

MEDIACORP

ENGAGE · ENTERTAIN · ENRICH

okto
Suria
Vasantham

ADVERTISING RATE BOOK

Contents

Spot Buy (okto, Suria & Vasantham)	1
The Master Contract (okto, Suria & Vasantham)	2
Sponsorship Guidelines (okto, Suria & Vasantham)	3
General Terms & Conditions	4 - 9
Master Contract Recovery	10 - 11
Submission Deadlines & Technical Specifications	12 - 15
Media Development Authority TV Advertising Code	16 - 19

MEDIACORP

#okto



SpotBuy

BUYING SPOTS

Cost per spot = Base Rate x Programme Loading

Base Rates:	
5 seconds	\$ 175
10 seconds	\$ 350
15 seconds	\$ 500
20 seconds	\$ 700
25 seconds	\$ 850
30 seconds	\$ 1,000
35 seconds	\$ 1,175
40 seconds	\$ 1,350
45 seconds	\$ 1,525
50 seconds	\$ 1,700
55 seconds	\$ 1,850
60 seconds	\$ 2,000
120 seconds	\$ 4,000

Note:

- All exceeding commercial duration will be charged at the rate of the next higher 5-second interval.
~ Example: A 21-second spot will be charged at the 25-second rate.
- For commercials between the duration of 60 and 120 seconds, the base rate is calculated by adding the rate for 60 seconds and the rate of the remaining duration.
~ Example: Base Rate of 75-sec = Base Rate of 60-sec + Base Rate of 15-sec
= \$2,000 + \$500
= \$2,500
- For commercials between the duration of 120 and 180 seconds, the base rate is calculated by adding the rate for 120 seconds and the rate of the remaining duration.
~ Example: Base Rate of 145-sec = Base Rate of 120-sec + Base Rate of 25-sec
= \$4,000 + \$850
= \$4,850
- Commercials beyond the duration of 180 seconds are subject to MediaCorp's approval of the storyboard.

PROGRAMME LOADING FACTOR

This is the multiplier factor tagged to a programme and differs for every programme. You may check the loadings for each programme on eIBS.

Normal Spot Buying Example:

Length of commercial = 30 seconds
 Programme loading = 2x
 Cost per spot = (Base Rate) x (Programme Loading)

Therefore, cost per spot = \$1,000 x 2
 = \$2,000

PREMIUM POSITIONING PRICING

A premium position loading of 10% of a commercial's airtime rate applies for each of the following specifications:

A Specified Commercial Break

For example:

- First commercial break in the programme, or
- Last commercial break in the programme

A Specified Position Within The Commercial Break

For example:

- First spot in the break, or
- Last spot in the break

If there is more than one specification, then loadings are multiplied by the number of specifications. For example, for the first spot in the first commercial break, a loading of 20% will be charged for the 2 specifications.

Please note that premium positioning is only applicable for fully paid spots.

The Master Contract

EARLY BIRD BONUS

An advertiser who renews his master contract before its expiry date will enjoy Early Bird Bonus airtime equivalent to 12% of his total net investment (after volume discount) on MediaCorp: okto, Suria and Vasantham.

Note:

- MediaCorp will recover any bonus airtime used that does not commensurate with the actual 12-month nett expenditure.
- Early Bird Bonus airtime is computed based on net commitment upon renewal of master contract. Subsequent upgrading of commitment will not be entitled to any increase in Early Bird Bonus airtime.

VOLUME DISCOUNT

As soon as an advertiser signs a master contract for a commitment on his TV expenditure for a 12-month period, he enjoys an upfront cash discount, according to his level of expenditure on MediaCorp: okto, Suria and Vasantham.

Annual Gross Expenditure Level	Volume Discount
\$ 5,000 ~ \$ 10,000	2.5%
\$ 10,001 ~ \$ 20,000	3.0%
\$ 20,001 ~ \$ 30,000	4.0%
\$ 30,001 ~ \$ 40,000	5.0%
\$ 40,001 ~ \$ 50,000	6.0%
\$ 50,001 ~ \$ 60,000	7.0%
\$ 60,001 ~ \$ 70,000	8.0%
\$ 70,001 ~ \$ 80,000	9.0%
\$ 80,001 ~ \$ 90,000	10.0%
\$ 90,001 ~ \$ 100,000	11.0%
\$ 100,001 ~ \$ 150,000	12.0%
\$ 150,001 ~ \$ 200,000	13.0%
\$ 200,001 ~ \$ 300,000	14.0%
\$ 300,001 & above	15.0%

Note:

- The Master Contract can be signed at any time in the year.
- Volume Discount is given from the first dollar invested with MediaCorp: okto, Suria and Vasantham.
- An advertiser may upgrade his level of expenditure during the contract period. The new level of discount will be applied from the point of upgrading. No retrospective discount will be given.
- Packages will not be entitled to any Volume Discount or any further discounts off the package price.

