

1. DEFINITIONS AND INTERPRETATION

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

- “Advertiser” the advertiser procuring the Service(s) from StarHub under this Agreement who is named as such on the Advertising Contract.
- “Advertising Contract” StarHub’s standard form for the Services entitled “Advertising Contract”.
- “Affiliate” means an organisation that is related to StarHub (i) either by reason of StarHub directly or indirectly controlling the organisation; or (ii) by reason of both StarHub and the organisation being controlled by or under the common control of a third party. In this context, a person “controls” an organisation if it owns or controls (i) more than 50 percent of the shares or other securities entitled to vote for the election of directors (or other managing authority) in the organisation, (ii) more than 50 percent of the equity interest in the organisation, or (iii) is otherwise able to direct or cause the direction of the management and policies of the organisation whether by contract or otherwise.
- “Agent” the advertising or media agency appointed to act for and on behalf of the Advertiser who is named under “Advertising Agency Name” in the Advertising Contract.
- “Agreement” the agreement between the Parties, comprising of the Advertising Contract duly executed by all Parties, the General Terms and Conditions, the Service Specific Terms and Conditions, StarHub’s prevailing Rate Cards and the Insertion Orders.
- “Censorship Requirements” censorship standards, codes of practice, law and/or regulations of Singapore or any censorship notice from any Government Authority from time to time in force including those relating to obscene or indecent exhibition.
- “Charges” all charges and fees payable by the Advertiser for or relating to the Services. The Charges will be in accordance with the charges stated in a duly executed Advertising Contract, or in their absence, with StarHub’s prevailing Rate Cards.
- “Confidential Information”
- (a) any and all information and materials disclosed to, or obtained or received by the Receiving Party, whether written or oral, in the course of performing its obligations under this Agreement or in connection with this Agreement, including without limitation marketing and business plans, strategies and policies, pricing and payment terms, financial accounts and information or any dealings, transactions or affairs of the Disclosing Party;
 - (b) the terms of this Agreement (other than these General and Specific Terms and Conditions); and
 - (c) and documents or proprietary materials provided by the Disclosing Party which are marked “Restricted”, “Confidential” or “Secret” or in a manner which gives notice of their confidential nature.

It does not include any information:

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

“Contract Period”	the contract period specified under “Contract Period” in the Advertising Contract.
“Disclosing Party”	as defined under Clause 14.1.
“Force Majeure Event”	any cause or circumstance beyond the reasonable control of a Party (including to the extent that these are beyond such control, acts of God, war, compliance with any applicable law or requirements of any Government Authority, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of the StarHub network, riots, strikes, lock-outs, industrial disputes (whether or not involving the employees of StarHub or its Affiliates) or epidemics of infectious diseases.
“Force Majeure Period”	a continuous or aggregate period of more than thirty (30) consecutive days during which a Force Majeure Event exists.
“General Terms and Conditions”	the terms and conditions set out in this document under the heading “General Terms and Conditions”
“Government Authority”	any government or political subdivision thereof or regulatory body; any department, agency or instrumentality of any government or political subdivisions thereof or regulatory body; any court or tribunal; and the governing body of any securities exchange..
“Intellectual Property Right”	any patent, design, copyright, artist or producer right, database right, trademark, service mark, logo, trade secret, design right, right in know-how or business method (whether patented or not and whether or not the same is capable of being patented), goodwill, domain name, software code, right of confidence, right in proprietary information or industry or ancillary property right of any nature whatsoever or any application to register any of the foregoing rights, in any part of the world and whether current or prospective.
“Insertion Order”	means the insertion order or media schedule or booking any other order in writing submitted by the Advertiser or Agent and signed by the Parties.

“Liabilities”	all losses, damages, liabilities, costs, claims, charges, expenses, actions, proceedings or demands (including reasonable legal costs) and fines or penalties levied or brought by any Government Authority or any other liabilities on a full indemnity basis.
“Materials”	the advertising and/or programming materials submitted by the Advertiser or Agent to StarHub.
“Parties”	StarHub, the Advertiser and the Agent, and each shall be referred to as “a Party”.
“PDPA”	the Personal Data Protection Act (Act 26 of 2012) of Singapore.
“Rate Card”	StarHub list of standard published rates for the Services. The term “prevailing Rate Card” shall mean the version of the Rate Card prevailing at the time of the Advertiser’s submission of the Insertion Orders.
“Receiving Party”	as defined under Clause 14.1.
“Service”	such advertising service or product which StarHub agrees to provide to the Advertiser from time to time and shall include services by third parties on whose behalf StarHub are billing.
“Service Provider”	any third party service provider involved in providing the Services, including without limitation any network operator or telecommunication service provider.
“Service Specific Terms and Conditions”	the specific terms and conditions that StarHub imposes in respect of any Service set out at: http://medianetwork.starhub.com/files/multimedia_platform_tnc.pdf , and any other terms and conditions which the Advertiser and StarHub may agree in writing governing the use of the Services.
“StarHub”	StarHub Ltd or any Affiliate as indicated on the letterhead of the Advertising Contract.
“Taxes”	any and all taxes, goods and services tax, withholding tax, duties, levies and other similar charges imposed under any law in respect of the provision of the Services or on any Charges or payment due from or payable by the Advertiser to StarHub.
“Total Contract Value”	the total contract price of all the Services procured by Advertiser as set out in the Advertising Contract, under “Total Contract Value”.
“Working Day”	any day of the week other than Saturday, Sunday and any gazetted public holidays in Singapore.

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

- (a) the expression “person” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a foundation, a partnership or a trust (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

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- (b) a reference to any statute or to any statutory provision includes any statutory amendment, modification, re-enactment or consolidation (with or without modification) of it or any statutory provision substituted for it and in force from time to time, and all ordinances, orders, by-laws, regulations, rules, statutory instruments or other subordinate legislation (however described) issued under it;
- (c) words importing the singular include the plural (and vice versa), and words indicating a gender include every other gender;
- (d) references to recitals, clauses, annexes, appendices or schedules are references to recitals, clauses of and annexes, appendices and schedules to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause or annex, appendix or schedule in which it appears;
- (e) where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (f) clause headings are included for convenience only and shall not affect the interpretation of this Agreement;
- (g) a reference to "writing" does not include email;
- (h) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (i) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it.

1.3 This Agreement consists of and is supplemented by:

- (a) the Advertising Contract, duly executed by both Parties;
- (b) the General Terms and Conditions;
- (c) the Service Specific Terms and Conditions;
- (d) StarHub's prevailing Rate Cards;
- (e) the Insertion Orders; and
- (f) the signed annexes, appendices and schedules (if any),

all of which shall be incorporated into and be deemed part of this Agreement subject to the necessary amendments to give effect to the Parties' intention as expressed in this Agreement. Any reference to this Agreement includes all of the foregoing. In the event of any inconsistency or conflict in the provisions of any of the foregoing, the following order of precedence shall govern: (i) first, the Service Specific Terms and Conditions; (ii) second, the General Terms and Conditions; (iii) third, the Advertising Contract; (iv) fourth, StarHub's prevailing Rate Card; (v) fifth, the Insertion Orders; (vi) sixth, the signed annexes, appendices and schedules (if any).

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

2. DURATION

This Agreement shall be for the duration of the Contract Period or upon the expiry of the last End Date (as specified in the Advertising Contract) for all the Services provided hereunder, whichever later.

3. APPOINTMENT OF AGENT

3.1 Where an Agent has been specified in the Advertising Contract or where any third party media agency purports to act on behalf of and as agent of the Advertiser, the Advertiser confirms that it has appointed such party as its agent, to be its authorised representative with respect to all matters relating to this Agreement including the execution of this Agreement on behalf of the Advertiser, submission of Insertion Orders and Materials and the issuing any instruction, direction or agreement for the purpose of the execution of this Agreement.

3.2 Each Agreement entered into by StarHub, shall be valid, binding and enforceable upon both the Advertiser and the Agent jointly and severally, notwithstanding that either the Advertiser or the Agent may not have signed on the Agreement or done so effectively, and notwithstanding the incapacity, liquidation or bankruptcy of the other Party (being the Advertiser or the Agent as the case may be).

3.3 The Advertiser agrees that it shall be bound by the terms and conditions of this Agreement as if it were a Party thereto and shall procure that Agent complies with all terms and conditions of this Agreement.

3.4 The Agent represents and warrants that it has full capacity and authority to enter into, execute and perform this Agreement on behalf of the Advertiser and shall be fully liable to StarHub as the Advertiser under this Agreement.

3.5 Where StarHub receives conflicting instructions, requests or other notices from the Advertiser, the Agent, or any other agent purporting to act on behalf of the Advertiser, StarHub shall be entitled to act on any such instruction, request or notice to the exclusion of others and/or deal with only the Advertiser, Agent or any one of the agents purporting to act on behalf of the Advertiser.

3.6 The Advertiser shall fully defend, indemnify and hold StarHub and its Affiliates harmless against all Liabilities suffered by StarHub and its Affiliates arising from acts, omissions, breaches, defaults, representations, or warranties made by Agent. In no event shall StarHub be liable to the Advertiser for having complied with and/or followed the instructions and/or directions of the Agent. The rights of StarHub and its Affiliates hereunder shall not be any way affected by any dispute or claim as between the Advertiser and the Agent.

