

*MEDIA*CORP

ENGAGE · ENTERTAIN · ENRICH

Radio

ADVERTISING RATE BOOK

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MEDIACORP



Advertising Rates

Whatever your target audience, we have the right station to suit your advertising budget. With our station mix, you can create a greater impact on your audience!

Timebelt	Morning (6am – 9.59am)	Lunch (10am – 1.59pm)	Day (2pm – 4.59pm)	Evening (5pm – 8.59pm)	Night (9pm – 11.59pm)	Midnight (12am – 5.59am)
938LIVE	\$290	\$160	\$150	\$240	\$60	\$50
987FM	\$250	\$200	\$200 (2pm – 3.59pm)	\$300 (4pm – 7.59pm)	\$300 (8pm – 11.59pm)	\$50
Class 95FM	\$700 (6am – 10.59am)	\$420 (11am – 1.59pm)	\$340	\$580	\$180	\$50
Gold 90.5FM	\$300	\$150	\$140	\$260	\$100	\$50
LUSH 99.5FM	\$100	\$100	\$100	\$100	\$100	\$50
Symphony 92.4FM	\$100	\$100	\$100	\$100	\$100	\$50
Capital 95.8FM	\$330	\$320	\$250	\$300	\$70	\$50
Love 97.2FM	\$320	\$320	\$200	\$290	\$70	\$50
Y.E.S. 93.3FM	\$450	\$370	\$250	\$360	\$250	\$50
Ria 89.7FM	\$90	\$100	\$80	\$80	\$60	\$50
Warna 94.2FM	\$160	\$200	\$140	\$150	\$70	\$50
Oli 96.8FM	\$160	\$170	\$110	\$110	\$60	\$50
XFM 96.3FM - Mon to Fri - Sat to Sun	\$100 NA (6.50am – 9.59am)	\$100 (11am – 1.59pm) (10am – 1.59pm)	\$100 (2pm – 2.59pm) (2pm – 4.59pm)	\$100 NA NA	\$100 (8pm – 11.59pm) (8pm – 11.59pm)	\$50 (Midnight – 6.49am) (Midnight – 6.49am)

Note:

- Other rates are: 45sec at 1.3 x 30sec rates, 60sec at 1.5 x 30sec rates, 90sec at 2.4 x 30sec rates, 120sec at 3.0 x 30sec rates.
- Commercials of duration other than those above will be charged at the next higher level.
- Preferred spots in specific commercial breaks/positions are available at a loading of 1.5x.
- For 938LIVE and Capital 95.8FM, all commercials in the break before the news will carry a loading of 1.5x. All commercials inside the news will also carry a loading of 1.5x.
- All live scripts will be charged at 1.8x loading and will be placed in the first or last position in the commercial break.
- With effect from 1 April 2012, 938LIVE, 987FM, Class 95FM, Gold 90.5FM and Y.E.S. 93.3FM will carry a loading of 1.15x on all timebelts except the midnight timebelt for the following periods:
 - June
 - November and December.
- With effect from 1 April 2012, Capital 95.8FM and Love 97.2FM will carry a loading of 1.15x on all timebelts except the midnight timebelt for the following periods:
 - June
 - 6 weeks before Chinese New Year
 - 2 weeks from the first day of Chinese New Year.
- With effect from 1 April 2012, Ria 89.7FM, Warna 94.2FM and Oli 96.8FM will carry a loading of 1.15x on all timebelts except the midnight timebelt for the following periods:
 - June,
 - 6 weeks before Hari Raya Puasa / Deepavali
 - 2 weeks from Hari Raya Puasa / Deepavali
- 30sec commercials with tag-ons will be charged at 2.5x and will be scheduled at the first or last position in the first commercial break. The tag-ons shall not be more than 15sec and will be read 'live' on-air. Only one of such is available per hour.

Note:

Rates shown are the base rates for 30sec commercials. Rates are effective from 1 September 2010. New rates for Warna 94.2FM, Ria 89.7FM and Oli 96.8FM for campaigns commencing 1 May 2014.

Discount Plan

Enjoy the benefits of MediaCorp Radio's Volume Discount scheme when you sign a Master Contract for one calendar year. Being a flexible scheme, you can choose to upgrade your Master Contract commitment and enjoy even higher discounts during the validity period.