GUIDELINES TO USE OF BONUS AIRTIME (INCLUDING MASTER CONTRACT BONUS)

Bonus airtime can be used in all programmes except special programmes.

Bonus spots will be confirmed 3 working days before the date of telecast (inclusive). Prior to that, such spots may be pre-empted by paid spots.

All bonus airtime cannot be used for special packages, sponsorship and premium positioning.

All bonus airtime must be used within the specified period. No extension of the deadline will be allowed.

BLACK-OUT PERIODS FOR USE OF BONUS AIRTIME

All bonus airtime cannot be used during the following period:

- okto - During June, November and December
- a~ok - During November and December
- Suria - During the Ramandan month and Hari Raya Puasa
- Vasantham - 4 weeks before and during Deepavali

Sponsorship Guidelines

Ride on the popularity of today's hottest shows and TV icons with Programme Sponsorship. Our wide range of best-selling shows or series can be crafted to associate with your product or brand, making Programme Sponsorship the perfect instrument to strengthen your brand or product image. Plus, you can increase exposure through trailers and special position spots within the programme.

Credit Acknowledgement

- Sponsors can either opt for a still visual acknowledgement or a continuous extract from their commercial. Any editing for advertisers/agencies (eg. super-imposing, special effects, etc) can be done by the production house (eg. MediaCorp Creative Services) and production costs are charged to advertisers.
- All materials submitted (with no further editing required) must be in the form of digital betacam 3 weeks before telecast of trailers. All materials submitted are subject to final approval by MediaCorp.
- Upon confirmation of sponsorship investment, sponsors are to submit a ready 5-sec/2.5-sec tag-on (visual only) in digital betacam format, with no further editing required.

Trailer Scheduling

- Programme trailers will only be aired on the same channel as the sponsored programme. There will be no cross-channel promotion, unless otherwise stated.
- MediaCorp will schedule all trailers and reserve the right to change trailer schedule without prior notice. Trailers are pre-emptable.

Execution of Trailers

- MediaCorp retains full control of the editorial, including verbal acknowledgement, and creative execution of the trailers.

Product Exclusivity

- Product exclusivity entitlement is only extended to one product-type per sponsorship package. This is not applicable for the Toys category.

First Right of Refusal

- First right of refusal will only apply for returning series of the same title, and not for the same timebelt, re-run series or otherwise. However, no rate protection will be accorded and prevailing rates will apply.

- For programmes that run indefinitely, the first right of refusal will only apply to the immediate episode/ time-slot after expiry of existing sponsorship contract (for existing sponsors who take up 3 months or more of the sponsorship).
- First right of refusal will only apply for annual events within the proposed validity period.

Cancellation

- All sponsorship contracts are non-cancellable.

On-Air or Off-Air Promotion

- Approval must be sought from MediaCorp for all promotions and publicity materials pertaining to the sponsored programme.
- Talent and licensing fees are applicable for the use of artistes (in their character role) and programme title in its exact typeface.

Pre-emption

- MediaCorp reserves the right to pre-empt any scheduled telecast programme in place of Special Programmes.

Telecast Date and Time

- MediaCorp reserves the right to change the telecast date and time of all sponsored programmes.

Positioning

- In the event of a multiple sponsorship, premium position for spots will be rotated amongst sponsors on a weekly basis, dependent on sponsorship categories.

Others

- There is no maximum number of sponsors for any programme sponsorship unless specified by MediaCorp.

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 eIBS 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

General

Terms & Conditions

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-

Terms & Conditions

- (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

General

Terms & Conditions

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.

Terms & Conditions

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

General

Terms & Conditions

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).