4. ADVERTISING SERVICES

4.1 The Advertiser may itself or through its Agent, procure from StarHub and/or its Affiliates, the Services set out in the Advertising Contract.

4.2 The Advertiser shall assume all responsibility for the content and Materials provided to StarHub to be communicated, transmitted, exhibited and published as part of the Services, and Advertiser shall be solely responsible for dealing with all responses, feedback or queries arising from such content and Materials. Advertiser shall, in addition, assume all Liabilities for all claims, actions, and proceedings made against StarHub by a third party arising from the content and Materials, including all costs associated with defending against such claim, actions or proceedings.

4.3 StarHub shall have the sole and absolute discretion in deciding whether to broadcast,

transmit, print or upload any or all content or Materials submitted by the Advertiser or its Agent. StarHub reserves the right to (i) refuse to communicate, broadcast, transmit, print, publish or upload or (ii) reschedule or postpone the communication, broadcast, transmission, printing, publication or uploading of any content or Material submitted by the Advertiser or its Agent, without assigning any reason notwithstanding the acceptance of any payment for such Service or that such Material has been in part communicated, broadcast, transmitted, printed, published or uploaded or that some installments or items thereof have been broadcast, transmitted, printed or uploaded.

- 4.4 Without prejudice to the other Clauses herein, StarHub shall have the right to alter, edit and modify any content or Materials which in StarHub's sole opinion may violate any of the representations and warranties referred to in Clause 11 without any liability to the Advertiser or the Agent.

5. MATERIALS AND DELIVERY

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

6. CHARGES AND PAYMENT

- 6.1 The Advertiser and/or the Agent shall be jointly and severally liable for all Charges incurred under this Agreement whether or not the Services are used by Advertiser or any other party, and shall pay the same without any counterclaim, deduction, set-off or withholding.
- 6.2 Unless otherwise stated in the Advertising Contract, the Advertiser authorises StarHub to invoice the Agent on the Advertiser's behalf and such invoice shall constitute due notice to the Advertiser and shall in no way impair or limit the joint and several liability of the Advertiser and the Agent. Payment by the Advertiser to the Agent shall not discharge the Advertiser's liability to StarHub.
- 6.3 The Advertiser and the Agent shall be jointly and severally liable for all Taxes. If the Advertiser or Agent is required under law to deduct or withhold any sum as Taxes on any amount payable to StarHub, the amount payable to StarHub shall be increased by such amount necessary to ensure that StarHub will receive a net amount equal to the amount which it would have received in the absence of any such deduction and withholding.
- 6.4 Time is of the essence in the payment of all Charges and Taxes. StarHub's obligations to provide Services under this Agreement will not arise or be effective until StarHub has received timely payment of any applicable Charges.
- 6.5 Charges shall be calculated based on StarHub's records, or, where applicable, records supplied to StarHub by another Service Provider.
- 6.6 Any recurring Charges apply for the full period to which the Charges relate. Charges incurred at the end of a billing cycle may be reflected in the next bill for the next billing cycle.
- 6.7 StarHub will send a bill to the Advertiser and/or the Agent (as appropriate) at monthly intervals or more frequently if the Advertiser's usage exceeds or may exceed a preset limit. However, StarHub may send to the Advertiser bills at such intervals as it deems appropriate. All Charges are due as soon as the bill is issued.

Each bill must be settled by the payment date set out in it. Unless otherwise stated in the bill or elsewhere, all Charges are payable in Singapore dollars. In the absence of fraud or manifest error, subject to Clause 6.8 below, StarHub may rely on each bill as conclusive evidence against the the Advertiser/Agent of the accuracy, completeness and truth of all

matters stated in it.

- 6.8 If the Advertiser wishes to reasonably dispute any amount in the bill, the Advertiser can withhold payment for such disputed amounts if the Advertiser informs StarHub in writing prior to the payment date shown on the bill.

Otherwise, the Advertiser shall be liable to pay all Charges. StarHub will investigate any such dispute and provide a written response to the Advertiser within thirty (30) days from the day the Advertiser notifies StarHub of such a dispute. If the dispute is resolved in StarHub's favour, the Advertiser shall pay StarHub the disputed amount and all costs incurred in recovering the amount. StarHub may charge the Advertiser interest on the outstanding amount at 1.5% per month from the date the outstanding amount was due and payable and calculated on a daily basis or at such other rates as StarHub may prescribe from time to time. Alternatively, StarHub may charge the Advertiser the standard late payment fee as StarHub may prescribe from time to time. If StarHub agrees there is a mistake in the Advertiser's bill, StarHub will adjust the Advertiser's next bill accordingly. If the Advertiser has paid a bill for a post paid Service and subsequently choose to contest it, any such dispute must be raised by the Advertiser in writing to StarHub not later than one (1) year from the date of that bill. If the Advertiser has paid for a bill for a pre-paid Service and subsequently chooses to contest it, any dispute must be raised by the Advertiser in writing to StarHub not later than one (1) year from the date of the Advertiser's payment.

- 6.9 If the Advertiser is late in paying or does not pay a bill for any Service, StarHub may, at its discretion, suspend, restrict or terminate any of the Services that StarHub provides to the Advertiser and charge the Advertiser administrative fees and/or late payment interest or fee as set out in Clause 6.12 below. In addition, StarHub may, at its discretion, also require the Advertiser to pay on demand all sums due under any other agreements or accounts the Advertiser have with StarHub. If StarHub claims against the Advertiser for failing to pay any bill, the Advertiser shall be liable for all StarHub's legal, administrative and other costs.
- 6.10 If the Advertiser uses more than one of StarHub's Services, the Advertiser shall specify which Service(s) under the Advertiser's bill it is making payment for. In the event the Advertiser fails to identify the Service(s) for which payment has been made, any payment the Advertiser make may be applied or allocated by StarHub towards any outstanding amount for any Service in such manner, priority, order and proportion as StarHub deems appropriate. If the Advertiser has more than one account with StarHub, StarHub may transfer any credit balance under one account to settle outstanding amounts due under another account.
- 6.11 StarHub may, at its discretion, authorise its Affiliates to issue bills and collect payment of Charges and moneys on its behalf.
- 6.12 StarHub reserves the right to charge the Advertiser and/or the Agent interest on any outstanding amount at the rate of 1.5% per month from the date such amount is due until payment is received in full.
- 6.13 StarHub may revise its rates for the Services from time to time. In such event, the Advertiser and Agent agree to be bound by such revised rates provided StarHub gives at least thirty (30) days prior notice of such change and the increased rates shall apply only to such Services procured by the Advertiser and Agent after the effective date of change.

7. INTELLECTUAL PROPERTY RIGHT

- 7.1 The ownership of any materials, trademarks, tradenames, logos content or documentation (including any advertisements, commercial, trailers, interstitials and each Party's trademarks, tradenames and logos) and any Intellectual Property Rights therein created by or licensed to any Party prior to and/or outside the scope of this Agreement ("**Excluded Materials**") shall be unaffected by any provision in this Agreement.

- 7.2 Save for the Excluded Materials (which ownership shall not be affected by this Clause 7), and unless otherwise expressly agreed by the Parties in writing, the Advertiser and Agent acknowledge and accept that any advertisements, commercial, trailers, interstitials or other content produced by StarHub and or its Affiliates under this Agreement for the Advertiser (hereinafter referred to as “**the Production**”) and all Intellectual Property Rights in and to the Production, shall remain entirely vested in StarHub.
- 7.3 Subject to Clause 7.2, the Advertiser and Agent hereby irrevocably and unconditionally grant and assign to StarHub with full title guarantee, free from all third party rights all Intellectual Property Rights including the entire copyright (by way of assignment of both present and future copyright) as well as all other rights, title and interest of whatsoever nature in and to the Production for StarHub to hold the same throughout the universe absolutely for the full period of copyright including all renewals, extensions and reversions thereof and thereafter (insofar as may be or become possible) in perpetuity for StarHub to hold the same throughout the universe for the full period of those rights wherever subsisting or acquired including all extensions or reversions and renewals thereof and thereafter, to the fullest extent possible, in perpetuity.
- 7.4 Subject to Clause 7.2, the Advertiser and Agent hereby irrevocably and unconditionally waive in perpetuity the benefit of any provision of law known as moral rights or any similar law in any country with regards to the Production, and undertake not to commence or support, maintain, permit or pursue any action for infringement of any such moral rights.
- 7.5 Neither the Advertiser nor the Agent shall use or permit the use of any StarHub’s Intellectual Property Rights except for the purposes of the Services or as otherwise expressly permitted by StarHub in writing.
- 7.6 The Advertiser hereby grants and warrants to StarHub, for the duration of this Agreement, the right to transmit the advertisements and use the Advertiser’s trademarks and logos in the performance of StarHub’s obligations under this Agreement (and, where applicable, in StarHub’s own advertising materials). The Advertiser warrants that the Advertiser has all rights in and to its advertisements, trademarks and logos and that StarHub’s provision of the Services in accordance with the terms of this Agreement shall not infringe the rights (including without limitation any Intellectual Property Right or other proprietary rights, moral rights and privacy rights) of any third party and shall not be defamatory of any third party.
- 7.7 The Advertiser acknowledges that the Intellectual Property Rights of StarHub and its Affiliates, all content, software and other materials existing on StarHub’s television channels, websites and any other advertising property owned or operated by StarHub and/or its Affiliates, are as between the Advertiser and StarHub, the exclusive property of StarHub and/or its suppliers, and that the Advertiser has not and will not acquire any proprietary rights by reason of this Agreement. Any use by the Advertiser of the foregoing and any publicity about StarHub and/or its Affiliates, the programmes and/or promotions provided by StarHub and/or its Affiliates shall first be approved by StarHub.

