



RATE CARD NO. 1B

(EFFECTIVE FROM 11 NOVEMBER 2008)



Television Broadcasts Limited
電視廣播有限公司

TVB Sales Department

19/F. Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong
Tel: (852) 2805 7128

PRE-EMPTION STRUCTURE

PRE-EMPTIONS IN GENERAL

A special programme pre-empts a sponsored programme. A sponsored programme pre-empts a regular spot. A regular spot of a higher rate level pre-empts another regular spot of a lower rate level. A longer duration spot pre-empts a shorter duration spot of the same product category if the latter is less than 30 seconds.

1. PRE-EMPTION BY SPOT

A regular spot of a higher rate level pre-empts a regular spot of a lower rate level in the order of: F2, F1, FB & RB.

A. **Fixed-Two Rate (Code F2)**

Subject to availability, fixed position spots may be bought at the F2 rate.

B. **Fixed-One Rate (Code F1)**

Subject to availability, fixed position spots may be bought at the F1 rate. These F1 spots are subject to pre-emption by another advertiser buying at the F2 rate up to SEVEN* (7) days before the date of transmission.

C. **Fixed-Basic Rate (Code FB)**

Subject to availability, fixed position spots may be bought at the FB rate. These FB spots are subject to pre-emption by another advertiser buying at the F2 or F1 rate up to SEVEN* (7) days before the date of transmission.

D. **Rotational Basic Rate (Code RB)**

Subject to availability, rotational spots may be bought at the RB rate. These RB spots are subject to pre-emption by another advertiser buying at the FB, F1 or F2 rate up to SEVEN* (7) days before the date of transmission.

Under normal circumstances, spot pre-empted may either be rescheduled to a different date or time, or converted to another Booking or cancelled at the advertiser's discretion. Subject to airtime availability, TVB will offer the advertiser an alternative to the pre-empted spot. The advertiser concerned should notify TVB in writing within FOUR* (4) days from the date of TVB's offer if it does not accept the alternative or if it wishes to cancel the spot. Failing this, the advertiser will be deemed to have accepted TVB's offer of the alternative to the pre-empted spot.

* including Sundays and Public Holidays.

2. PRE-EMPTION BY PROGRAMMES

A sponsored programme that is pre-empted by a special programme or a regular spot pre-empted by a special or sponsored programme, will be rescheduled. Notice of such pre-emption may be given at any time and normally, not more than TWO (2) weeks.

VOLUME REBATE

An advertiser will be entitled to the following volume rebate percentage based on the aggregate of its advertising expenditure* from 1 January to 31 December within one year.

Expenditure on TVB Lifestyle, TVB Entertainment News, TVBM, TVB Kids, TVB Drama, TVB Classic and TVBN2 shall be combined for the purpose of volume rebate calculation.

Expenditure (HK\$)			Rebate
\$25,000	-	\$42,500	2.5%
\$42,501	-	\$72,300	5.0%
\$72,301	-	\$122,900	7.5%
\$122,901	-	\$208,800	10.0%
\$208,801	-	\$355,000	12.5%
\$355,001	-	\$603,500	15.0%
\$603,501	-	\$1,025,900	17.5%
\$1,025,901 or above			20.0%

* The advertising expenditure is calculated by reference to the rates of the prevailing rate card for regular announcement spots or any other special rates published by TVB as the case may be. Expenditure on packages and/or package sponsorship will not be qualified for volume rebates, unless otherwise stipulated in the packages or package sponsorship rate cards.

TIME CLASS TABLE

Monday To Sunday							
Channel (Code) Daypart	TVB Lifestyle (H)	TVB Entertainment News (G)	TVBM (M)	TVB Kids (Q)	TVB Drama (D)	TVB Classic (E)	TVBN2 (T)
0600-1845	2						
1855-2455	3						
2505-2950	1						
							24:00
							*

* There is no commercial break between 2400 to 2959 on TVBN2

TIME CLASS 3 (H3, G3, M3, Q3, D3, E3 & T3)

DAYPART: 18:55 - 24:55 (Prime Time)

Spot Announcement Rates (in \$HK)