Nett Commitment	Volume Discount
\$ 10,000 – \$ 75,000	8%
\$ 75,001 – \$150,000	14%
\$150,001 – \$250,000	20%
\$250,001 – \$350,000	25%
\$350,001 – \$500,000	30%
\$500,001 and Above	35%

EARLY BIRD INCENTIVE DISCOUNT

An advertiser who renews his Master Contract before its expiry will enjoy a 10% Early Bird Incentive Discount. (effective 1 Jan 2011)

Note:

- Early Bird Incentive is applicable to Spot Buys and Sponsorship Programmes only.
- Volume Discount is applicable to Spot Buys only.
- If an advertiser fails to meet its Nett Commitment during the Contract Period, its Volume Discount shall be withdrawn or reduced based on actual expenditure.
- Volume Discount, Total Audience Plan, Full Week Plan, Cross Language Station Buys are to be computed after Early Bird Incentive Discount.
- Packages will not be entitled to any Volume Discount or any further discounts off the package price.

TOTAL AUDIENCE PLAN (TAP)

Using the TAP, advertisers can enjoy a discount when they purchase spots spreading across multiple time belts on any station. Use this incentive to stretch your advertising dollars and maximise Reach & Frequency with TAP!

- For spots spread equally across:
- 4 time belts, enjoy 8% off rates
 - 5 time belts, enjoy 12% off rates

FULL WEEK PLAN (FWP)

Advertisers can enjoy a 15% off when they purchase 35 x 30sec spots spreading across 5 time belts from Monday to Sunday.

Morning	1 Spot
Lunch	1 Spot
Day	1 Spot
Evening	1 Spot
Night	1 Spot

Refer to the Advertising Rates on page 1 for the various timebelts.

Note:

- Expenditure of TAP and FWP may be credited towards the Master Contract commitment.
- The above TAP and FWP cannot be used in combination with each other.

CROSS-LANGUAGE STATION BUYS

Advertisers can enjoy 8% off their plan rates for:

- 1) 3 or more Cross-Language Station Buys.
For example, 987FM, Y.E.S. 93.3FM and Ria 89.7FM.
- 2) 2 Cross-Language Station buys for
 - 938LIVE and Capital 95.8FM
 - Any station and Symphony 92.4FM
 - Any station and Lush 99.5FM

To qualify for the above discounts, identical schedules are to run on the 2 or 3 stations.

‘Live’ Broadcast, Mobile Studio or On-Site Remote

Spice up your event, draw crowds to your roadshow and create buzz for your promotion with MediaCorp radio’s event packages. Take advantage of radio’s strength to move your target audience with:

- **‘Live’ Broadcast** : This package brings your event to life over the airwaves for 2 hours. Let the audience experience the buzz and exhilaration of your event just by listening to our ‘live’ broadcast on your preferred radio station(s).
- **Mobile Studio** : This package brings radio to your events. Our radio deejay(s) can interact with consumers to promote your products and make your events more vibrant and exciting.
- **On-Site Remote** : This package helps drive traffic to your event. With our deejay(s) providing ‘live’ event reports peppered with exciting details of your product, roadshow or exhibition, listeners will be attracted to participate.