8. PERSONAL DATA

- 8.1 The Advertiser confirms that it has read and understood the StarHub Personal Data Protection Policy, set out at <http://www.starhub.com>.
- 8.2 StarHub reserves the right to refuse, suspend, withdraw, change, modify or terminate the provision of any Service immediately at any time if it deems that its provision or continued provision of such Service will or is likely to cause either StarHub or any of its Affiliates to be in breach or potential breach of the PDPA.

9. CHANGE CONTROL

- 9.1 StarHub may from time to time change these General Terms and Conditions and any of the Service Specific Terms and Conditions and/or such other terms and conditions agreed or accepted by the Advertiser and/or Agent (including without limitation, tariffs, Charges, Rate Cards and payment terms).
- 9.2 StarHub may also from time to time withdraw, suspend, change or modify any of the Services.
- 9.3 StarHub will endeavour, where reasonably practicable, to give the Advertiser reasonable advance notice of such changes, through written notice, electronic mail, bills, the StarHub website or such other form as StarHub may deem appropriate. The Advertiser agrees that the display of the revised Terms and Conditions (including the Service Specific Terms and Conditions) on the StarHub website will constitute notice of the changes. The Advertiser's and/or the Agent's continued use of the Services will constitute acceptance of the changes.

10. DISCLAIMER AND EXCLUSION OF LIABILITY

StarHub does not warrant or guarantee that the Services will be provided in a continuous, uninterrupted or error-free manner. The Services are provided on an "as is" and "as available" basis and the Advertiser and Agent accept that their use of the Service or reliance on the Service is solely at its/their own risk. To the fullest extent permitted by law, StarHub expressly disclaims warranties of any kind, whether express or implied, including implied warranties of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. No advice or information whether oral or written, obtained by the Advertiser and/or the Agent from StarHub or through the Services will create any warranty not expressly set out in this Agreement.

11. REPRESENTATIONS AND WARRANTIES

- 11.1 The Advertiser and Agent each represents and warrants that:
 - (a) it is authorised to enter into and perform this Agreement;
 - (b) it has the right to permit StarHub to communicate, broadcast, transmit, print, publish or upload the content and Materials;
 - (c) any and all content and Materials (including but not limited to music and/or any sound recording comprised therein) submitted to StarHub for broadcasting, transmission, printing, publication or uploading shall not contain any content or material which may:
 - (i) be defamatory, offensive, indecent, objectionable or illegal, or which may cause annoyance or harassment to any party;
 - (ii) contain false or untrue claims or representations regarding any product or service;
 - (iii) mislead or cause misrepresentation or confusion to members of the public;
 - (iv) infringe any intellectual property rights or proprietary rights (including but not limited to copyrights and music rights) of any party;
 - (v) violate any applicable law, regulation, code of practice, guideline or policy including but not limited to the Censorship Requirements, the Media

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Development Authority's Television Advertising Code, the Singapore Code of Advertising Practice, the Children's Code for Advertising Food and Beverage Products and any other similar advertising codes, guidelines and policies that may be in effect from time to time;

- (vi) market or promote any fraudulent, illegal or improper purpose, product or service;
- (vii) be disrespectful of any local customs or standards in Singapore;
- (d) any and all content and Materials submitted to StarHub for communication, broadcasting, transmission, printing, publication or uploading shall comply with such advertising and sponsorship guidelines prescribed by StarHub from time to time;
- (e) any and all content and Materials submitted to StarHub for communicating, broadcasting, transmission, printing, publication or uploading, where it relates to food and/or beverage, shall (i) comply with the Children's Code for Advertising Food and Beverage Products; and (ii) shall have a duly issued Nutrition Criteria Compliance Certificate;
- (f) it has, and will continue, (at its own costs) to clear, obtain and maintain all necessary consents, licences, permits and/or rights (including but not limited to all copyrights and music rights) which may be required for StarHub to broadcast, transmit, print or upload the content and Materials; and
- (g) the Advertiser is authorised and has all necessary consents, rights and approvals for the appointment of the Agent as its authorised representative for the purpose of this Agreement.

12. INDEMNITIES

- 12.1 The Advertiser and its Agent shall jointly and severally defend and indemnify StarHub, its Affiliates, directors, officers, employees and agents against any and all Liabilities arising out of or in connection with: (i) the content or messages communicated by StarHub and its Affiliates in the course of providing the Services; (ii) the Advertiser's use of StarHub's Services; and (iii) the negligence, omission, act or breach of any representation, warranty, covenant, undertaking, condition or agreement herein by the Advertiser or its Agent.
- 12.2 If the Advertiser or Agent has any right, claim or action against any third party or is defending any claim or action from any third party arising out of or in connection with any Material submitted to StarHub for communicating, broadcasting, transmission, printing, publication or uploading, the Advertiser shall (i) pursue (or as the case may be, defend) such right, claim or action independently of and without recourse to StarHub; and (ii) defend and indemnify StarHub, its Affiliates, directors, officers, employees and agents from any and all Liabilities arising out of such right, claim or action. Without prejudice to the foregoing, StarHub shall not be liable to any third party for any promises, representations, warranties or statements made by or on behalf of the Advertiser or Agent arising out of or in connection with the content and Materials. The Advertiser and its Agent shall jointly and severally defend and indemnify StarHub, its Affiliates, directors, officers, employees and agents against any and all Liabilities arising out of or in connection with such promises, representations, warranties and statements and against any third party claims, actions or proceedings.
- 12.3 Without limitation, this indemnity shall extend to any interest, fees or other sums whatsoever paid or payable and to any loss (including loss of profit), premium, penalty or expense which may be incurred by StarHub.

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

13. LIMITATION OF LIABILITY

13.1 No Party shall, under any circumstance, have any liability for special, incidental, indirect, exemplary or consequential damages including without limitation any loss of income, profits, data, damages from loss of use, or business opportunity, or failure to achieve cost savings, in contract, tort or otherwise, even if the other Party has been advised of the possibility of such loss, cost or damages, arising out of or in connection with this Agreement.

13.2 Nothing in this Clause 13 shall limit the Advertiser's or an Agent's liability to StarHub for:

- (a) death or personal injury resulting from either Party's negligence;
- (b) fraud, fraudulent misstatement or fraudulent misrepresentation;
- (c) infringement of Intellectual Property Rights; or
- (d) breach of Clauses 8, 11 or 14.

13.3 Notwithstanding any other terms contained in this Agreement, StarHub expressly excludes all Liabilities it may have to the Advertiser and/or Agent, including all Liabilities in contract, tort, negligence, misrepresentation, strict liability or statute. This exclusion applies for StarHub's benefit and that of other Service Providers whose networks are connected to each other or to the StarHub network, all Affiliates and all their officers, employees, contractors and agents or anyone else to whom StarHub or these parties are responsible ("**the Relevant Parties**") and whether it relates to anything caused by or resulting from anything any of the Relevant Parties does or omits to do or delays in doing (even if done, omitted or delayed wilfully, recklessly or negligently), whether or not it is contemplated or authorised by any agreement between the Parties.

13.4 If StarHub or any of the Relevant Parties are liable to the Advertiser and/or Agent, and StarHub and/or the Relevant Parties cannot for any reason rely on the exclusion of liabilities under Clauses 10, 13.1 and 13.2, then in no event will StarHub's and/or the Relevant Parties' aggregate Liability suffered or incurred by both the Advertiser and the Agent arising out of or in connection with this Agreement (whether in contract, tort (including negligence), strict liability in tort or by statute or otherwise) be greater than 50% of the Total Contract Value of the relevant Service provided by StarHub. The Liabilities incurred by StarHub and its Affiliates under this Clause may, at their option, be discharged by StarHub by means of credit for such other Services as may be determined by StarHub at its sole discretion.

13.5 The Parties acknowledge and agree that the limitations contained in this Clause are reasonable in all the circumstances and that each Party has taken independent legal advice.

14. CONFIDENTIALITY

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

- 14.2 Without prejudice to the generality of Clause 14.1, each Party shall ensure that all Confidential Information generated or obtained in pursuance of this Agreement shall not be used for any purpose other than the fulfilment of its obligations herein. Each Party shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information.
- 14.3 Without prejudice to any other rights or remedies that the Disclosing Party may have, the Receiving Party acknowledges and agrees that the Disclosing Party shall, without proof of special damage, be entitled to an injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Clause, in addition to any damages or other remedy to which it may be entitled.
- 14.4 The obligations of the Parties contained in this Clause shall continue in force notwithstanding the expiry or termination of this Agreement for a period of two (2) years after such expiry or termination.

