous, indecent, abusive or defamatory materials.



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- (c) the Materials will not contain any matter which is in breach of their provisions of any law, regulation, order or other legal enactment of Hong Kong for the time being in force.
- (d) it will fully indemnify and keep RoadShow Media indemnified against all actions, proceedings, costs (including legal costs on a full indemnity basis), damages, expenses, penalty claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use, recording or telecasting of any advertisement copy, Material or matter supplied by or transmitted for the Advertiser or the Advertising Agent, including all costs incurred in obtaining advice on and dealing with threatened claims or proceedings whether or not actually brought or instituted.

9. CANCELLATION OF TELECASTS:

- (a) RoadShow Media reserves the right to cancel any scheduled telecast or any part thereof without any prior notice to Advertiser and/or Advertising Agent. The cancellation of any one or more Programmes or spots shall not invalidate the entire Booking nor entitle the Advertiser and/or the Advertising Agent to any claims for loss or damage in respect other than such compensation as mentioned in paragraph 8(b) below.
- (b) Any cancellation by RoadShow Media under paragraph 8(a) above will, at the sole and absolute discretion of RoadShow Media, be compensated for (i) by the granting of additional spots of a like value, or (ii) by an extension of any Booking at no extra charge to the Advertiser, or (iii) by the deduction of a prorated value of the Programme or spots cancelled, from the amount otherwise owned to RoadShow Media.

10. VARIATIONS FROM TELECAST SCHEDULE:

All scheduled telecast times of programmes and spots are subject to changes due to programming exigencies. RoadShow Media will do its best to adhere to the scheduled times for telecast but will not give any warranty in respect thereof, and, in particular, will not give any warranty as to the specific telecast time of spots.

11. INTERRUPTION OF TELECASTS:

- (a) RoadShow Media gives no warranty that it will be able to telecast the Materials as contemplated by the Booking. In the event of the failure of the telecast facilities for whatsoever reason, including all electrical and mechanical failures, the provisions of paragraph 10(b) hereof shall apply.
- (b) In the case of any telecast of spots, Programmes and/or Materials being cancelled as required by paragraph 10(a) above, RoadShow Media may, in its sole and absolute discretion telecast the same at the next best available time. The Advertiser hereby accepts and agrees to pay for such alternative telecasts as if the same had been telecasted at the time stated in the Booking.

12. PAYMENT OF ACCOUNTS:

- (a) The Advertiser and the Advertising Agent jointly and severally undertake to pay all rates and charges due to RoadShow Media for the Booking at least ten (10) days before display, telecasting or broadcasting of the Materials unless credit facility is granted by RoadShow Media to the Advertiser and/or Advertising Agent. If credit facility is applied by the Advertiser and/or the Advertising Agent and approved by RoadShow Media, payment for all rates and charges shall be made in accordance with such terms as determined by RoadShow Media and notified to the Advertiser and/or the Advertising Agent in writing from time to time.
- (b) In default of payment on the due date, RoadShow Media shall be entitled, without prejudice to any other remedy available to it, to refuse to transmit, display, telecast or broadcast any Materials for that Advertiser and/or Advertising Agent.
- (c) An Advertising Agent shall be entitled to up to 15% discount on charges relating to spots or other airtime.
- (d) Interest Charges: RoadShow Media reserves the right to impose an interest charge of 1.5% per month on overdue accounts.

13. LIMITATION OF PRODUCTS:

RoadShow Media shall not be required to telecast Material for any Product other than the ones named in the Booking.

14. CANCELLATION:

Each of the Advertiser and the Advertising Agent acknowledges that Bookings once made cannot be cancelled.

15. TERMINATION BY ROADSHOW MEDIA:

Notwithstanding anything herein before contained, RoadShow Media shall not be liable for any failure or delay in its performance under these Conditions and may, at any time forthwith, terminate the Booking by notice in writing to the Advertiser or its Advertising Agent in the event of RoadShow Media's broadcasting activities being terminated, restricted, curtailed or affected by law or decree or by any determination made by the Broadcasting Authority or other relevant authorities or by any means beyond the control RoadShow Media, including, without limitation to, war, the threat of imminent war, riots, or other acts of civil disobedience insurrection, acts of God, restraints imposed by Governments or any other supranational legal authority, strikes or other industrial or trade disputes, fires, explosions, storms, flood, lightning, earthquakes, tropical cyclone, rainstorm and other natural calamities. The termination of the Booking shall not prejudice or affect the liability of the Advertiser and/or the Advertising Agent for any sum due or accrued by the Advertiser and/or the Advertising Agent to RoadShow Media for any telecast made or facility or service supplied up to the time of termination. RoadShow Media reserves the right or at its absolute discretion to reject any compensation requested by the Advertiser and/or the Advertising Agent where any situation contained herein occurs.

16. SCOPE OF AGREEMENT:

The Conditions, together with the Bookings, shall constitute the entire agreement between the parties and supercedes any previous communications, representations, or agreements whether verbal or written. Unless specifically provided otherwise in these Conditions, if there is any conflict between the terms of the Booking and the terms of these Conditions, the terms of these Conditions shall prevail. No representation or statement shall be binding on RoadShow Media unless in writing and incorporated herein or in any document signed by the parties.

17. NOTICE:

Any notice required to be given must be in writing and may be given either by post or by personal delivery or by facsimile or telex or other acceptable means of communication. Notice will be deemed as duly served 24 hours after posting or on the date of delivery or transmission.



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