ENTITLEMENTS

Type	‘Live’ Broadcast	Mobile Studio	On-Site Remote
Pre-recorded Trailers	<ul style="list-style-type: none"> • 32 x 30 sec pre-recorded trailers on your selected MediaCorp radio station (8 per day x 4 days, inclusive of event day) 	<ul style="list-style-type: none"> • 32 x 30 sec pre-recorded trailers on your selected MediaCorp radio station (8 per day x 4 days, inclusive of event day) 	<ul style="list-style-type: none"> • 32 x 30 sec pre-recorded trailers on your selected MediaCorp radio station (8 per day x 4 days, inclusive of event day)
On-air Entitlements during the event	<ul style="list-style-type: none"> • 10 x 120 sec ‘live’ feed from MediaCorp radio deejay(s) on-site during the 2-hour ‘live’ broadcast 	<ul style="list-style-type: none"> • 6 x 60 sec ‘live’ roving reports during the 2-hour period on your selected MediaCorp radio station (For 938LIVE, a total of 3 x 2 min ‘live’ roving reports with a 2-hour period will be filed) 	<ul style="list-style-type: none"> • 6 x 60 sec ‘live’ roving reports during the 2-hour period on your selected MediaCorp radio station (For 938LIVE, a total of 3 x 2 min ‘live’ roving reports with a 2-hour period will be filed)
On-site Activities	<ul style="list-style-type: none"> • 2 product-based games during the 2-hour event • 2 MediaCorp radio deejays to host the 2-hour event 	<ul style="list-style-type: none"> • 2 product-based games during the 2-hour event • 2 MediaCorp radio deejays to host the 2-hour event • 6 on-site announcements during the 2-hour event 	<ul style="list-style-type: none"> • 1 MediaCorp radio deejay to host the 2-hour ‘live’ roving report
Commercial Spots	<ul style="list-style-type: none"> • 50 x 30 sec commercial spots to be used across any timebelt on your selected MediaCorp radio station 	<ul style="list-style-type: none"> • 987FM/ Class 95FM/ Gold 90.5FM/ Capital 95.8FM/ Love 97.2FM/ Y.E.S 93.3FM: 40 x 30 sec commercial spots across any timebelt on your selected MediaCorp radio station • LUSH 99.5FM/ Ria 89.7FM/ Warna 94.2FM/ Oli 96.8FM: 50 x 30 sec commercial spots across timebelt on your selected MediaCorp radio station 	<ul style="list-style-type: none"> • 938LIVE/ 987FM/ Class 95FM/ Gold 90.5FM/ Capital 95.8FM/ Love 97.2FM/ Y.E.S 93.3FM: 40 x 30 sec commercial spots across any timebelt on your selected MediaCorp radio station • LUSH 99.5FM/ Ria 89.7FM/ Warna 94.2FM/ Oli 96.8FM: 50 x 30 sec commercial spots across timebelt on your selected MediaCorp radio station
Others	<p>Advertiser is required to provide:</p> <ul style="list-style-type: none"> • A minimum space of 5m x 5m on-site for the station set-up • Engineering assistance on-site and phone line connection • Sufficient sampling merchandise to last at least 1.5 hours • All necessary logistics such as permit application and manpower to distribute the products for the event • Venue rental fee for landlord, where applicable • Talent fee of \$600 per additional deejay for 2 hours 	<p>Advertiser is required to provide:</p> <ul style="list-style-type: none"> • A minimum space of 5m x 5m on-site for the station set-up • Sufficient sampling merchandise to last at least 1.5 hours • All necessary logistics such as permit application and manpower to distribute the products for the event • Venue rental fee for landlord, where applicable • Talent fee of \$300 per additional deejay for 2 hours 	<ul style="list-style-type: none"> • NA

- All entitlements must be used within the same radio station

'Live' Broadcast, MobileStudio or On-Site Remote

INVESTMENT

Stations	Live Broadcast				Mobile Studio				On-Site Remote		
	Airtime Investment	No. of 30-sec Commercial Spots	Other Costs - Talent Fees (2 DeeJays) (Standard)	Other Costs - Engineering + Produce Fees	Airtime Investment	No. of 30-sec Commercial Spots	Other Costs - Talent Fees (2 DeeJays) (Standard)	Other Costs - Engineering Fees	Airtime Investment	No. of 30-sec Commercial Spots	Other Costs - Talent Fees (1 DeeJay) (Standard)
938LIVE	Please call your Account Manager for rates.								\$12,000	40	\$150
987FM	\$21,000	50	\$1,200	\$2,000 + \$300	\$15,300	40	\$600	\$500	\$13,000	40	\$150
Class 95FM	\$46,000	50	\$1,200	\$2,000 + \$300	\$37,500	40	\$600	\$500	\$32,000	40	\$150
Gold 90.5FM	\$21,800	50	\$1,200	\$2,000 + \$300	\$18,000	40	\$600	\$500	\$15,200	40	\$150
Symphony 92.4FM	Please call your Account Manager for rates.										
LUSH 99.5FM	Please call your Account Manager for rates.				\$8,600	50	\$600	\$500	\$5,600	50	\$150
Capital 95.8FM	\$25,600	50	\$1,200	\$2,000 + \$300	\$21,300	40	\$600	\$500	\$17,500	40	\$150
Love 97.2FM	\$25,200	50	\$1,200	\$2,000 + \$300	\$20,700	40	\$600	\$500	\$16,700	40	\$150
Y.E.S. 93.3FM	\$26,800	50	\$1,200	\$2,000 + \$300	\$22,300	40	\$600	\$500	\$18,200	40	\$150
Ria 89.7FM	\$8,400	50	\$1,200	\$2,000 + \$300	\$7,300	50	\$600	\$500	\$6,200	50	\$150
Warna 94.2FM	\$13,200	50	\$1,200	\$2,000 + \$300	\$11,200	50	\$600	\$500	\$9,300	50	\$150
Oli 96.8FM	\$10,400	50	\$1,200	\$2,000 + \$300	\$9,100	50	\$600	\$500	\$7,700	50	\$150