DURATION	RB	FB	F1	F2
120 Sec.....	\$1,920	\$2,880	\$3,320	\$4,320
115 Sec.....	\$1,840	\$2,760	\$3,180	\$4,140
110 Sec.....	\$1,760	\$2,640	\$3,040	\$3,960
105 Sec.....	\$1,680	\$2,520	\$2,910	\$3,780
100 Sec.....	\$1,600	\$2,400	\$2,770	\$3,600
95 Sec.....	\$1,520	\$2,280	\$2,630	\$3,420
90 Sec.....	\$1,440	\$2,160	\$2,490	\$3,240
85 Sec.....	\$1,360	\$2,040	\$2,350	\$3,060
80 Sec.....	\$1,280	\$1,920	\$2,210	\$2,880
75 Sec.....	\$1,200	\$1,800	\$2,080	\$2,700
70 Sec.....	\$1,120	\$1,680	\$1,940	\$2,520
65 Sec.....	\$1,040	\$1,560	\$1,800	\$2,340
60 Sec.....	\$960	\$1,440	\$1,660	\$2,160
55 Sec.....	\$880	\$1,320	\$1,520	\$1,980
50 Sec.....	\$800	\$1,200	\$1,380	\$1,800
45 Sec.....	\$720	\$1,080	\$1,250	\$1,620
40 Sec.....	\$640	\$960	\$1,110	\$1,440
35 Sec.....	\$560	\$840	\$970	\$1,260
30 Sec.....	\$480	\$720	\$830	\$1,080
25 Sec.....	\$400	\$600	\$690	\$900
20 Sec.....	\$320	\$480	\$550	\$720
15 Sec.....	\$240	\$360	\$420	\$540
10 Sec.....	\$160	\$240	\$280	\$360
5 Sec.....	\$80	\$120	\$140	\$180

TIME CLASS 2 (H2, G2, M2, Q2, D2, E2 & T2)

DAYPART: 06:00 - 18:45 (Fringe Time)

Spot Announcement Rates (in \$HK)

DURATION	RB	FB	F1	F2
120 Sec.....	\$1,440	\$2,160	\$2,480	\$3,240
115 sec	\$1,380	\$2,070	\$2,380	\$3,110
110 Sec.....	\$1,320	\$1,980	\$2,270	\$2,970
105 Sec.....	\$1,260	\$1,890	\$2,170	\$2,840
100 Sec.....	\$1,200	\$1,800	\$2,070	\$2,700
95 Sec.....	\$1,140	\$1,710	\$1,960	\$2,570
90 Sec.....	\$1,080	\$1,620	\$1,860	\$2,430
85 Sec.....	\$1,020	\$1,530	\$1,760	\$2,300
80 Sec.....	\$960	\$1,440	\$1,650	\$2,160
75 Sec.....	\$900	\$1,350	\$1,550	\$2,030
70 Sec.....	\$840	\$1,260	\$1,450	\$1,890
65 Sec	\$780	\$1,170	\$1,340	\$1,760
60 Sec.....	\$720	\$1,080	\$1,240	\$1,620
55 Sec	\$660	\$990	\$1,140	\$1,490
50 Sec.....	\$600	\$900	\$1,030	\$1,350
45 Sec.....	\$540	\$810	\$930	\$1,220
40 Sec.....	\$480	\$720	\$830	\$1,080
35 Sec.....	\$420	\$630	\$720	\$950
30 Sec	\$360	\$540	\$620	\$810
25 Sec.....	\$300	\$450	\$520	\$680
20 Sec.....	\$240	\$360	\$410	\$540
15 Sec.....	\$180	\$270	\$310	\$410
10 Sec.....	\$120	\$180	\$210	\$270
5 Sec	\$60	\$90	\$100	\$140

TIME CLASS 1 (H1, G1, M1, Q1, D1 & E1)

DAYPART: 25:05 - 29:50 (Fringe Time)

Spot Announcement Rates (in \$HK)