Master Contract Recovery

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 based on the following:-

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 in table below:

Example: Client signed \$200, 000 Master Contract with okto, Suria or Vasantham

Platform	Nett Commitment	Master Contract Entitlements	Nett Fulfilment
okto/Suria/Vasantham	\$250,000	14% Volume Discount	\$150,000

Calculation of Volume Discount Recovery

Nett Commitment	\$ 250,000.00	(VD = 14%)
Gross Commitment	\$ 290,697.67	
VD amount @ 14%	<u>\$ 40,697.67</u>	
Nett fulfilment	\$ 150,000.00	
Gross fulfilment @ 14%	\$ 174,418.60	(\$150,000/0.86)
VD amount @ 14%	\$ 24,418.60	
VD entitled based on fulfilment @ 13%	\$ 22,674.42	
Recoverable amount	<u>\$ 1,744.18</u>	(\$24,418.60 - \$22,674.42)

Above illustration assumes all expenditure are entitled to Volume Discount

MasterContractRecovery

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

Submission Deadlines & Technical Specifications

BOOKING DEADLINE

1. All Booking Requests must be submitted at least 3 full Working Days before the date of telecast, including the day of booking and broadcast.
2. All Booking Requests shall be final and binding on the Advertiser and Agency upon submission and may not be terminated, cancelled or rescheduled.
3. Sponsorship entitlements shall take precedence over spot bookings and spots with premium positioning.

COPY DEADLINE

1. All commercial materials and written copy instructions must be given to the Commercial Operations – TV Copy Admin at least 3 full working days (including day of transmission) prior to the telecast date. In the absence of copy instructions, MediaCorp will not be held responsible for wrong versions telecast.
2. Bookings sent to the Commercial Operations – TV Ad Admin cannot be taken as copy instructions. Conversely, copy instructions cannot be taken as bookings.
3. Scripts/storyboards of commercials must be cleared with the Commercial Operations – TV Copy Admin, and where required, approval from the relevant authorities obtained, before production.

TECHNICAL SPECIFICATIONS FOR COMMERCIALS

AUDIO SPECIFICATIONS FOR SD/HD TV COMMERCIALS

The full mix tracks of the commercial must have an average loudness level of -24LKFS ± 1 , as measured using a meter compliant with ITU-R BS.1770-1. If the commercial has multiple segments, each segment must have an average loudness level of -24LKFS ± 1 .

The commercial must also have consistent loudness levels. Short term loudness levels must not rise more than 4 above (\leq -20LKFS) or 4 below (\geq -28LKFS) the average loudness level of the commercial or commercial segment.

Short term loudness levels are derived using a continuous sliding window 3 seconds in duration, as specified in EBU tech 3341. The short term loudness level for each second is derived by calculating the average loudness level of the past 3 seconds, as measured using a meter compliant with ITU-R BS.1770-1.

MediaCorp will not use “Dialogue Intelligent” meters when evaluating the loudness levels of commercial. MediaCorp will measure the loudness level of the entire commercial, not only the sections containing speech or dialogue.

Submission Deadlines & Technical Specifications

1. DELIVERY VIA TAPE

Standard Definition (SD)

Delivery via Tape

Tape Format	: Digital Betacam
System	: PAL B/G
Standard	: 625 lines / 50Hz
Aspect Ratio	: 16:9 FHA (Full Height Anamorphic)
Vision (Composite)	: 700mVpp
Vision (Component)	: (700+ 25)mV for luma ±350mV for P _r & P _b
Sync	: 300mV
Audio Channels	: Discrete Stereo or Dual Mono
Audio Track Order	: Track 1 –Main Stereo Left or Mono Full Mix Track 2 –Main Stereo Right or Mono Full Mix
Average Loudness Level	: -24LKFS ±1 based on ITU-R BS.1770-1
Maximum Peak level	: ≤ -10dBFS (with reference to 0dBFS)
Maximum True Peak	: -2dBTP (with reference to 0dBFS)
Time-Code or SOM	: 00:00:00:00 (SMPTE 12M-1-2008)

For SD tapes, there should be a minimum of 1 minute 40 seconds of colour bar and 1 kHz tone, 18 seconds of identification followed by 2 seconds of stable black immediately before, and a minimum of 5 seconds of stable black immediately after every commercial.

Where there is more than one commercial in the same tape, there must be 5 seconds black in between the commercials.