Note:

All rates are quoted in Singapore Dollars and are subject to prevailing GST. Rates are effective from 1 September 2010. New rates for Warna 94.2FM, Ria 89.7FM and Oli 96.8FM for campaigns commencing 1 May 2014.

‘Live’ Broadcast, Mobile Studio or On-Site Remote

TERMS & CONDITIONS FOR ‘LIVE’ BROADCAST, MOBILE STUDIO AND ON-SITE REMOTE

- 938LIVE, 987FM, Class 95FM, Gold 90.5FM and Y.E.S. 93.3FM will carry an additional loading of 15% for the following periods:
 - June
 - November and December
- Capital 95.8FM and Love 97.2FM will carry an additional loading of 15% for the following periods:
 - June
 - 6 weeks before Chinese New Year
 - 2 weeks from the first day of Chinese New Year
- Ria 89.7FM, Warna 94.2FM and Oli 96.8FM will carry an additional loading of 15% for the following periods:
 - June
 - 6 weeks before Hari Raya Puasa/Deepavali
 - 2 weeks from Hari Raya Puasa/Deepavali
- Booking for ‘Live’ Broadcast and Mobile Studio is subject to the approval of your selected MediaCorp radio station and availability of equipment
- All commercial entitlements are to be utilized within a month after the ‘Live’ Broadcast, Mobile Studio and/or On-Site Remote are conducted
- Booking for ‘Live’ Broadcast, Mobile Studio and On-Site Remote packages must be made at least 10 working days before the event
- Package investment, except other costs, is applicable for Master Contract fulfillment
- Package prices are not eligible for any other discount or Master Contract benefits other than the Early Bird Incentive Discount
- Package prices are subject to change, at the discretion of MediaCorp Pte Ltd
- Package prices do not include commercial production cost
- Request for audio recording of the ‘Live’ Broadcast must be made 3 days in advance and is subject to additional charges
- The trailers scripted by the selected MediaCorp radio station will contain general details about the event and at MediaCorp’s discretion
- Other costs – talent fees, producer fees and engineering fees shall not be eligible for any discount and no agency commission is payable. Additional or special request for deejays will be charged accordingly and is based on deejays’ availability
- The above rates are applicable for standard deejays only. Please check with your Account Manager for a list of premium deejays and their rates.
- Translation fee applies if the pointers and/or scripts are not provided in the station’s broadcast language.
- Package prices are in Singapore Dollars and are subject to the prevailing GST

Note:

All rates are quoted in Singapore Dollars and are subject to prevailing GST. Rates are effective from 1 September 2010. New rates for Warna 94.2FM, Ria 89.7FM and Oli 96.8FM for campaigns commencing 1 May 2014.

Submission Deadlines & Technical Specifications

NORMAL DAY SUBMISSION

Day of Broadcast	Deadline (Client to Ad Admin)	
Monday	Thursday	10am
Tuesday	Friday	10am
Wednesday	Monday	10am
Thursday	Tuesday	10am
Friday	Wednesday	10am
Saturday	Wednesday	10am
Sunday	Thursday	10am

EARLY SUBMISSION DUE TO PUBLIC HOLIDAY

Public Holiday Falls On	Day of Broadcast	Deadline (Client to Ad Admin)	
Monday	Wednesday	Thursday	10am
Tuesday	Thursday	Friday	10am
Wednesday	Friday	Monday	10am
Wednesday	Saturday	Monday	10am
Thursday	Sunday	Tuesday	10am
Thursday	Monday	Tuesday	10am
Friday	Tuesday	Wednesday	10am

COPY DEADLINES

Production scripts for vetting must reach MediaCorp Creative Services Division, two working days prior to production. Live scripts for vetting must reach MediaCorp Creative Services Division no later than noon, two working days prior to airtime. The specified lead-time excludes Saturdays, Sundays and Public Holidays.