15. TERMINATION

- 15.1 Notwithstanding any provision of this Agreement, StarHub shall be entitled to terminate this Agreement at any time by giving the Advertiser or the Agent at least fourteen (14) days prior written notice.
- 15.2 Without prejudice to any other remedies either Party may have under this Agreement or at law, either Party shall have the right at any time to immediately terminate this Agreement by written notice to the other Party on the occurrence of any of the following events:
- (a) if the other Party fails to observe and/or to perform any of its obligations under this Agreement and does not rectify the failure within fourteen (14) days of written notice by the non-defaulting Party (which shall include a delay or failure by the Advertiser to make payment under this Agreement);
 - (b) if the other Party becomes insolvent or bankrupt, or has a winding up petition filed against it which is not dismissed within thirty (30) days, or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or has distress or execution proceedings levied on its properties or assets, or has a liquidator, receiver, judicial manager or special manager or anything analogous to the foregoing appointed over the undertaking or property of the other Party, or ceases to carry on business or makes any special arrangement or composition with its creditors; or
 - (c) where a Force Majeure Event exceeds the Force Majeure Period.
- 15.3 Expiry or termination of this Agreement shall be without prejudice to the rights, obligations and/or Liabilities of the Parties which may have accrued up to the date of such expiry or termination.
- 15.4 Upon any expiry or termination of this Agreement, each Party shall and shall procure that their respective employees, agents and subcontractors forthwith:
- (a) deliver up to the other Party all copies of other Party's Confidential Information and any information and data supplied by or obtained from the other Party for the purposes of this Agreement; and
 - (b) deliver up to the other Party all Intellectual Property in the possession or control of the first Party, and certify to the other Party that all of the above have been duly executed.

16. EFFECT OF TERMINATION

16.1 Upon termination of this Agreement, (i) StarHub shall cease to provide the Services to the Advertiser and the Agent herein; and (ii) the Advertiser shall pay all amounts due and owing under this Agreement including the unutilized portion of the Total Contract Value up to the date of the expiry, all such amounts shall become immediately due and payable. The Advertiser acknowledges and accepts that the requirement for it to pay for unutilized portion of the Total Contract Value required under this Agreement is a genuine pre-estimate of the damages that is suffered by StarHub as a result of such termination, and not a penalty. The termination of this

Agreement will not affect any accrued rights or remedies of either party against the other party.

16.2 The following provisions shall apply on and after notice of termination:

- (a) those Clauses and provisions which by their nature should survive termination shall continue to survive including without limitation Clauses 1, 6, 7, 8, 10, 12, 13, 14, 15.3, 15.4, this Clause 16, 19, 20, 21 and 25;
- (b) the Parties shall continue to perform or comply with those obligations under this Agreement which are not affected by termination;
- (c) any claim which either Party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have occurred prior to such termination or suspension shall not be affected or prejudiced and all rights of suspension or

termination under this Agreement are in addition to and separate from any other rights of each Party at law.

17. NO PARTNERSHIP

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

18. RIGHT TO ASSIGN AND SUB-LICENCE

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

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

19. FORCE MAJEURE

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

19.2 For the avoidance of doubt, neither lack of funds nor a default or misconduct by any personnel of the Advertiser or Agent or third party employed or engaged as an agent or independent contractor by the Advertiser or Agent claiming a Force Majeure Event shall be a cause beyond the reasonable control of that Party unless caused by events or circumstances which are themselves Force Majeure Events shall constitute Force Majeure Events.

19.3 A Party suffering a Force Majeure Event shall promptly notify the other Party of the nature and extent of the Force Majeure Event and notwithstanding Clause 19.1, if it prevails for the Force Majeure Period, the other Party may, at its option, give written notice to the Party so prevented to terminate this Agreement forthwith in which case neither Party shall have any liability to the other except that rights and Liabilities which accrued prior to such termination shall continue to subsist.

20. PRESS RELEASE AND PUBLICITY

20.1 Save and except for the Services provided under this Agreement, no Party shall issue any press release or media statement relating to or regarding the existence, subject matter of or terms of this Agreement without the prior written consent of the other Party except as required by law or by any Government Authority.

20.2 Save and except for the Services provided under this Agreement, no Party shall create, publish, distribute, or permit any written materials, which makes reference to the other Party without the prior written consent of the other Party.

21. NOTICES

21.1 Unless otherwise agreed, all notices, demands, requests and other non-routine communications given under this Agreement (collectively, "**Notices**") shall be in writing, signed by or on behalf of the Party giving it and in the English language. Notices shall be sent or delivered to the respective addresses set forth in the Advertising Contract or such other address as the intended recipient shall notify the sender in writing.

21.2 Notices will be deemed received:

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

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

22. GIFTS, INDUCEMENTS OR REWARDS

22.1 The Advertiser and the Agent each hereby warrants and represents that:

- (a) it shall comply with Chapter IX of the Singapore Penal Code (Cap. 224) and the Prevention of Corruption Act (Cap. 241);
- (b) it is aware of and shall abide by StarHub's guidelines on gifts as published on StarHub's website at www.starhub.com as may be amended from time to time; and
- (c) without prejudice to Clauses 22.1(a) and (b) above, in carrying out its obligations under this Agreement, neither the Advertiser nor the Agent shall not directly or indirectly seek, receive or obtain from and/or offer, give or agree to give to any person or organisation any gift or consideration of any kind including any discount, rebate, commission, bribe, kickback or other inducement or corrupt payment (whether in cash or in kind), for the purpose of inducing or rewarding any favourable action by any person in relation to or in connection with this Agreement or in relation to any commercial transaction.

22.2 Notwithstanding any provision in this Agreement, in the event StarHub has reason to believe that a breach of any of the representations and warranties in this Clause has occurred or will occur, StarHub may (i) suspend or terminate the StarHub's performance under this Agreement; and (iii) recover from the Advertiser or the Agent any loss resulting from the aforesaid suspension.

23. CONCLUSIVE OF RECORDS

In the absence of fraud or manifest error, subject to Clause 6.8 above, all StarHub records relating to the Services are conclusive evidence of the accuracy, completeness and truth of all matters stated therein.

24. OTHER PROVISIONS

24.1 This Agreement, and the documents referred to in it, contains the entire agreement and understanding of the Parties with respect to the subject-matter herein and supersedes any and all prior agreements, arrangements, understanding, promises, covenants, representations and communications between the Parties, whether written or oral, with respect to the subject-matter herein. Each Party acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it has not relied on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement.

24.2 Subject always to Clause 9, this Agreement (or any document entered into pursuant to or in connection with this Agreement) may not be modified or changed nor may any provision be waived, except in writing signed by each of the Parties.

24.3 No failure to exercise, nor any delay in enforcing, exercising, on the part of either Party, any right, power, privilege, claim or remedy under this Agreement or by law shall be deemed or construed to operate as a waiver thereof, nor shall any single or partial exercise of any right, power, privilege, claim or remedy prevent any further or other exercise thereof or the

exercise of any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

- 24.4 Each Party undertakes with the other Party that it will do such acts and things as the other Party may reasonably require for the purpose of giving to it the full benefit of this Agreement.
- 24.5 Any liability to either Party may in whole or in part be released, compounded or compromised, or time or indulgence given, by that Party in its absolute discretion without in any way prejudicing or affecting its other rights against the other Party.
- 24.6 If a court, administrative body or tribunal of competent jurisdiction holds any provision of this Agreement to be invalid, illegal or unenforceable (whether in whole or in part), such provision shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.
- 24.7 A person who is not a Party to this Agreement shall not have any right to enforce any provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B).
- 24.8 This Agreement may be signed in counterparts and by the Parties on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.

25. GOVERNING LAW AND JURISDICTION

- 25.1 This Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

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

1. DEFINITIONS

1.1 In these Specific Terms and Conditions, the following terms shall have the following meanings, unless the context requires otherwise:

“Broadcast Date” the date where the Materials are scheduled to be broadcast on StarHub’s cable television service.

“House Advertisement” an advertisement for any entity belonging to the StarHub group of companies.

“Prime Time” and “Fringe Time” shall have the meanings set out below:

Channel	Prime Time	Fringe Time
General (Not applicable for the Channels listed below)	6pm to 12mn	12mn to 6pm
Hub Sports 1, 2, 3, 4 Hub Sports Arena	(i) 6pm to 12mn; and (ii) all “live” and delayed “live” telecast programmes	12mn to 6pm (excluding all “live” and delayed “live” telecast programmes)
Cartoon Network	(i) 4pm to 10pm on weekdays; and (ii) 8am to 12noon, 6pm to 9pm on weekends	All other time-belts
Disney	(i) 2pm to 12am on weekdays; and (ii) 4pm to 12am on weekends; and (iii) 2pm to 12am for seasons like School Holidays, Christmas, etc.	(i) 8am to 2pm on weekdays; and (ii) 8am to 4pm on weekends
Nickelodeon	(i) 4pm to 8pm on weekdays; and (ii) 9am to 12.30pm on weekends	All other time-belts

“Programme Sponsorship” Co- the right to be named as a co-sponsor of a specific programme on StarHub’s cable television service or such other co-sponsorship rights and entitlements with respect to a specific programme as expressly written in the Advertising Contract.