High Definition (HD)

Delivery via Tape

Tape Format	: HDCAM or XDCAM
System	: PAL 50i
Standard	: 1920 x 1080 interlaced at 50Hz
Aspect Ratio	: 16:9 Full Frame
Video Level	: Based on EBU Recommendation R103-2000 When matrixed to RGB, all of the R, G or B signals should lie inside the range -5% to 105%. The resultant luminance signal should lie inside the range -1% to 103%.
Audio Channels	: Discrete Stereo or 5.1 Multi-Channels
Audio Track Order	: Track 1 –Main Stereo Left or Lt Track 2 –Main Stereo Right or Rt Track 3 – Dolby E Track 4 – Dolby E
Average Loudness Level	: -24LKFS ±1 based on ITU-R BS.1770-1
Maximum Peak Level	: ≤ -10dBFS (with reference to 0dBFS)
Maximum True Peak	: -2dBTP (with reference to 0dBFS)
Time-Code or SOM	: 00:00:00:00 (SMPTE 12M-1-2008)

For HD tapes, there should be a minimum of 1 minute 40 seconds of colour bar and 1 kHz tone, 18 seconds of identification followed by 2 seconds of stable black immediately before, and a minimum of 5 seconds of stable black immediately after every commercial.

Where there is more than one commercial in the same tape, there must be 5 seconds black in between the commercials.

Submission Deadlines & Technical Specifications

2. DIGITAL DELIVERY (IMD Cloud)

File delivery has now become easier, faster and cost effective in Singapore with IMD. For more information, please contact support@imdccloud.net or visit www.imdccloud.net
IMD was previously known as eBUS, but is now part of www.groupimd.com

IMX30 Standard Definition (SD)

Video File

File	: IMX30 QuickTime MOV or OP1a MXF wrapped
File Extension	: .mov / .mxp
File Chroma Encoding	: 4:2:2
Encoding Bitrate	: 30Mbit/sec
Encoding GOP	: I frame only
Encoding Type	: Interlaced TFF
Video Standard	: PAL
Levels	: Standard Video Levels BT.601 (16-235. Not RGB 0-255)
Aspect Ratio	: 16:9 FHA (Full Height Anamorphic)
Frame Size	: 720(H) x 576(V) pixels ^(Note 5)
Frame Rate	: 25.00 fps
Picture Scan Type	: Interlaced TFF or Progressive
Duration	: As specified at upload time mm:ss:ff ^(Note 2)

Audio

Encoding	: WAV – contained within same mov/mxf wrapper
Audio Channels Encoded	: Single Stereo Pair ^(Note 4)
Audio Sample Rate	: 48kHz
Maximum Permitted Peak Level	: 9.0dB below full scale peak reading (-9dBFS) ^(Note 3)
Audio Loudness Integrated	: -24LKFS +/-1 according to BS1770-3 ^(Note 1)

XDCamHD High Definition (HD)

Video File

File	: XDCam 422 OP1a MXF wrapped
File Extension	: .mxf
File Chroma Encoding	: 4:2:2
Encoding Bitrate	: 50Mbit/sec
Encoding GOP	: 12
MPEG Encoding Type	: Interlaced TFF
Video Standard	: HDTV 1080/50i
Levels	: Standard Video Levels BT.709 (16-235. Not RGB 0-255)
Aspect Ratio	: 16:9 Full Frame with 1:1 Pixel Aspect Ratio
Frame Size	: 1920(H) x 1080(V) pixels
Frame Rate	: 25.00 fps
Picture Scan Type	: Interlaced TFF or Progressive
Duration	: As specified at upload time mm:ss:ff ^(Note 2)

Audio

Encoding	: PCM with each audio channel as separate stream in MXF
Audio Channels	: 2
Audio Sample Rate	: 48kHz
Maximum Permitted Peak Level	: 9.0dB below full scale peak reading (-9dBFS) ^(Note 3)
Audio Loudness Integrated	: -24LKFS +/-1 according to BS1770-3 ^(Note 1)

Note:

1. MediaCorp now requires audio to meet the loudness of BS 1770-3: -24LKFS +/-1. IMD automatically quality checks your ads to ensure audio loudness is OK.
2. Files must be exact duration; first frame to last frame only. No slate, bars, black, clock or audio tone. This is now done automatically.
3. Max audio peaks are measured as 'digital instantaneous peaks', not 'PPM' peaks
4. IMX MXF files are accepted with 2 or 4 audio channels (e.g. Avid generated), but only the first 2 channels will be used
5. IMX files include VBI (32 black lines at top of frame). Non-QuickTime software video players (e.g. VLC) show the correct 720x608 file size with 32lines black at top, but this is normal - active picture is still 720x576