MATERIAL SUBMISSION DEADLINES

Commercial tapes must be submitted to MediaCorp Creative Services Division no later than noon, two working days prior to airtime. The specified lead-time excludes Saturdays, Sundays and Public Holidays.

COLLECTION OF MATERIALS

All materials will be disposed of after 6 months unless prior arrangements have been made for collection.

TECHNICAL SPECIFICATIONS

Aural Assessment

The recorded material should be:

- Distortion and Noise free
- Induced hum etc. should not be audible
- In-phase (mono compatibility) and of Broadcast Quality

TECHNICAL SPECIFICATIONS

Aural Assessment

The recorded material should be:

- Distortion and Noise free
- Induced hum etc. should not be audible
- In-phase (mono compatibility) and of Broadcast Quality

Audio Medium

- Audio CD
- Data CD

DIGITAL FORMAT

wav file

- 16 Bit 44.1 kHz Linear PCM Stereo Interleaved
- Program peak @ -2dBFS

Identification

The wav file should be labeled with Client-Product-Version- Language eg. MediaCorp-HRBRANDING-Ver1-E

- E for English
- C for Chinese
- M for Malay
- T for Tamil

Label stating Advertising Agency, Client and Product, Language and Length of commercial. (on a Cue sheet)

Important Note:

MediaCorp Pte Ltd reserves the right to reject commercials that do not meet the above technical specifications.

General

Terms & Conditions

1. General

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

2. Definitions

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

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

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

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

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

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

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

3. General Booking Procedures

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

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

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

4. Websites Downtime

- 4.1 Any MediaCorp Entity may schedule downtime in its website(s), servers or any part thereof for maintenance purposes with or without giving notice thereof on the website(s) or in such other manner as it deems fit. The Advertiser and Agency agree that no MediaCorp Entity shall be liable for any loss, damage, claims, costs or expense of any kind arising from any such downtime, or from any unavailability or inoperability of any telecommunications systems or internet, technical malfunction, error, omission, interruption, delay in operation or transmission, computer error or viruses, any failure in communication lines or telecommunications networks, or any corruption or loss of data or other disruption of any kind.

5. Right Not To Broadcast or Publish

- 5.1 Each MediaCorp Entity reserves the right to, at any time, refuse to broadcast or publish (as the case may be) any Advertising Materials submitted by the Advertiser and/or the Agency or to reject any Booking Requests without assigning any reason therefor notwithstanding:
 - a) issuance of any acknowledgement of receipt or confirmation therefor;
 - b) the acceptance of payment or part payment therefor; or

- c) that such matter or material has been in part broadcast or published or that some instalments or items thereof have been broadcast or published in part.

- 5.2 In the event of any exercise of such right by a MediaCorp Entity, such MediaCorp Entity's liability shall be strictly limited to refunding pro rata the charges for any prepaid advertising fees for any Advertising Materials (or part thereof) not broadcast or published.

6. Advertiser and Agency

- 6.1 The Advertiser agrees that the Agency shall act as the Advertiser's agent in respect of all matters relating to or in connection with all advertising agreements with MPL and/or other MediaCorp Entities, including without limitation Booking Requests, amendments to the Master Contract or Media Booking Form, requests for cancellation or rescheduling, submission of Advertising Materials, and that any instruction, direction or agreement of the Agency in respect of any such matter shall constitute that of the Advertiser.
- 6.2 For the avoidance of doubt, where no Agency is involved, the Advertiser shall be solely liable for all matters under its advertising agreements with MPL and/or other MediaCorp Entities.
- 6.3 In the event that a MediaCorp Entity receives conflicting instructions, requests or other notices from an Advertiser and an Agency, or more than one Agency purporting to act on behalf of the Advertiser, such MediaCorp Entity shall be entitled to act on any such instruction, request or notice to the exclusion of others and/or to deal with only the Advertiser or any one of such Agencies.
- 6.4 All advertising agreements shall be valid, binding and enforceable upon each Advertiser or Agency which has signed the agreement(s) notwithstanding that any other party which is intended to sign or to be bound by the agreement(s) may not have done so or may not be effectively bound thereby, and notwithstanding the incapacity, liquidation or bankruptcy of any other party.
- 6.5 The Advertiser acknowledges and agrees that MPL may from time to time implement advertising incentive schemes for agencies, and that any benefits given to agencies under such incentive schemes shall accrue to the agencies only.