DURATION	RB	FB	F1	F2
120 Sec.....	\$960	\$1,440	\$1,640	\$2,160
115 Sec.....	\$920	\$1,380	\$1,570	\$2,070
110 Sec.....	\$880	\$1,320	\$1,500	\$1,980
105 Sec.....	\$840	\$1,260	\$1,440	\$1,890
100 Sec.....	\$800	\$1,200	\$1,370	\$1,800
95 Sec.....	\$760	\$1,140	\$1,300	\$1,710
90 Sec.....	\$720	\$1,080	\$1,230	\$1,620
85 Sec.....	\$680	\$1,020	\$1,160	\$1,530
80 Sec.....	\$640	\$960	\$1,090	\$1,440
75 Sec.....	\$600	\$900	\$1,030	\$1,350
70 Sec.....	\$560	\$840	\$960	\$1,260
65 Sec.....	\$520	\$780	\$890	\$1,170
60 Sec.....	\$480	\$720	\$820	\$1,080
55 Sec.....	\$440	\$660	\$750	\$990
50 Sec.....	\$400	\$600	\$680	\$900
45 Sec.....	\$360	\$540	\$620	\$810
40 Sec.....	\$320	\$480	\$550	\$720
35 Sec.....	\$280	\$420	\$480	\$630
30 Sec.....	\$240	\$360	\$410	\$540
25 Sec.....	\$200	\$300	\$340	\$450
20 Sec.....	\$160	\$240	\$270	\$360
15 Sec.....	\$120	\$180	\$210	\$270
10 Sec.....	\$80	\$120	\$140	\$180
5 Sec.....	\$40	\$60	\$70	\$90

GENERAL TERMS AND CONDITIONS

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

1. DEFINITIONS

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

“Advertiser” means a person, firm or company which has placed Booking(s) with TVB or has authorised its “Advertising Agent” to place Booking(s) with TVB. The term shall also mean and include the Advertiser’s successors in title and assignee. Advertiser, together with its “Advertising Agent” , are jointly and severally responsible for all payments due to TVB.

“Advertising Agent” means a person, firm or company who has placed Booking(s) with TVB on behalf of an Advertiser and who agrees to be bound jointly and severally together with the Advertiser for all sums due to TVB under these Conditions, in consideration of the allowance of the Advertising Agent discount referred to in Condition 13 (c), and who is authorised by the Advertiser to act on the Advertiser’s behalf in the placement of Bookings with TVB. An Advertising Agent appointed by the Advertiser shall be deemed to have full authority to act on all matters connected with the placing and changing of Bookings and the approval or amendment of Material. Notwithstanding the foregoing, TVB reserves the right to accept or reject the Advertising Agent appointed by the Advertiser at its complete discretion.

“Booking” means any request, agreement, purchase order or contract for the purchase of airtime, facilities or other service made by the Advertiser and/or Advertising Agent with TVB subject to these Conditions.

“Codes of Practice” means the Generic Codes of Practice on (a) Television Advertising Standards; (b) Television Programme Standards;(c) Television Technical Standards and (d) any other standards, directions and regulations, issued and amended by the Broadcasting Authority of Hong Kong from time to time.

“Conditions” means the General Terms and Conditions contained herein and as amended from time to time.

“Material” means any material including but not limited to programmes, products, services, copy, talent, scripts, films, slides, video-tapes or discs, recordings and music for any commercial announcements used to promote the Advertiser’s or Sponsor’s Product.

“Pre-emption Structure” means the system whereby airtime purchase for any particular time and at any specified rate may be pre-empted in the manner described at the front of the Rate Card in which the Conditions are contained and such system of pre-emption shall be deemed to have been incorporated in the Conditions.

“Product” means the goods, services or whatever the Advertiser wishes to promote.

“Programme” means a film, show or the like during or between the transmission of which the Advertiser’s Product will be the subject of commercial announcements.

“Rates” means the rate of charges determined by TVB from time to time as applicable to any Booking.

“Rate Card” means the prevailing rate card published by TVB containing details of the Pre-emption Structure, volume rebate, the spot rates for TVB Lifestyle, TVB Entertainment News, TVBM, TVB Kids, TVB Drama, TVB Classic and TVBN2, the Conditions and such other terms and conditions as governed by the terms of business of TVB.

“Sponsor” means an Advertiser who, alone or jointly with other person(s), contracts with TVB for the transmission of a Programme whether owned by TVB, the Sponsor or by some other person.