Submission Deadlines & Technical Specifications

3. DIGITAL DELIVERY (Adstream)

Standard Definition (SD) Digital File

Video File

Container	: Quicktime
Encoder	: IMX50
Width	: 720
Height	: 576
Frame Rate Mode	: Fixed Frame Rate
Frame Rate	: 25
Interlacing	: Upper/Top field first
Aspect Ratio	: 16:9 FHA (Full Height Anamorphic)

Stereo or Full Mono Audio

Encoder	: PCM Little Endian
Channels - 1	: Main Stereo Left or Mono Full Mix
Channels - 2	: Main Stereo Right or Mono Full Mix
Sample Rate (kHz)	: 48.000kHz
Bit/Sample	: 16
Reference (dBFS)	: -20
Max Peak (dBFS)	: -10
Ballistic	: PPM Type II

High Definition (HD) Digital File

Video File

Container	: Quicktime
Encoder	: XDCAM HD422 1080i50 (50Mb/s) CBR
Width	: 1920
Height	: 1080
Frame Rate Mode	: Fixed Frame Rate
Frame Rate	: 25
Interlacing	: Upper/Top field first
Aspect Ratio	: 16:9 Full Frame

Stereo or Full Mono Audio

Encoder	: PCM Little Endian
Channels - 1	: Main Stereo Left or Mono Full Mix
Channels - 2	: Main Stereo Right or Mono Full Mix
Sample Rate (kHz)	: 48.000kHz
Bit/Sample	: 24
Reference (dBFS)	: -20
Max Peak (dBFS)	: -10
Ballistic	: PPM Type II

Submit TVC material digitally to MediaCorp via adstream at www.adstream.com

Media Development Authority TV Advertising Code

PREAMBLE

1. Television exerts a strong influence on the community. It is easily accessible to all people, including the young. It is also recognised that advertisements on television have a strong influence on the public. As such, they should be produced with a strong sense of responsibility to audiences and their social impact and implications be given due consideration.
2. The TV Advertising Code (hereinafter referred to as “the Code”) outlines the general standards to be observed for advertisements shown on all TV broadcast services including Free-to-Air Television and Subscription Television.
3. All television advertisements should be presented within the guidelines provided under this Code, and it is the broadcaster’s responsibility to ensure that advertisements which fail to comply with the spirit and the letter of the Code are not broadcast.
4. In view of the rapid development of technology in communications and broadcasting, the guidelines in this Code will be reviewed regularly to safeguard the interests of viewers and ensure their relevance to broadcasters.
5. All advertisements described in paragraph 6 should be guided by the Singapore Code of Advertising Practice issued by the Advertising Standards Authority of Singapore. The advertisements must also satisfy the requirements in the relevant Television Programme Codes applicable to each TV broadcast service.
6. For the purpose of this Code, the term ‘advertisement’ refers to the following forms of advertisements:
 - a. any material designed to advance the sale of any particular product or service, or to promote the interest of any organisation, commercial concern or individual in return for payment or other reward or consideration to the broadcaster. Such material could be in the form of words, sound effects (including music), and/or of visual presentation and whether in the form of direct announcements, slogans, descriptions, crawlers or otherwise, as well as any promotional reference to a product or service during a programme.
 - b. announcements made in the public interest;
 - c. trailers connected to government approved charities and appeals for which the broadcaster does not receive payment in cash or kind;
 - d. infomercials which are long form advertisements of varying duration designed to sell products or services in an informationbased format.
7. Broadcasters should consult MDA in cases where they are unsure whether a proposed advertisement would breach guidelines.
9. Advertisements must be truthful and lawful, in particular:
 - a. They should not expressly or by implication such as through their description, claims or illustrations, mislead about the product or service advertised or about its suitability for the purpose recommended.
 - b. Irrelevant data and scientific jargon must not be used to support claims that do not have a scientific basis.
 - c. They must comply with the prevailing laws of Singapore. For example, the use of music and/or visuals must not infringe the rights of the relevant copyright owners.
10. Advertisements must be decent and tasteful in their content and presentation, and should not cause offence to the community.
11. Advertisements should take care to avoid stereotyping which could be demeaning or offensive to certain sectors of the audience; for example, stereotyping in relation to race, religion, gender, age and those with disabilities.
12. Advertisements should be clearly distinguishable from programmes.
13. Advertisements should not be made to look like programmes. For example, advertisements should not simulate a television news presentation in a manner that makes it difficult for viewers to distinguish it from a real-life television news presentation.
14. On the other hand, programmes should not contain strong elements of advertising and appear like an advertorial. For example, products and services should not be blatantly highlighted within programmes such as being mentioned or endorsed repeatedly by programme presenters/commentators, or being displayed boldly and continuously in the programme.
15. News/Current Affairs/Info-Educational programmes which report on businesses, products or services, including light informational programmes that regularly feature commercial establishment or products, may highlight specific products or services as part of the programme in a balanced and factual manner.
16. Any advertisement that has the effect of indirectly publicising an unacceptable product or service should not be accepted for telecast.