7. Advertising Materials

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

General

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

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

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

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

- 8.1 Each of the Advertiser and Agency agrees to incur advertising fees to meet its Total Net Commitment as specified in the Master Contract (if any) during the Contract Period. The Volume Discount Rates, Bonuses and/or Early Bird Incentives are granted to the Advertiser and Agency in consideration for such agreement and are based on the allocation of the Total Net Commitment to each media platform and/or MediaCorp Entity as specified in the Master Contract. Such allocation may be amended by agreement in writing between the parties, and in such event, the Volume Discount Rates, Bonuses and/or Early Bird Incentives shall be adjusted accordingly.
- 8.2 The amount of Total Net Commitment may be increased by written agreement between the parties, and in the event of such agreement, the Volume Discount Rates shall be adjusted accordingly. Such adjustments shall only take effect from the effective date of increase in Total Net Commitment, and shall only apply to bookings made on or after such effective date.
- 8.3 Where any bonus spots or insertions are granted by any MediaCorp Entity to the Advertiser and/or the Agency, the use of such bonus spots or insertions shall be subject to conditions specified in the relevant rate card.
- 8.4 Bonus spots granted may only be used after the

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

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

9. Payment Terms

- 9.1 Payments for advertising and all other fees payable by the Advertiser and Agency shall be paid by cash in advance to MPL and/or any other MediaCorp Entity (as the case may be), unless the Agency is accredited, in which case the accredited Agency shall make payment within 30 days from the date of invoice. For the avoidance of doubt, invoices may be issued by MPL and/or any other MediaCorp Entity at their sole discretion, and at any time whether before or after the broadcast or publication of the advertisements in question, and the Advertiser and the Agency shall jointly and severally pay all advertising fees to MPL and/or any other MediaCorp Entity in accordance with the invoices issued by MPL and/or any other MediaCorp Entity.
- 9.2 The Advertiser and Agency shall be jointly and severally liable to pay all advertising fees incurred through bookings with the MediaCorp Entities. Failure of payment shall render the Advertiser and Agency jointly and severally liable for all sums due, together with all legal costs on an indemnity basis incurred in collecting such sums. Where the Agency is an Accredited Agency, MPL and the other MediaCorp Entities shall be entitled to claim against the Banker's Guarantee(s) furnished by the Agency to any MediaCorp Entity upon breach of the Advertiser's payment obligations herein, without

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prejudice to any other right or remedy which the MediaCorp Entities may have hereunder, under law, in equity or otherwise.

- 9.3 Advertising fees shall be charged based on the rates set out in the rate cards for each media platform. These rates may be changed at any time without prior notice and are exclusive of any applicable goods and services tax and any other taxes and/or duties which may from time to time be imposed in accordance with applicable laws. All such taxes and duties shall be payable by the Advertiser and/or Agency (as the case may be) in addition to the rates.
- 9.4 All payments to be made the Advertiser and Agency shall be made free and clear of and without deduction or deferment in respect of any demand, set-off, counter claim or other dispute or in respect of any foreign withholding or other taxes or duties of any nature. If the Advertiser and/or the Agency (as the case may be) is required by law to make any deduction or withholding from any amount payable, it shall increase the amount payable so as to ensure that MPL and/or the relevant MediaCorp Entity receives, and is entitled to retain, after such deduction or withholding, a sum which it would have received and be entitled to retain had that deduction or withholding not been required.
- 9.5 Without prejudice to the rights, powers and remedies of the MediaCorp Entities at law, in equity or otherwise, interest at the rate of 1% per month or the maximum rate of interest permitted under applicable laws (whichever shall be the lower) shall be payable on any money that is due but unpaid by the Advertiser or Agency. Such interest shall be computed from the due date for the payment until full payment is received.
- 9.6 Whenever any sum of money shall be recoverable from or payable by the Advertiser or Agency under any advertising agreement with MPL and/or any other MediaCorp Entities, the same may be deducted from any sum then due or which at any time thereafter may become due to the Advertiser or Agency under the same advertising agreement or any other contract with MPL or any other company within the MediaCorp group of companies. Exercise by MPL and/or any other MediaCorp Entities of their rights under this Clause shall be without prejudice to any other rights or remedies available to MPL and/or such other MediaCorp Entities under the relevant advertising agreement, or otherwise howsoever, at law or in equity.