“TVB” means Television Broadcasts Limited, the owner of eight television channels known as TVB Lifestyle, TVB Entertainment News, TVBM, TVB Kids, TVB Drama, TVB Classic and TVBN2 which are currently licensed to TVB PAY VISION Limited (“PAY VISION”) for inclusion in PAY VISION’s domestic pay television programme service in Hong Kong.

2. COMPLIANCE

The Advertiser and the Advertising Agent acknowledge that TVB is obliged to comply with the Broadcasting Ordinance and its related Regulations, and the Codes of Practice as amended from time to time in relation to the supply of TVB Lifestyle, TVB Entertainment News, TVBM, TVB Kids, TVB Drama, TVB Classic TVBN2 for transmission on PAY VISION’s pay service. In the event that TVB determines, whose judgment shall be final and absolute, that the continued performance of its contractual obligations to the Advertiser and/or the Advertising Agent may infringe or be in breach of the aforesaid law, regulations and Codes of Practice, or would place TVB in a prejudicial position, TVB shall have the right to terminate the whole or such part of the Booking as remains outstanding with the Advertiser and the Advertising Agent. The Advertiser and the Advertising Agent shall not have any claim in any nature whatsoever against TVB for such termination and shall be liable for payment of any sum due or accrued due by the Advertiser or the Advertising Agent to TVB for any transmission made or facility or service supplied up to the time of termination.

3. PROGRAMME SPONSORSHIP

Quotations and the terms and conditions for Programme sponsorship on TVB Lifestyle, TVB Entertainment News, TVBM, TVB Kids, TVB Drama, TVB Classic and TVBN2 are available upon request.

- (a) SPONSORED PROGRAMMES: TVB-owned Programmes are made available for sponsorship only on the basis of a minimum number of sessions which may differ according to Programmes. Sponsor-owned Programmes are acceptable subject to a minimum number of sessions and other conditions mutually agreed upon. A facility charge must be paid by the Advertiser and/or the Advertising Agent for the transmission of a Sponsor-owned Programme.
- (b) COMMERCIAL ANNOUNCEMENTS TRANSMIT WITHIN SPONSORED PROGRAMMES are placed immediately before the opening, inside and immediately after the closing of the Programme. TVB will determine solely the placing of commercial announcements.
- (c) OPENING AND CLOSING ANNOUNCEMENTS are limited to no more than five (5) seconds of audio and video, but do not incur any additional charge if they are restricted to identification of either the name of the Sponsor's Product or company.

4. CHANGES IN RATES OR CONDITIONS

- (a) TVB reserves the right to change the standard Rates or Conditions at any time, but will give THREE (3) months written notice to Advertisers who have a booking in force at the time. The Rates payable and the Conditions applicable shall be those in force at the time of transmission, but the Advertiser concerned shall be entitled to cancel any Booking outstanding to which the changed Rate or Conditions would otherwise be applicable by serving written notice to TVB within thirty days upon receiving notice of such change.
- (b) TVB reserves the right to announce special charges and conditions which shall pre-empt all normal Rates and Conditions from time to time for particular Programmes. Whilst TVB will give as much notice as possible to Advertisers who have a Booking in force at the time, TVB shall be under no duty to give notice. The Advertisers concerned may, subject to availability, select other times or Programmes in the same rate class.

5. MATERIAL STANDARDS

All Materials provided by the Advertiser or the Advertising Agent to TVB for transmission must comply with :

- (a) the laws of Hong Kong
- (b) the Codes of Practice
- (c) any Broadcasting Authority's directions, and other conditions controlling or regulating television advertising and programming.

The Advertiser and the Advertising Agent acknowledge that the Broadcasting Authority is the statutory body vested with the authority to make a final determination of whether the Material supplied has violated any of the above-mentioned rules. TVB is, therefore, not in a position to give any conclusive advice to the suitability of the Material supplied for transmission. TVB shall not incur

any liability to the Advertiser or its Advertising Agent who shall have no claim whatsoever for damages or otherwise in respect of any advice sought from or given by TVB.