“Programme Sponsorship”	the right to be named as a sponsor of a specific programme on StarHub’s cable television service or such other sponsorship rights and entitlements with respect to a specific programme as expressly written in the Advertising Contract.
“Sponsored Programme”	the television programme for which the Advertiser has Programme Sponsorship or Co-Sponsorship rights.
“Sponsorship Value”	the sum paid by the Advertiser for a particular Programme Sponsorship or Programme Co-Sponsorship.
“Spot(s)”	a television air-time slot of a specified duration on StarHub’s cable television service for the insertion and broadcast of the Advertiser’s Materials.

2. FIRST BROADCAST DATE

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

3. INSERTION ORDER/BOOKING DEADLINE

The Advertiser shall ensure that all Insertion Orders are confirmed with StarHub at least seven (7) days before the relevant Broadcast Date, failing which StarHub shall not be liable for any failure and/or delay in broadcasting the Materials. Notwithstanding the aforesaid, no Insertion Orders would be held by StarHub without a duly executed Agreement properly delivered to StarHub pursuant to Clause 2 above. Further and in addition to the aforesaid, StarHub reserves the right in its absolute discretion to move any one or more of the booked spots to other timing slots, programmes and/or channels, with notice to the Advertiser and to charge the Advertiser for the same at the relevant rates.

4. MATERIAL DELIVERY

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

5. TECHNICAL REQUIREMENT FOR MATERIALS:

- 5.1 The Advertiser shall deliver the Materials in Analogue or Digital Beta cam PAL format tapes or in MPEG2 format and delivered via eBUS.
- 5.2 Where the Advertiser requires the transfer of the materials from digital to analogue tapes, a transfer fee of S\$150 (excluding GST) per tape shall be payable to StarHub.
- 5.3 A production fee of \$200 (excluding GST) per crawler shall be chargeable by StarHub should

the Advertiser request for any crawlers to be inserted into the Materials. All additional production work carried out on the materials shall be chargeable by StarHub at such rates to be agreed between the Parties.

6. COPY INSTRUCTIONS

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

7. USE OF SPOT BUY PACKAGES

7.1 Unless otherwise specified in the Agreement, the Advertiser shall ensure that for Spot Buy Packages:

- (a) the Total Contract Value is allocated on a 1:1 ratio on Prime Time and Fringe Time respectively (“**Prime Time-Fringe Time Ratio**”). For example, for an Agreement with a Total Contract Value at S\$50,000, S\$25,000 each would be allocated for Prime Time Spots and Fringe Time Spots respectively; and
- (b) the amount of the Total Contract Value utilised on any single Channel determined by StarHub to be a Tier 1 Channel (“**Tier 1 Channel**”) shall in no event exceed 25% of the Total Contract Value, and further that the aggregate amount of the Total Contract Value utilised on any number of Tier 1 Channels in aggregate, shall in no event exceed 60% of the Total Contract Value. For the avoidance of doubt, the Prime Time–Fringe Time Ratio remains applicable for the purchase of Spots on each of the Tier 1 Channels.

7.2 In the event that the Advertiser fails to allocate the Total Contract Value for Spot Buy Packages in accordance with Clause 7 above, StarHub shall have the right to refuse such Insertion Orders from the Advertiser with no liability to the Advertiser.

8. SPOT DURATION

Subject to availability, StarHub may, upon the Advertiser’s request, agree to provide Spots at the following rates, in accordance with the duration of the television advertisement.

Spot rate calculation for different duration	
5 sec	0.3
10 sec	0.35
15 sec	0.5
20 sec	0.7
25 sec	0.85

Spot rate calculation for different duration	
30 sec	1.0
35 sec	1.175
40 sec	1.35
45 sec	1.5
50 sec	1.7
55 sec	1.85
60 sec	2.0

9. TERMINATION BY ADVERTISER

In the event that the Advertiser terminates the Agreement after the execution of the Agreement or before the expiry of the Contract Period:

- (a) the Advertiser shall be liable to pay StarHub a premature termination charge equivalent to 50% of the Total Contract Value if no Services have been procured by the Advertiser after the execution of the Agreement; or
- (b) in the event that the Advertiser has utilised any Spots at Package Base Rates, the Advertiser shall be liable to pay StarHub a charge equivalent to 50% of the remaining balance Total Contract Value and for such utilised Spots at the full Rate Card Base Rates, as follows:

Rate Card Base Rates for 30-second Spot
 Prime Time: S\$500 Fringe Time: S\$200

10. INCOMPLETE UTILISATION OF TOTAL CONTRACT VALUE

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

- (a) if none of the Total Contract Value has been utilised, pay StarHub a charge equivalent to 50% of the Total Contract Value; or
- (b) if some of the Total Contract Value has been utilised,
 - (i) pay StarHub a charge equivalent to 50% of the remaining balance Total Contract Value; and
 - (ii) in relation to Spots procured during the Contract Period at the Package Base Rates, forfeit such discounts and pay StarHub the full Rate Card Base Rates for such Spots, as follows:

Rate Card Base Rates for 30-second Spot
 Prime Time: S\$500 Fringe Time: S\$200

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

In the event the Advertiser postpones or amends the scheduled date(s) and/or time(s) booked for the broadcast or transmission of the Materials within seven (7) days prior to such

scheduled date(s) or time(s), the Advertiser (or its Agent) shall be liable to pay StarHub an additional Charge equivalent to 50% of the agreed rate(s) for the relevant postponed or amended Spots.

12. INCREASE IN TOTAL CONTRACT VALUE

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

13. PROGRAMME SPONSORSHIP OR CO-SPONSORSHIPS

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

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

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

- (d) StarHub shall have no liability to the Advertiser in the event that a Sponsored Programme or a series of Sponsored Programmes are no longer available to StarHub for telecast on StarHub’s television services.
- (e) All proposed use or exploitation by the Advertiser or the Agent in relation to the Programme Sponsorship or Programme Co-Sponsorship rights shall be subject to StarHub’s prior written approval.
- (f) The Advertiser and the Agent shall comply with such guidelines, directions or instructions that StarHub may have in relation to their representation of the Programme Sponsorship or Programme Co- Sponsorship.
- (g) The Advertiser and the Agent shall not make any claim, ownership, title or interest to any goodwill, recognition or intellectual property right arising out of the programme

that is being sponsored under the Programme Sponsorship or Programme Co-Sponsorship rights procured hereunder.

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

BONUS BUDGET – SERVICE SPECIFIC TERMS AND CONDITIONS

1. DEFINITIONS:

- 1.1 In these Specific Terms and Conditions, the following terms shall have the following meanings, unless the context requires otherwise:

“Bonus Budget”	the amount of credit awarded to the Advertiser by StarHub as specified in the Agreement.
“Bonus Spot”	a Spot purchased by the Advertiser using the Bonus Budget.
“Paid Spot”	a Spot purchased by the Advertiser.
“Premium Spot”	the first and last Spot of an advertising break or any Spot StarHub deems fit.
“Programme Sponsorship”	the right to be named as a sponsor of a specific programme on StarHub’s cable television service.
“Run-on-Spot” or “ROS”	any Spot during an advertising break allocated by StarHub to the Advertiser at StarHub’s absolute discretion.
“Spot(s)”	a television air-time slot of a specified duration on StarHub’s cable television service for the insertion and broadcast of the Advertiser’s Materials.
“StarHub In-House”	Hub Sports 1, Hub Sports 2, Hub Sports 3, Hub Sports 4, Hub Sports Arena, Hub E City, Hub VVD and such other in-house channels that StarHub may launch from time to time.

2. BONUS BUDGET

- 2.1 StarHub may from time to time, and at its sole discretion award the Advertiser a Bonus Budget the amount of which will be set out by StarHub in the Agreement. The Advertiser may use the Bonus Budget subject to the terms and conditions set herein for payment of Bonus Spots at the rate of StarHub’s relevant Rate Card.
- 2.2 The Bonus Budget will remain valid for the duration of the Contract Period, and upon expiry of the Contract Period, any Bonus Budget unused will be forfeited.

3. BONUS SPOTS FOR STARHUB TV

- 3.1 Subject to the terms below, the Advertiser is entitled to use the Bonus Budget as payment for Bonus Spots provided that:
- (a) the Bonus Budget may not be used for the purchase of Bonus Spots on Tier 1

channels and Disney channels;

- (b) no more than 25% of the Bonus Budget allocated to it may be used for Bonus Spots on Tier 2 channels;
- (c) Bonus Spots purchased using Bonus Budget shall comprise Prime Time Spots and Fringe Time Spots in a 1:1 ratio;
- (d) Bonus Budget cannot be used to purchase Premium Spots;
- (e) Bonus Budget cannot be used to purchase Bonus Spots in the months of June, November and December;
- (f) Bonus Spots and Paid Spots must be planned into the schedule of the relevant channel(s) in the following ratios:
 - (i) at least 1 Paid Spot to every Bonus Spot on BBC Earth, BBC World News, FOX Movies Premium, HISTORY, STAR World, TLC, VV Drama and Warner TV; and
 - (ii) at least 1 Paid Spot to every 2 Bonus Spots on Animal Planet, Asian Food Channel, AXN, Cartoon Network, CBN TV, Crime & Investigation Network, DIVA Universal, Hub E City, Food Network Asia, Nat Geo Wild, Nickelodeon, Sensasi, STAR Plus, Vijay, Hub Sports 1, Hub Sports 2, Hub Sports 3, Hub Sports 4, TVBS Asia, TVB8, TVBJ.