10. Ownership of Advertisements/Programmes Produced by MediaCorp Entities

- 10.1 All rights, title and interest (including without limitation copyright) in (a) the advertisements, commercials, trailers, interstitials and other

productions produced by a MediaCorp Entity for the Advertiser or Agency; and/or (b) any programme, event and/or event production sponsored and/or commissioned by Advertiser or Agency, shall belong to and shall vest solely in such MediaCorp Entity, who shall be entitled to their unlimited use in whatsoever way it deems fit, and the Advertiser and Agency hereby assigns any and all rights, title and interests it may have (if any) in any and all such productions to such MediaCorp Entity, and undertakes to execute any further documents in order to procure or perfect this transfer and/or such MediaCorp Entity's ownership of the same. For the avoidance of doubt, Advertiser and Agency acknowledge that such production shall only be broadcast and/or publish on such MediaCorp Entity's media platform upon payment by the Advertiser and Agency of the requisite advertising fees. The Advertiser and Agency is expressly prohibited from using the productions on any other media platforms or in any other manner without obtaining such MediaCorp Entity's express prior written approval, subject to payment of a fee and such other terms and conditions to be agreed between the parties.

- 10.2 In respect of any television programmes sponsored by the Advertiser (the "**Sponsored Programmes**") which are acquired/licensed for broadcast on any television channel(s), the playing rights in the Sponsored Programmes acquired/licensed for any broadcast are limited to one performance only, unless otherwise agreed and special rates charged, and no property in them shall pass on to the Advertiser or Agency. If the Sponsored Programmes are supplied by the Advertiser, the Advertiser shall deliver it to the MediaCorp Entity free of cost and pre-paid return mailing charges. The MediaCorp Entity shall not be liable for any loss or damage to the Sponsored Programmes while it is under its control.
- 10.3 The Agency and Advertiser is required to give a minimum of 2 Working Days written notice of cancellation of any studio recording sessions. Any cancellations received after such time shall be subject to a cancellation fee of S\$500. For any cancellation of production orders, the Agency and Advertiser shall also be jointly and severally liable to pay for all work done and any third party production costs incurred by any MediaCorp Entity up to the date of cancellation.
- 10.4 If the Agency or Advertiser requires a MediaCorp Entity to interview, profile or otherwise feature any individual in any advertisement or production produced for the Advertiser or Agency, the Agency and Advertiser shall obtain all releases and consents required from such individuals in accordance with the Personal Data Protection Act 2012 and any other applicable laws and regulations.

General

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11. Additional or Replacement Agency

- 11.1 Where the Advertiser appoints an additional agency or the Agency is replaced by a new agency (a “**new agency**”, and wherever the Agency is referred to in these General Terms and Conditions, the term shall include such new agency unless the context does not permit it), both the Advertiser and Agency shall be liable for all Booking Requests submitted by the new agency. For the avoidance of doubt, the Advertiser and all Agencies appointed by the Advertiser (whether existing or new agency) shall be liable for all Booking Requests submitted by the Advertiser or by any agency authorised by the Advertiser and/or such Agency to submit such Booking Requests.
- 11.2 The Advertiser must procure the new agency to agree to be bound by these General Terms and Conditions and to assume all the duties and obligations of the original Agency under the Master Contract and/or Media Booking Form(s) (in the case of a replacement) as if it were a party thereto, provided that the MediaCorp Entities may (but shall not be obliged) to accept Booking Requests submitted by a new agency even if such agreement has not been obtained from the new agency and the Advertiser and Agency shall remain liable for all bookings placed by such new agency. No MediaCorp Entity shall be responsible for any matter or dispute between the Advertiser and its agencies arising from any addition or change of the Advertiser’s agencies.

12. No Assignment or Extension

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

13. Indemnity

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

any of its obligations hereunder or any breach of its warranties hereunder.