6. ACCEPTABILITY OF MATERIAL

- (a) Once Bookings are made, it is the responsibility of the Advertiser and/or the Advertising Agent to supply Materials that is acceptable to TVB and complies with Conditions 5 and 7. TVB reserves the right, at its absolute discretion and without incurring any liability, to decline to accept or transmit any Material and TVB shall not be obliged to give any reason for so declining. If the Advertiser and its Advertising Agent fail to provide TVB with Material that is acceptable to TVB within the deadline set herein, the Advertiser and its Advertising Agent shall remain fully liable for their obligations under the Booking and shall pay TVB in full for the charges applicable to the Booking, whether or not any Material is in fact transmitted.
- (b) If a Material is accepted by TVB for transmission and subsequently ruled unacceptable by the Broadcasting Authority or TVB determines otherwise due to other circumstances or evidence arising which may affect TVB's original acceptance of the Material, TVB shall immediately cease to transmit the Material and the Advertiser shall have no claim whatsoever for damages or otherwise in respect of such original acceptance or non-transmission of the Material. The Advertiser and/or its Advertising Agent shall remain liable to TVB for the payment of advertisements televised and the remaining spots booked with TVB. It is the duty of the Advertiser and/or its Advertising Agent to supply TVB with other Material (either new or amended version which shall similarly be subject to the Conditions hereof) for transmission of the remaining spots in the Booking.
- (c) TVB reserves the right, at its absolute discretion, to do any act or thing in respect of the transmission of any advertisement or part thereof (including the fading, editing or cutting thereof) which is found to contain unsuitable material and TVB shall not thereby incur any liability for the transmission of any such advertisement or part thereof, but the Advertiser and/or the Advertising Agent shall remain liable to TVB for the payment of such advertisements.
- (d) TVB reserves the right to determine and restrict any contiguous transmission or repeat transmissions of the same or substantially the same advertisement.

7. ADVERTISING MATERIAL AND DEADLINES

- (a) A Material instruction schedule covering all scheduled transmission time must be supplied to TVB in writing for every Booking and it must contain the following information: date and time of the scheduled spot(s), name of Product, duration and type of Material, reference or code name of Material. The deadline for submission of Material instruction schedule is

FIVE (5) working days before the scheduled date of transmission. If such written Material instruction schedule is not provided or if the Material instruction schedule is provided partially or wholly by oral means, or if the written/oral Material instruction is in any way incomplete or unclear, the Advertiser accepts that TVB shall exercise its discretion where necessary in the determination of Material instruction under the Booking without incurring any liability whatsoever to the Advertiser. The Advertiser and/or the Advertising Agent shall remain fully liable for the payment of the full amount under the Booking.

- (b) Each item of Material shall be sent to TVB in a separate container, labelled with the following information: identification number, name of Advertiser/ Advertising Agent/ Sponsor, name of Product, duration and type of Material.
- (c) Deadline for Material submission is TWO (2) days (excluding holidays and weekends) prior to scheduled transmission if the audio script and storyboard of the Material has previously been accepted by TVB in principle. TVB may, at its complete discretion, accept the delivery of Material where no acceptance in principle is given but is delivered to TVB FOUR (4) days (excluding holidays and weekends) prior to scheduled transmission. The acceptance in principle given by TVB to the audio script and storyboard shall not be regarded as a guarantee of the acceptability of the Material to TVB.

Subject to agreement by TVB, Advertiser may choose to deliver its Material to TVB later than the deadline indicated above. A facility charge shall be imposed for such late delivery.

- (d) Whenever a specific length of transmission other than announcement spots is booked, it shall be the duty of the Advertiser and/or the Advertising Agent to provide Material that will run for the transmission length as specified. If the Advertiser and/or the Advertising Agent fail to provide such Material, TVB shall be entitled, but shall be under no duty, to use any remaining time and the Advertiser and/or the Advertising Agent shall remain liable to pay the full amount under the Booking. Where the Advertiser and/or the Advertising Agent supplies Material which exceeds the transmission length, TVB shall transmit such part of it that will complete the transmission length without exceeding the same and without incurring any liability whatsoever to the Advertiser.
- (e) In respect of announcement spots, unless Material is supplied by the Advertiser or the Advertising Agent which exactly covers the time agreed for the announcement spots, TVB may run any part of such announcement spots or any other Material it may have available for the Advertiser's Product(s) during the announcement spots as it sees fit without incurring any liability whatsoever to the Advertiser. The Advertiser and/or the Advertising Agent shall remain liable to TVB for the fees payable under such Booking.
- (f) Each of the Advertiser and the Advertising Agent licenses and consents to and agrees to procure all necessary licences and consents from the copyright owners of the contents in the Material for TVB to record, duplicate and copy the Material and all other related materials submitted to TVB, for the conduct of TVB's business and to retain in perpetuity such materials and copies thereof for the purposes of internal reference, research and other non-commercial uses.