Notwithstanding the aforesaid, the Advertiser may procure the insertion of Bonus Spots into the following channels without Paid Spots: CNBC, CTI TV, E!, FOX, FX, ONE, Hub Sports Arena;

- (g) a separate media schedule is required for Paid Spots and Bonus Spots; and
 - (h) all Bonus Spots purchased shall be confirmed at least seven (7) Working Days prior to the Broadcast Date. If no confirmation is received by StarHub by the aforesaid deadline, the Bonus Spots shall be inserted on a Run-on-Spot (ROS) basis and may be pre-empted by paid Spots.
- 3.2 Notwithstanding the aforesaid, StarHub has an absolute and overriding discretion in determining the date and time for the broadcast of all Bonus Spots, including confirmed Bonus Spots.
- 3.3 StarHub reserves the right to refuse Insertion Orders from the Advertiser if the Advertiser fails to comply with Clause 3.1 above, with no liability to the Advertiser.
- 3.4 In the event of any inconsistency between these Bonus Budget Terms & Conditions and any additional Bonus Terms & Conditions specified in the Agreement, the latter shall prevail.

4. CHANNEL LOADING

The Channel loading set out in the table below will take effect from 1 January 2013 and shall be subject to changes as may be determined by StarHub from time to time.

Channels	Prime Time	Fringe Time
<u>Tier 1</u> AXN CNN Discovery Channel FOX Sports National Geographic Fox Sports 1	5X	5X
<u>Tier 2</u> Animal Planet BBC Earth BBC World News CBN TV Disney Channel Hub E City FOX Movies Premium HISTORY NatGeo Wild ONE STAR World Hub Sports 1 Hub Sports 2 Hub Sports 3 Hub Sports 4 Hub Sports Arena TLC Hub VVD	4X	3X
<u>Tier 3</u> Asian Food Channel Cartoon Network CNBC Crime and Investigation Network CTI TV DIVA Universal E! FOOD NETWORK ASIA FOX FX KBS World Nickelodeon Sensasi * TVBS Asia Vijay Warner TV H2	3X	2X

Channels	Prime Time	Fringe Time
MaxToon HITS RTL CBS Entertainment		
Tier 4 STAR Plus TVB8 TVBJ	2X	1.5X
*Transmission Time: 7am to 1am		

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

1. DEFINITIONS:

1.1 In these Specific Terms and Conditions, the following terms shall have the following meanings, unless the context requires otherwise:

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

2. FIRST BROADCAST DATE

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

3. INSERTION ORDERS/BOOKING DEADLINE

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

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

3.2 Notwithstanding the aforesaid, no Insertion Orders will be held by StarHub without a duly executed Agreement properly delivered to StarHub pursuant to Clause 2 above.

Service Specific Terms and Conditions - Broadcast Mobile Advertising Services

4. MATERIALS DEADLINE

4.1 For Campaigns with profiling of the mobile telecommunications subscribers, the Advertiser shall deliver to

StarHub, the Materials at the Advertiser's own costs and risk:-

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

5. MATERIAL REQUIREMENTS

5.1 The Advertiser shall provide StarHub with the following Materials and conform to the following requirements:-

- (a) A set-up fee of S\$300 per Campaign or S\$750 per Campaign (for Campaigns with customized profiling) is payable by the Advertiser, for a maximum of 5 system Campaigns in one Insertion Order.
- (b) A maximum of 160 characters is allowed per message, comprising 105 characters for the Campaign message and 55 mandatory characters for unsubscribe information and notification of "<Adv>STARHUB FOR XXX".
- (c) Any Campaign message that exceeds 160 characters (including unsubscribe information) shall be considered as a subsequent Campaign message.
- (d) For sending of WAP links, the Advertiser shall provide a valid WAP link with a valid WAP site.
- (e) For sending of multimedia messages, the maximum file size (including text and creative) is 300KB and the Advertiser shall provide the image in GIF format.
- (f) The number "91844004" for sending of short text messages and WAP links would be designated as the message sender.
- (g) The number "91844003" for sending of multimedia messages would be designated as the message sender.
- (h) Every Campaign Message shall contain the letters <ADV>STARHUB FOR XXX and unsubscribe instructions in the form substantially the same as "unsub<Advertiser ID>" to a mobile telephone number such as 91844004.
- (i) A StarHub mobile telecommunications subscriber can unsubscribe from receiving any Campaign Message from a particular Advertiser by sending a short text message in the form substantially the same as "Unsub, Advertiser ID>" to a mobile telephone number determined by StarHub.
- (j) Campaign Commencement Date and duration of the Campaign must be stated.
- (k) Total Number of Campaign Messages and Number of Campaign Messages to be sent per hour must be stated.
- (l) Target audience profile must be stated.

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- (m) Supported Languages: English.
- (n) A Charge for a Request for Change of S\$300 per Insertion Order is payable by the Advertiser in the event the Advertiser requests for changes to be made after the Materials have been submitted. The Advertiser shall give prior notice of at least five (5) Working Days before the Campaign Commencement Date for any such changes. Such requests for change shall be limited to specific changes permitted by StarHub.
- (o) For Campaigns with additional profiling beyond the listed available profiles, the Advertiser shall provide StarHub with the additional profiling at least five (5) Working Days before the Insertion Order is confirmed with StarHub.
- (p) Campaign Messages shall be limited to a maximum of two (2) Campaign Messages per day and ten (10) Campaign Messages per week. There shall be no Campaign scheduled from 9pm to 9am daily.

5.2 StarHub reserves the right to impose additional restrictions on the style, size of or information and any other matters relating to the Services or make any alteration it considers necessary or desirable in the Services to comply with the specification of the Government Authorities, any statutory board or authority or by any law.

6. UNFULFILLED DELIVERY

The Advertiser acknowledges that StarHub does not guarantee the delivery of the specified number of Campaign Messages as a failure in the delivery of Campaign Messages could arise due to reasons outside the control of StarHub, including but not limited to (i) the unsubscribing of mobile telecommunications subscribers to the Advertiser's Campaign Messages; (ii) any interruption, disruption or failure of StarHub's network beyond StarHub's control; or (iii) failure in the network of or interconnection to the network of other mobile telecommunications operations. Notwithstanding the foregoing, StarHub shall have no liability for any failure to deliver the specified number of Campaign Messages whether or not due to the foregoing, and the Advertiser shall pay StarHub for the actual number of Campaign Messages delivered at the rates of the nearest pricing tier as provided on the Rate Card.

7. POSTPONEMENT OR CANCELLATION OF CAMPAIGN

In the event that the Advertiser postpones the Campaign Commencement Date of any Campaign to a date notified to StarHub or cancels any Campaign within seven (7) Working Days prior to the relevant Campaign Commencement Date, the Advertiser shall be liable to pay StarHub for the total number of Campaign Messages booked for that particular Campaign.

8. TERMINATION BY ADVERTISER

In the event that the Advertiser terminates the Agreement after its execution or before the expiry of the Agreement Period, the Advertiser shall pay StarHub a premature termination charge of:

- (a) the full Total Contract Value, if no Services have been procured by the Advertiser after the execution of the Agreement; and
- (b) the remaining balance of the Total Contract Value, if the services procured by the Advertiser fall below the Total Contract Value (excluding the costs of any Campaign Messages that had unfulfilled delivery as per Clause 6 above).

9. INCOMPLETE UTILISATION OF TOTAL CONTRACT VALUE

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

- (a) if none of the Total Contract Value has been utilised, pay StarHub the full Total Contract Value; or
- (b) if some of the Total Contract Value has been utilised, pay StarHub the remaining balance of the Total Contract Value (excluding the costs of any Campaign Messages that had unfulfilled delivery as per Clause 6 above).