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

14. Limitation of Liability

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

15. Confidentiality

The Advertiser and Agency understand and agree that any and all information, materials, data, rates, booking, sponsorship and/or package details, disclosed by any MediaCorp Entity to the Advertiser

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and/or the Agency, whether in oral or written form, (“**Confidential Information**”) is of a strictly secret and confidential nature and the Advertiser and Agency jointly and severally undertake not to disclose, communicate or otherwise release to any other third party any such Confidential Information.

16. Force Majeure

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

17. Termination

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

18. Notices and Communications

All notices, orders, approvals, instructions and other communications required to be given in writing between the parties shall be delivered by hand or sent by mail or facsimile to the address or facsimile

number of the intended recipient, as each party may from time to time have notified the other party or parties in writing. Subject to the foregoing, notices and communications shall be deemed to have been duly given (i) if sent by mail, 48 hours after posting, (ii) if delivered by hand, on the date of delivery, or (iii) if sent by facsimile, at the time of transmission. In addition, any notices, orders, approvals, instructions and other communications required to be given in writing by any MediaCorp Entity may also be sent by email, to such email address(es) as may be provided by the Advertiser and/or Agency from time to time.

19. Amendment

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

20. Waiver

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

21. Severance

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

22. Governing Law

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

MasterContractRecovery

MASTER CONTRACT RECOVERY

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

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

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

For Master Contracts with Single Platform

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

Please see example below:

Example A: Client Signs a \$270,000.00 Master Contract with Radio Stations

Platform	Nett Commitment	Master Contract Entitlements	Nett Fulfilment
Radio	\$270,000.00	25% Volume Discount	\$75,000.00

Calculation of Volume Discount Recovery

Nett fulfilment	\$ 75,000.00
Gross fulfilment @ 25%	\$100,000.00
VD amount @ 25%	\$ 25,000.00
VD entitled based on fulfilment @ 8%	\$ 8,000.00
Recoverable amount	\$ <u>17,000.00</u> (\$25,000.00 – \$8,000.00)

Above illustration assumes all expenditure are entitled to Volume Discount

Example B: Client Signs a \$150,000.00 Master Contract with TODAY

Platform	Nett Commitment	Master Contract Entitlements	Nett Fulfilment
TODAY	\$150,000.00	7.5% Volume Discount	\$77,000.00

Calculation of Volume Discount Recovery

Nett fulfilment	\$ 77,000.00
Gross fulfilment @ 7.5%	\$ 83,243.24 (\$77,000.00/0.925)
VD amount @ 7.5%	\$ 6,243.24
VD entitled based on fulfilment @ 5%	\$ 4,162.16
Recoverable amount	\$ <u>2,081.08</u> (\$6,243.24 – \$4,162.16)

Above illustration assumes all expenditure are entitled to Volume Discount

Master Contract Recovery

For Master Contracts with Multiple Platforms

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

Please see example in table below:

Platform	Nett Commitment	Master Contract Entitlements	Nett Fulfilment	Over-fulfilled/(Under-fulfilled)
Channel 5/Channel 8/ Channel U	\$1,300,000.00	12% Volume Discount & 18% Special Bonus	\$ 700,000.00	(\$600,000.00)
TODAY	\$1,000,000.00	18% Volume Discount	\$1,100,000.00	\$100,000.00
Radio	\$ 500,000.00	30% Volume Discount	\$ 200,000.00	(\$300,000.00)
	<u>\$2,800,000.00</u>		<u>\$2,000,000.00</u>	<u>(\$800,000.00)</u>

Platform	Distribution of Overall Shortfall		Bonus Usage	Master Contract Entitlements used for Recovery			Recovery Amount	
				Fulfilment used for Recovery	Bonus/Volume Discount Entitlement (%)	Bonus Entitlement	Bonus Recovery	Volume Discount Recovery
Channel 5/ Channel 8/ Channel U		(\$600,000.00)	\$200,000.00	\$700,000.00	10% Volume Discount & 15% Special Bonus	\$105,000.00	\$95,000.00	\$15,909.10
TODAY	\$800,000.00			No Recovery for TODAY				
Radio		(\$200,000.00)		\$300,000.00	25% Volume Discount			\$14,285.72
		<u>\$(800,000.00)</u>						

Calculation of Volume Discount Recovery on Radio

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

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

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

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

MEDIACORP

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