8. WARRANTIES AND INDEMNITIES

Each of the Advertiser and the Advertising Agent warrants that :

- (a) it will be responsible for obtaining and paying for all necessary licences and consents to the transmission of any advertising or copyright material contained or the appearance of any person in the Material supplied by it or its Advertising Agent;
- (b) no advertisement copy or Material will breach the Codes of Practice, the copyright or other rights of, or be defamatory to any third party;
- (c) it will indemnify and keep TVB indemnified against all actions, proceedings, costs (including legal costs on a full indemnity basis), damages, expenses, penalty claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use, recording or transmission of any advertisement copy, Material or matter supplied by or transmitted for the Advertiser or the Advertising Agent, including all costs incurred in obtaining advice on and dealing with threatened claims or proceedings whether or not actually brought or instituted.

Each of the Advertiser and the Advertising Agent will also indemnify and keep TVB indemnified against all claims made by PAY VISION in respect of all penalties imposed by the Broadcasting Authority on PAY VISION for any breach of Condition 5 arising from the transmission of Material supplied by or transmitted for the Advertiser or its Advertising Agent.

9. CANCELLATION OF TRANSMISSIONS

- (a) TVB reserves the right to cancel any scheduled transmission of Programme or spots or portion thereof without any prior notice. The cancellation of any one or more Programmes or spots shall not invalidate the entire Booking or shall not entitle the Advertiser to any claims for loss or damage in respect thereof other than compensation as mentioned below.
- (b) Any cancellation by TVB under paragraph 9(a) above will, at the option of TVB, be compensated for either by the granting of additional spots of a like value, or by an extension of any Booking at no extra charge to the Advertiser, or by the deduction of a prorated value of the spots sponsorship Programmes cancelled, from the amount otherwise due to TVB.

10. VARIATIONS FROM TRANSMISSION SCHEDULE

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

11. INTERRUPTION OF TRANSMISSION

- (a) TVB gives no warranty that it will be able to transmit as contemplated by the Booking. In the event of the failure of the transmission facilities for whatsoever reason, including but not limited to electrical and mechanical failures, the provisions of paragraph 11(b) hereof shall apply.
- (b) In the case of any transmission being interrupted pursuant to paragraph 11(a) above, TVB will in respect of spots and/or Programmes and Material so interrupted, transmit the same as soon as possible thereafter, at a time next best available to be decided by TVB. The Advertiser will accept and pay for such alternative transmission as if the same had been transmitted at the time stated in the Booking.

12. PRE-EMPTION

All Bookings are subject to pre-emption according to the Pre-emption Structure and the Advertiser and the Advertising Agent accept the transmission determined by the Pre-emption Structure as recorded by TVB is final and binding on them.

13. PAYMENT OF ACCOUNTS

- (a) The Advertiser and the Advertising Agent jointly and severally undertake to pay all rates and charges due to TVB for the Booking at least TEN (10) days before transmission unless credit facility is granted by TVB to the Advertiser or the Advertising Agent. If credit facility is granted, payment for all rates and charges shall be made on or before the TENTH (10th) day of the month following the presentation of monthly bills by TVB.
- (b) In default of payment on the due date, TVB shall be entitled, without prejudice to any other remedy available to it, to refuse to transmit any advertisements for that Advertiser and/or Advertising Agent.
- (c) An Advertising Agent's discount of 15% will be allowed for TVB charges related to Bookings placed by the Advertising Agent on behalf of the Advertiser.
- (d) Interest Charges: TVB reserves the right to impose on the Advertiser and/or the Advertising Agent an interest charge of 1.5% per month on overdue accounts.

14. LIMITATION OF PRODUCTS

TVB shall not be required to transmit Material for any other Product other than the ones named in the Booking.