10. PERSONAL DATA

- (a) For the purposes of this Clause, any capitalised terms used in this Clause which are not defined herein but are defined in the PDPA shall bear the same meaning as set forth in the PDPA.
- (b) The Advertiser acknowledges and agrees that all Specified Messages sent by StarHub pursuant to this Agreement are at the request, direction and authorisation of the Advertiser, that the Specified Messages are sent by StarHub on the Advertiser's behalf and that the Advertiser is the Sender of the Specified Messages under the PDPA.
- (c) Where Personal Data is disclosed by the Advertiser to StarHub in connection with the Services, the Advertiser agrees and undertakes, and shall procure that its employees, representatives, agents and officers agree and undertake to StarHub as follows:
 - (i) that consents from the relevant Individuals to whom the Personal Data relates have been obtained for the disclosure of their personal data to StarHub, and for StarHub's collection use and/or disclosure for the purpose of StarHub sending advertising messages to the Individual on behalf of the Advertiser;
 - (ii) without prejudice to the generality of the foregoing, to the extent that Singapore Telephone Numbers which are collected by the Advertiser are disclosed to StarHub for sending Specified Messages on behalf of the Advertiser in connection with the performance of the Services, the Advertiser shall be solely responsible, at its own cost and expense, for ensuring that the Advertiser complies with the requirements of PDPA and for securing all consents necessary for StarHub to provide the Services (including without limitation, for the use and disclosure of the said Singapore Telephone Numbers by the Advertiser and their use by StarHub in connection with the provision of the Services) and that:
 - (a) clear and unambiguous consents are obtained from such individuals and/or third parties in a form to be determined in consultation with StarHub; or
 - (b) the Singapore Telephone Numbers disclosed to StarHub have been checked against the relevant Do Not Call Registers established under the PDPA ("**DNC Verification**").

- (iii) where Clause 10(c)(ii) above applies, and StarHub selects or otherwise identifies the recipients of Specified Messages, or where Section 36(2) of the PDPA is not applicable, then the following provisions shall also apply in addition to the requirements of Clause 10(c)(ii) above:
 - (a) the Advertiser shall at its own cost and expense ensure that StarHub is identified as an organisation which the Advertiser is conducting DNC Verifications on behalf of in accordance with the prevailing requirements of the Personal Data Protection Commission, Singapore (including designating StarHub as such when performing any DNC Verification at the Do Not Call Registry website at URL:<http://www.dnc.gov.sg>), and the Advertiser must furnish StarHub a copy of the results of the DNC Verification and any other evidence as StarHub may reasonably require;
 - (b) if to any extent the Advertiser represents or warrants that it is not required to perform any DNC Verification, the Advertiser shall be deemed to also represent and warrant to StarHub that the Advertiser has obtained clear and unambiguous consent of the subscriber or user of each Singapore Telephone Number to which the Advertiser requires the sending of Specified Messages, that such consent extends to StarHub's provision of the Services, and that the requirements of Section 43(3) PDPA have been met; and
 - (c) in addition to the matters set forth in Clauses 10.2(c)(i) and (ii) above, StarHub may further elect, in its sole discretion, to perform DNC Verifications, and the Advertiser hereby agrees to bear all costs and expenses incurred by StarHub in respect of any such verifications.
- (iv) The Advertiser represents and warrants to StarHub that it has at all times complied with and will continue to comply with the requirements of the PDPA in respect of the collection, use, disclosure and other handling of any Personal Data provided by the Advertiser to StarHub. Save as expressly agreed otherwise by StarHub in writing, StarHub processes Personal Data provided by the Advertiser only as a Data Intermediary and not as a principal;
- (d) The Advertiser agrees and undertakes that it shall bear all costs and expenses associated with meeting any and all compliance requirements at law relating to any collection, use, disclosure or other processing or handling of any Personal Data by StarHub and any other obligations arising under the PDPA, including any DNC Verifications. StarHub may recover from the Advertiser all such costs and expenses it has incurred in respect thereof.
- (e) Notwithstanding anything in this Agreement, StarHub may in its sole discretion decline to provide the Services in relation to any Singapore Telephone Numbers registered in the Do Not Call Registers. StarHub shall not be liable for any delays or failure to provide Services in relation to any Singapore Telephone Numbers where the Advertiser has failed to perform DNC Verifications in a timely manner or has not evidenced such verifications to StarHub's satisfaction, or where StarHub elects to perform any DNC Verification.
- (f) The Advertiser agrees and undertakes to StarHub that the Advertiser shall be solely responsible for:
 - (i) developing and implementing policies and practices that are necessary for

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- meeting the obligations of the Advertiser under the PDPA;
- (ii) develop processes to receive and respond to complaints that may arise with respect to the application of the PDPA;
 - (iii) communicate to its staff information about the organisation's policies and practices referred to in Clause 10(f)(i); and
 - (iv) make information available about the policies and practices referred to in paragraph Clause 10(f)(i) and the complaint process referred to in paragraph Clause 10(f)(i).
- (g) The Advertiser shall fully defend, indemnify and hold harmless StarHub and its related corporations or associated companies as well as their respective employees, representatives, agents and officers from and against any Liabilities each or all or any of them may suffer in connection with any breach of this Clause, and any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and whether arising on account of the actions of the Advertiser, its employees, representatives or agents or otherwise howsoever.
- (h) Notwithstanding anything in this Agreement to the maximum extent permitted under law:
- (i) StarHub excludes any and all liability for all claims, actions, losses, damages, liabilities, costs, expenses, outgoing payments, penalties and costs (including all legal and other professional costs on a full indemnity basis) of any nature or kind which the Advertiser may suffer in connection with any breach by StarHub of its obligations under this Clause, any negligence of StarHub, and/or any failure to comply with any data protection or privacy laws in any relevant jurisdictions, and even if StarHub has been advised of the possibility thereof; and
 - (ii) StarHub's liability to the Advertiser in connection with this Clause, if any, shall be limited to the amount equivalent to the monetary consideration StarHub has actually received under this Agreement as at the date of such liability, and no claim shall lie against StarHub in respect of any all claims, actions, losses, damages, liabilities, costs, expenses, outgoing payments, penalties or costs including all legal and other professional costs on a full indemnity basis of any nature or kind) recovered or recoverable by the Advertiser from any other third party.

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

1. DEFINITIONS:

In these Specific Terms and Conditions, the following terms shall have the following meanings, unless the context requires otherwise:

“Banner”	the advertising banner on the login pages of Wireless@SG where the Materials are exhibited.
“Banner Change Frequency”	the frequency at which advertisements exhibited on the Banner are replaced with another advertisement.
“Banner Position”	positions for the Banner(s) on Wireless@SG as determined by StarHub.
“Publication Date”	the date where the Materials are scheduled to be published on Wireless@SG.
“Wireless@SG”	the wi-fi internet service provided only at Singapore Changi Airport, City Square Mall, IDA Experience Centre @ Raffles Link, Bedok Hawker Centre and such other locations as StarHub may determine from time to time.

2. FIRST PUBLICATION DATE

The Advertiser’s first Publication Date shall be no earlier than two (2) weeks after the date of the execution of the Agreement. StarHub shall have no obligation to carry out this Service if the first date of publication is requested to occur within two (2) weeks of the date of the execution of the Agreement

3. INSERTION ORDERS/BOOKING DEADLINE

The Advertiser shall ensure that all Insertion Orders are confirmed with StarHub at least two (2) weeks before the Publication Date, failing which StarHub shall not be liable for any failure and/or delay in exhibiting the Materials. Notwithstanding the aforesaid, no Insertion Orders shall be executed by StarHub without a duly executed Agreement properly delivered to StarHub pursuant to Clause 2 above.

4. MATERIALS DEADLINE

The Advertiser must deliver to StarHub the Materials at the Advertiser’s own costs and risk, at least ten (10) days before the Publication Date for standard flash banners and at least two (2) weeks before the Publication Date for rich media banners.

5. TECHNICAL REQUIREMENT FOR MATERIALS

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

- (a) Login Page
 - Standard banner
 1. 340 x 175 pixels
 2. Maximum file size: 50KB (GIF/JPG)

- (b) Landing Page
 - Standard Horizontal
 - 350 x 250, 610 x 300 pixels
 - 1. Maximum file size: 19KB (Back up GIF/JPG)
 - 2. Maximum file size: 39KB (SWF)
 - 3. Maximum Flash 8.0

 - Video Horizontal
 - 350 x 250, 610 x 300 pixels
 - 1. Maximum file size: 19KB (Back up GIF/JPG)
 - 2. Maximum file size: 300KB (Initial SWF)
 - 3. Maximum Flash 8.0
 - 4. Maximum file size: 2.2 MPEG, Max 30sec (Video size)

6. BANNER CHANGE FREQUENCY

- 6.1 StarHub reserves the right to determine and make changes to the Banner Change Frequency. StarHub does not make any warranty as to the Banner Change Frequency and shall not be liable to the Advertiser for any failure to meet any requested Banner Change Frequency. Where StarHub does not meet the agreed number of impressions for the Materials due to the Banner Change Frequency, StarHub shall at its option:
- (a) adjust the relevant Charges on a pro-rated basis if the Advertiser's Campaign has ended; or
 - (b) continue to exhibit the Materials at the same Banner Position until the agreed number of impressions is fulfilled;
- 6.2 The remedies provided under this Clause shall be the sole and only remedy of the Advertiser in the aforementioned circumstances.

7. PLACEMENT OF ADVERTISEMENTS

The placement of advertisements shall be at the sole discretion of StarHub. StarHub will seek to comply with requests for a specific position for the Advertiser's banner but does not guarantee that such requests will be followed. StarHub does not guarantee a position even where the Advertiser or the Agent has paid a premium fee for a specific position. If StarHub is unable to provide the requested position, the premium position fee will be refunded and such refund shall be StarHub's sole liability in respect thereof.