GENERAL GUIDELINES

All advertisements broadcast should observe the following:

National Policies

17. a. Advertisements should not contain visuals or messages that constitute a breach of applicable laws, nor should they appear to condone any illegal activity.
- b. Advertisements should not, directly or otherwise, attempt to disrupt the harmony or stability of the country.

GENERAL PRINCIPLES

8. The general principles and guidelines drawn up in this Code will apply to both the analogue and digital television environment(s).

Media Development Authority

TV Advertising Code

- c. Any advertisement that could be seen as detrimental to Singapore's relationship with other countries should not be broadcast.

Race and Religion

- 18. a. Advertisements should not contain statements or suggestions that may offend the sensitivities of any racial or religious group, and should not in any way visually or through audio means depict any race or religion in a flippant, frivolous or inaccurate manner.
- b. Advertisements should not directly or indirectly promote the views of any race or religion. Claims to the effect that a particular religion is the 'only' or 'true' faith are not acceptable.
- c. Advertisements should not make use of the beliefs or practices of any religion to sell products or services.
- d. Advertisements by any religious group should not be allowed.
- e. Advertisements aimed at promoting or propagating any religious cause or event are not allowed.
- f. Advertisements for religious products and services are not acceptable.

Moral Standards/Social Behaviour

- 19. a. Advertisements should not promote, justify or glamourise lifestyles and behaviours such as homosexuality, promiscuity, juvenile delinquency and drug abuse. Advertisements should also not portray these lifestyles or behaviours as normal or mainstream.
- b. Advertisements containing sexual innuendoes and sexually suggestive scenes (i.e. dialogue and visuals suggestive of sex), should not be broadcast.
- c. Advertisements should not feature skimpily clad men and women, for example, wearing G-strings.
- d. Advertisements should not undermine the importance of the family as the basic unit of society. In this respect, any references to lifestyles that undermine family life and values, such as cohabitation, should not be condoned or presented in a positive light.
- e. Advertisements that feature or make references to condoms and other forms of contraception are not allowed for broadcast as TV reaches all audiences, including children.
- f. Advertisements for all tobacco products and advertisements that make references to smoking should not be telecast unless they are public service messages by the relevant government agencies. Brand names of tobacco companies in association with other products are not allowed in advertisements unless prior approval is sought from the relevant government authorities. Please see Section 38 on Legislation Affecting Advertising.
- g. Advertisements that promote gambling should not be broadcast. However public service messages on or related to gambling can be allowed.

Children and Advertising

- 20. For the purpose of this Code, children are defined as those aged 14 years and below. The guidelines take into account the fact that children's ability to distinguish between fact and fantasy will vary according to their age, and that children in general tend to be imitative by nature.
 - a. Advertisements should not promote unwholesome values and behaviour to children, for example, delinquent behaviour and disrespect to parents and elders.
 - b. Advertisements primarily targeted at children, or placed in programmes likely to be seen by children, should not contain any visuals, effects or words that might result in harm to them morally or psychologically.
 - c. Advertisements that feature children should be carefully considered from the point of view of safety of children and should not show them doing acts which might endanger themselves or others.

Use of Language

- 21. a. All advertisements should maintain a good standard of language. For example, Singlish and ungrammatical English should not be used.
- b. Advertisements containing dialect are not to be broadcast, unless approved by the Authority. However, commonly used dialect terms such as 'Bak Kut Teh' or 'Siew Mai' may still be used as the Mandarin equivalent may not be easily understood.
- c. Advertisements should not use vulgar or crude language in their presentation.