15. RECORD OF TRANSMISSIONS

TVB will keep a log of the date and time and Material of all transmission made by it. In the case of dispute, the details recorded in this log shall be conclusive and binding on the parties unless some manifest error shall appear therein.

16. VOLUME REBATES AND SURCHARGES

Subject to acceptance by TVB, Advertiser may choose one of the Volume Rebate percentages in the applicable Rate Card and requests TVB to bill its Booking at this Volume Rebate percentage in a particular calendar year (January 1 to December 31) provided that the Advertiser undertakes that its expenditure during that calendar year will fall within the thresholds of the applicable Volume Rebate which it chooses. Advertiser who wishes to select this method of Volume Rebate qualification must notify TVB in writing ONE (1) month before the commencement of that particular calendar year. If at the expiry of that particular year, the Advertiser's actual expenditure qualifies it for a greater or lesser Volume Rebate level than that initially elected by it, then the Advertiser shall be further rebated or surcharged as appropriate according to the applicable Rate Card.

17. CANCELLATION AND RESCHEDULING

- (a) Cancellation: Bookings once made cannot be cancelled.
- (b) Rescheduling: Except through pre-emption, the transmission date specified in any Booking may not be modified unless TVB agrees, and unless a minimum of FOUR (4) weeks' prior written notice is received by TVB from the Advertiser or the Advertising Agent and such notice is accompanied by a new transmission schedule acceptable to TVB. Should less than FOUR (4) weeks notice be given, any such change, if accepted by TVB, will be subject to a surcharge. In any event, no change will be accepted which would reduce the overall monetary value of the Booking in force and the rates applicable at the time of transmission will be applied to the revised schedule.

18. REGRADING

An Advertiser may, upon TVB's agreement, re-grade any spot to a higher rate class, subject to the minimum notification period stipulated under the Pre-emption Structure where pre-emption of another spot is necessary. Any re-grading of spot to a lower rate class is not permitted.

19. TERMINATION BY TVB

Notwithstanding anything hereinbefore contained, TVB may, at any time forthwith, terminate the Booking by notice in writing to the Advertiser or its Advertising Agent in the event that:

- (a) TVB cease to own or operate TVB Lifestyle, TVB Entertainment News, TVBM, TVB Kids, TVB Drama, TVB Classic and/or TVBN2 to which the Booking is related; or
- (b) the PAY VISION's domestic pay television programme service licence is being terminated, restricted, curtailed or affected by law or decree or by any determination made by the Broadcasting Authority;
- (c) the licence agreement made between TVB and Pay Vision for the channels referred to above is terminated for whatever reason and there is no other licence arrangement in place for the transmission of such channels in place of Pay Vision; or
- (d) by any means beyond the control of TVB.

Such determination shall be without prejudice to the liability of the Advertiser and the Advertising Agent for any sum due or accrued due by the Advertiser and the Advertising Agent to TVB for any transmission made or facility or service supplied up to the time of termination.

20. SCOPE OF AGREEMENT

The Conditions govern all Bookings made by the Advertiser and the Advertising Agent which, together with the Booking, shall represent the entire agreement between the parties. No representation or statement shall be binding on TVB unless in writing and incorporated herein or in any document signed by the parties.

21. NOTICE

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

22. GOVERNING LAW

The Conditions shall be governed by the laws of Hong Kong SAR and the Advertiser and the Advertising Agent agree to submit to the exclusive jurisdiction of Hong Kong courts.

The TVB Pay Channels on TVB PAY VISION:



TVB Lifestyle (無線生活台)

Featuring the talk shows focus on the hottest topic in town and showcasing the latest trend in lifestyle on beauty, food and travel Entertainment.



TVB Classic (無線經典台)

Bringing to Hong Kongers the most memorable & well known dramas and infotainment programmes from TVB's collection of the 70s & 80s.



TVB Entertainment News (無線娛樂新聞台)

Reports entertainment news on local & international celebrities, fashion trends, movie reviews and international star-studded events.



TVBM (無線音樂台)

The first TV channel in Hong Kong dedicates to local music and featuring local singers with interactive interviews and concerts which enables fans to get close to their idols.



TVB Drama (無線劇集台)

Showcasing the latest & hottest dramas from Korea, Japan, Taiwan and other Asian countries



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