8. TERMINATION BY ADVERTISER

In the event that the Advertiser terminates the Agreement after the execution of the Agreement or before the expiry of the Contract Period:

- (a) the Advertiser shall be liable to pay StarHub a premature termination charge equivalent to 50% of the Total Contract Value if no Services have been procured by the Advertiser after the execution of the Agreement; or

- (b) in the event that the Advertiser has made any Insertion Orders under the Agreement, the Advertiser shall be liable to pay StarHub a charge equivalent to 50% of the remaining balance of the Total Contract Value and for all utilised Insertion Orders at the relevant non- discounted rates (if any).

9. INCOMPLETE UTILISATION OF THE TOTAL CONTRACT VALUE

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

- (a) if none of the Total Contract Value has been utilised, pay StarHub a charge equivalent to 50% of the
Total Contract Value; or
- (b) if some of the Total Contract Value has been utilised,
 - (i) pay StarHub a charge equivalent to 50% of the remaining balance of the Total Contract Value; and
 - (ii) in relation to Insertion Orders procured during the Contract Period at discounted rates, forfeit such discounts and pay StarHub the full non-discounted rates for such Insertion Orders.

10. POSTPONEMENT OF EXHIBITION OF MATERIALS

If the Advertiser postpones the insertion of the Materials within ten (10) days prior to its Publication Date, the Advertiser shall be liable to pay StarHub a charge equivalent to 50% of the relevant Insertion Order.

11. RESPONSIBILITY FOR THE CONTENT

The Advertiser shall assume all responsibility for the content provided in the Materials and the Advertiser shall be solely responsible for ensuring that no part of the material/content provided to StarHub shall offend against good taste, decency, morality or would encourage or incite crime or lead to disorder, racial or religious disharmony or be offensive to public feeling or is subversive or seditious in nature or against national security, interest or order or interferes with domestic politics of Singapore.

12. UNFULFILLED DELIVERY

The Advertiser acknowledges that StarHub does not guarantee the display of the Materials as a failure in the display of Materials could arise due to reasons outside the control of StarHub. StarHub shall not be liable to the Advertiser for any failure to display the Materials.

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

1. DEFINITIONS:

1.1 In these Specific Terms and Conditions, the following terms shall have the following meanings, unless the context requires otherwise:

“Bill Insert Advertising”	advertising via the mailing of the Advertiser’s brochures along with StarHub’s monthly bills.
“Campaign”	the Advertiser’s bill insert advertising campaign.
“Campaign Commencement Date”	the first date on which the Materials are scheduled to be mailed to StarHub customers for a particular booking.

2. FIRST CAMPAIGN COMMENCEMENT DATE AND EXCLUSIVITY

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

3. INSERTION ORDER/BOOKING DEADLINE

The Advertiser shall ensure that all Insertion Orders are confirmed with StarHub at least forty-five (45) Working Days before the Campaign Commencement Date, failing which StarHub shall not be liable for any failure and/or delay in mailing the Materials. Notwithstanding the aforesaid, no Insertion Orders shall be held by StarHub without a duly executed Agreement being properly delivered to StarHub pursuant to Clause 2 above.

4. MATERIALS DEADLINE

The Advertiser must submit all Materials for StarHub’s approval, at least thirty (30) Working Days before the Campaign Commencement Date. Where the deadlines for the submission of the Material are not met, StarHub shall not be liable to the Advertiser or Agent for any failure and/or delay in sending out the Materials.

5. MATERIAL REQUIREMENTS

The Advertiser shall ensure that the Materials delivered to StarHub comply with the following technical requirements:-

- (a) Format and weight

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Format	Paper Gram
1 Panel	128 gsm
2 Panels	128 gsm
3 Panels	100 gsm
4 Panels and above*	100 gsm
(i) C-Fold (ii) For smooth machine insertion, the Advertiser shall use the recommended paper gram. (iii) Irregular shapes cannot be used.	

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

(b) Maximum and minimum width and height

	Minimum	Maximum
Width	190mm	210mm
Height	90mm	100mm

(c) The Advertiser shall include StarHub's logo and information in relation to StarHub's Rewards Programs in the Materials.

(d) StarHub reserves the right to reject any Materials which are not compliant to the above specifications and shall not be liable to the Advertiser for any failure and/or delay in sending out the Materials.

6. PRINTING

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

7. MATERIAL DELIVERY

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

8. TERMINATION BY ADVERTISER

In the event that the Advertiser terminates the Agreement after the execution of the Agreement or before the expiry of the Contract Period:

- (a) the Advertiser shall be liable to pay StarHub a premature termination charge equivalent to 50% of the Total Contract Value if no Services have been procured by the Advertiser after the execution of the Agreement; or
- (b) in the event that the Advertiser has made any Insertion Orders under the Agreement, the Advertiser shall be liable to pay StarHub a charge equivalent to 50% of the remaining balance of the Total Contract Value and for all utilised Insertion Orders at

the relevant non- discounted rates (if any).

9. INCOMPLETE UTILISATION OF TOTAL CONTRACT VALUE

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

- (a) if none of the Total Contract Value has been utilised, pay StarHub a charge equivalent to 50% of the Total Contract Value; or
- (b) if some of the Total Contract Value has been utilised,
 - (i) pay StarHub a charge equivalent to 50% of the remaining balance of the Total Contract Value; and
 - (ii) in relation to Insertion Orders procured during the Contract Period at discounted rates, forfeit such discounts and pay StarHub the full non-discounted rates for such Insertion Orders.

10. POSTPONEMENT OF CAMPAIGN COMMENCEMENT DATE

If the Advertiser postpones the Campaign within thirty (30) Working Days prior to the Campaign Commencement Date, the Advertiser shall be liable to pay StarHub a charge equivalent to 50% of the relevant Insertion Order.

11. RESPONSIBILITY FOR THE CONTENT

The Advertiser shall assume all responsibility for the content provided in the Materials and the Advertiser shall be solely responsible for ensuring that no part of the material/content provided to StarHub shall offend against good taste, decency, morality or would encourage or incite crime or lead to disorder, racial or religious disharmony or be offensive to public feeling or is subversive or seditious in nature or against national security, interest or order or interferes with domestic politics of Singapore.

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

1. DEFINITIONS:

1.1 In these Specific Terms and Conditions, the following terms shall have the following meanings, unless the context requires otherwise:

“Electronic Direct Mailer” or “eDM”	the electronic mails sent by StarHub to StarHub customers targeted by the Advertiser for the Campaign.
“Campaign”	the Advertiser’s eDM campaign.
“Campaign Commencement Date”	the date on which the eDM are sent to StarHub customers for a particular booking.
“Campaign Message”	the Advertiser’s advertising message distributed by way of the eDM.

2. FIRST CAMPAIGN COMMENCEMENT DATE AND EXCLUSIVITY

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

3. INSERTION ORDER/BOOKING DEADLINE

The Advertiser shall ensure that all Insertion Orders are confirmed with StarHub at least 6 weeks before the Campaign Commencement Date. Notwithstanding the aforesaid, no Insertion Orders will be held by StarHub without a duly executed Agreement properly delivered to StarHub pursuant to Clause 2 above.

4. MATERIALS DEADLINE

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

5. MATERIAL REQUIREMENTS:

5.1 The Advertiser must provide the content of the Campaign Message using StarHub’s template.

5.2 For Static Campaign only, the Advertiser shall ensure the Materials delivered to StarHub comply with the following technical requirements:-

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

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

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

5.5 The Advertiser shall specify the profile of the StarHub customers targeted by the Advertiser for the Campaign.

5.6 All Materials are subject to approval by StarHub.

6. UNFULFILLED DELIVERY

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

7. POSTPONEMENT OR CANCELLATION OF CAMPAIGN

In the event that the Advertiser postpones the Campaign Commencement Date to a date notified to StarHub or cancels any Campaign within fourteen (14) Working Days prior to the relevant Campaign Commencement Date, the Advertiser shall be liable to pay StarHub for the total number of eDM booked for that particular Campaign.

8. TERMINATION BY ADVERTISER

In the event that the Advertiser terminates the Agreement after its execution or before the expiry of the Agreement Period, the Advertiser shall pay StarHub a premature termination charge of:

- (a) the full Total Contract Value, if no Services have been procured by the Advertiser after the execution of the Agreement; and
- (b) the remaining balance of the Total Contract Value, if the services procured by the Advertiser falls below the Total Contract Value (excluding the costs of any eDM that had unfulfilled delivery as per Clause 6 above).

9. INCOMPLETE UTILISATION OF TOTAL CONTRACT VALUE

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

- (a) if none of the Total Contract Value has been utilised, pay StarHub the full Total Contract Value; or
- (b) if some of the Total Contract Value has been utilised, pay StarHub the remaining balance of the Total Contract Value (excluding the costs of any eDM that had unfulfilled delivery as per Clause 6 above).

10. RESPONSIBILITY FOR THE CONTENT

The Advertiser shall assume all responsibility for the content provided in the Materials and the Advertiser shall be solely responsible for ensuring that no part of the material/content provided to StarHub shall offend against good taste, decency, morality or would encourage or incite crime or lead to disorder, racial or religious disharmony or be offensive to public feeling or is subversive or seditious in nature or against national security, interest or order or interferes with domestic politics of Singapore.