Claims & Comparisons

- 22. a. Advertisements should not contain claims or comparisons that are misleading or highly exaggerated.
- b. All claims and comparisons must be capable of substantiation.
- c. Comparisons with other products/services are acceptable provided they are based on fact, use similar basis of comparison.
- 23. Advertisements that may lead to the employment of money in products and services where the returns are not guaranteed should indicate the potential risks involved by way of a disclaimer.

Use of Public Figures

- 24. Footages, or caricatures, of public figures should not be used in a manner that may be denigrating to them.

Media Development Authority TV Advertising Code

Advertisements of TV Programmes, Movies and Arts Theatrical Performances

25. a. Advertisements (including paid advertisements and in-house trailers) of cinematic movies, telemovies, TV programmes and arts/ theatrical performances should not contain excessively violent scenes such as close-up shots of infliction of injury and bloody wounds; gory or horrifying scenes; and titillating or sexually exploitative scenes. Vulgar language should also not be featured.
- b. On Free-To-Air television, advertisements for content rated M18 such as cinematic movies and DVDs may only be telecast between 10pm and 6am and should be suitably edited according to the appropriate programme guidelines. Advertisements for all content (i.e. TV programmes, cinematic movies and DVDs) rated PG13, NC16 and M18 should highlight their classification in the visuals. Advertisements for content rated PG13 and above should not be aired during timeslots for children's programmes.
- c. On Subscription Television, advertisements for content rated PG13, NC16 and M18 should be suitably edited according to the appropriate programme guidelines, highlight their classification in the visuals and not be aired on channels targeted at children.
- d. Advertisements for cinematic movies rated R21 (Restricted 21) and arts/ theatrical performances rated R18 (Restricted 18) should not be broadcast.

Advertisements Resembling News

26. a. Expressions such as 'News Flash' are reserved for important news and public service announcements. Their use in advertisements and programme promotions is not acceptable.
- b. A long form advertisement that publicises an event or a public function can be mistaken for a news item. It should be identified as an advertisement at the beginning and at the end. If scheduled after a news bulletin, there should be clear separation between the two.

Political Advertising

27. No advertisement may be inserted by or on behalf of any body whose objectives are wholly or mainly of a political nature and no advertisement may be directed towards any political end.

Advertisements for Contests & Premium Charge Telephone Services

28. If advertisements, which invite viewers to use a premium charge telephone service (including SMS) to download content into their handphones, register an opinion, obtain a free trial or take part in a competition or lucky draw, are scheduled in time belts or programmes that primarily target children, information on the cost of the call and charging mechanisms must be presented in a form which children can understand. The advertisements must also make it clear to children that they must get their parents' permission and enlist their parents' help to sign up for such services.

Fortune Telling and Superstitious Beliefs

29. a. Advertisements which promote directly or indirectly fortunetelling, geomancy, occult practices and other superstitious beliefs should not be telecast.
- b. Advertisements for products and services related to fortunetelling, geomancy and the propagation of other superstitious beliefs should not be telecast.
- c. Advertisements must not, without justifiable reason, play on fear and superstition.

Death-related Services

30. Advertisements for death-related and undertaker services may only be telecast between 11pm and 6am provided they meet the following criterion:
 - i. The treatment of these advertisements is subtle, tasteful, and does not offend viewers or has explicit references to morbid details.
 - ii. The advertisements are not aired during festive seasons and public holidays.
 - iii. The advertisements for death-related services offered by religiously affiliated organisations, such as Christian columbariums, should avoid religious overtones, e.g. by using imagery and music with religious connotations. This is to ensure that the broadcast media remains secular.
 - iv. The advertisements are not aired too frequently. They should be spaced apart and not concentrated in a single time block.
 - v. The advertisements should be targeted at an appropriate audience.

Chatline and Dating services

31. Advertisements for chatline and non-accredited dating services are not to be telecast.

Dubious Establishments & Services

32. Advertisements promoting establishments or services of dubious propriety which are subsequently found to be fronts for socially harmful, undesirable or illegal activities should not be accepted.

Subliminal Advertising

33. No advertisement may include any technical device that, by using images of very brief duration or by any other means, exploits the possibility of conveying a message to, or otherwise influencing the minds of, members of an audience without their being aware, or fully aware, of what has been done.

Advertising Time Limit

34. Unless otherwise approved by the Authority, the limits for advertisements and trailers in each and every clock hour (which would include in-house programme publicity trailers, station identifications and programme schedules) should not be more than 14 minutes in each clock hour for free-to-air and subscription television services with scheduled programming.

Media Development Authority TV Advertising Code

Interactive/Enhanced Advertising

35. For digital transmission which covers interactive advertising, the advertising limits stated in Clause 34 need not be applied to programmes where it is clear to viewers that a particular choice they make will lead them to an advertisement/commercial environment. Viewers should be able to distinguish easily between interactive options that lead to advertising and those that lead to additional programme information.

Scheduling of Advertisements and Trailers

36. Broadcasters should exercise discretion when scheduling advertisements so as to ensure their appropriateness to the target audience and to take into account racial, religious, cultural and social sensitivities that prevail in Singapore society as well as when there is likely to be a large audience of young viewers. For example, liquor advertisements should not be placed within/alongside Malay programmes or Children's/Teen programmes, and movie trailers with scenes of horror, violence or adult themes should not be placed at times when children can reasonably be expected to be watching.

Noise and Stridency

37. Broadcasters should ensure that the telecast of advertisements is not excessively noisy or strident. The audio level of advertisements must not be higher than that of programmes.

Legislation Affecting Television Advertising

38. Broadcasters should exercise due care to ensure that their advertisements do not contravene or in any way violate any applicable laws, regulations, codes or guidelines of any kind including but not limited to the following:
- Medicines Act (Cap 176)
 - Medicines (Medical Advertisements) Regulations
 - Smoking (Control of Advertisements and Sale of Tobacco) Act (Cap 309)
 - Common Gaming Houses Act (Cap 49)
 - Betting Act (Cap 21)
 - National Emblems (Control of Display) Act (Cap 196)
 - Banking Act (Cap 19)
 - Finance Companies Act (Cap 108)
 - Securities and Futures Act (Cap 289)
 - Insurance Act (Cap 142)
 - Casino Control Act (Cap 33A)
 - Casino Control (Advertising) Regulations 2010

Infomercials

39. The following guidelines outlined apply to channels and not programming genre belts:
- Infomercials up to 3 minutes in duration can be telecast in commercial breaks before, after or within programmes. However, their duration together with other spot commercials or advertisements should not exceed the advertising time limits per clock hour as stipulated in Clause 34.
 - Infomercials are not to be aired before, after or during children's programmes.
 - Infomercials above three minutes in duration should be telecast as a recognisable programme or blocks of programmes.
 - Each channel can telecast up to a maximum duration of four hours of Infomercial blocks per day, of which one half-hour infomercial block can be scheduled between 10pm and 12 midnight. For channels transmitting more than 18 hours per day, another half-hour infomercial block can be scheduled between 6am and 7pm and the remaining three hours of infomercial blocks can be scheduled between 12 midnight and 6am. For channels transmitting less than 18 hours per day, the remaining 3.5 hours of infomercial blocks can only be telecast before or after the day's transmission.
 - Infomercial blocks are not allowed to be broadcast between 7pm and 10pm on all channels as these are primetime hours.
 - Infomercial blocks or programmes are to be visually identifiable at the beginning of each block and after each commercial break (if any) so that viewers are aware of their commercial nature. This should be in the form of a graphic inserted at the beginning of the Infomercial, and if there are commercial breaks, superimposed during the Infomercial in the top corner of the screen after each commercial break. The graphic should inform viewers that the programme is an Infomercial or Paid Presentation. Programme listings and guides also need to clearly identify such Infomercial blocks or Programmes.

Sponsorship of Programmes

40. Please refer to MDA's Television Programme Sponsorship Code for Sponsorship of Programmes. (<http://www.mda.gov.sg/Policies/PoliciesandContentGuidelines/TV/Pages/FreetoAirTV.aspx>)

IMPLEMENTATION OF THE TV ADVERTISING CODE

41. This Code takes effect as from 18 January 2012 and replaces the TV Advertising Code that was issued on 28 February 2011. MDA may from time to time revise or update the Code to maintain currency. Broadcasters are encouraged to operationalise this Code to facilitate its implementation.

*MEDIA*CORP

ENGAGE · ENTERTAIN · ENRICH

MediaCorp Advertising Enquiries
(+65) 6333 9888
mae@mediacorp.com.sg