

# 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.

## I. 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 the Station or has authorised its “Advertising Agent” to place Booking(s) with the Station. The term shall also mean and include the Advertiser’s successors in title and assignee. The Advertiser, together with its “Advertising Agent”, are jointly and severally responsible for all payments due to the Station.

**“Advertising Agent”** means a person, firm or company which has placed Booking(s) with the Station on behalf of the Advertiser and who/which agrees to be bound jointly and severally together with the Advertiser for all sums due to the Station under these Conditions, in consideration of the allowance of the Advertising Agent discount referred to in Condition 13 (c), and which is authorised by the Advertiser to act on the Advertiser’s behalf in the placement of Bookings with the Station. The Advertising Agent appointed by the Advertiser shall be deemed to have full authority to act on all matters connected with the placing and changing of Bookings and the approval or amendment of Material. Notwithstanding the foregoing, the Station 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 the Advertising Agent with the Station 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 Communications Authority of Hong Kong (“Communications Authority”) from time to time.

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

**“Jade”** (Digital Channel No. 81) means the television service of the Station which principally transmits in the Chinese language via both analogue and digital signals.

**“J2”** (Digital Channel No. 82) means the television service of the Station which principally transmits in the Chinese language via digital signals.

**“TVB News”** (Digital Channel No. 83) means the television service of the Station which principally transmits news programmes in the Chinese language via digital signals.

**“Pearl”** (Digital Channel No. 84) means the television service of the Station which principally transmits in the English language via both analogue and digital signals.

**“TVB Finance & Information”** (Digital Channel No. 85) means the television service of the Station which principally transmits in the Chinese language via digital signals.

**“Material”** means any material including but not limited to programmes, products, services, copy, talent, scripts, films, slides, video-tapes, discs or computer files, data, 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 or part thereof during or between the telecasts of which the Advertiser’s Product will be the subject of commercial announcements.

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

**“Rate Card”** means the prevailing rate card published by the Station containing details of the Pre-emption Structure, Volume Rebate, the spot rates for Jade, J2, TVB News, Pearl and TVB Finance & Information Channels, the Conditions and such other terms and conditions governing the sale of airtime and sponsorships of the Station.

**“Sponsor”** means the Advertiser who, alone or jointly, contracts with the Station for the telecast of a Programme whether owned by the Station, the Sponsor or by some other person.

**“Station”** means Television Broadcasts Limited which is a licensed commercial terrestrial television broadcaster providing channels of services including Jade, J2, TVB News, Pearl and TVB Finance & Information.

## **2. COMPLIANCE:**

The Advertiser and the Advertising Agent acknowledge that the conduct of the business of the Station is governed by the Broadcasting Ordinance (Cap. 562) and its related regulations, its licence, the Codes of Practice and all applicable laws as amended from time to time and that all Bookings made by the Advertiser and/or the Advertising Agent are subject to compliance with the Station’s obligations under the aforesaid law, regulations, licence and Codes of Practices. In the event that the Station determines, whose judgement 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, licence and Codes of Practice, or would place the Station in a prejudicial position, the Station 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 the Station for such termination and shall be liable for payment of any sum due or accrued due by the Advertiser or the Advertising Agent to the Station for any telecast 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 Jade, J2, TVB News, Pearl and and TVB Finance & Information Channels are available upon request.

### **(a) SPONSORED PROGRAMMES**

Station-owned Programmes are made available for sponsorship only on the basis of a minimum number of episodes or segments which may differ according to Programmes. Sponsor-owned Programmes are acceptable subject to a minimum number of episodes or segments and other conditions mutually agreed upon. A facilities charge must be paid for the telecast of a Sponsor-owned Programme.

### **(b) COMMERCIAL ANNOUNCEMENTS TELECAST WITHIN SPONSORED PROGRAMMES**

are placed before the opening, inside and after the closing of the Programme. Insertion of advertising breaks in a Sponsored Programme is subject to the conditions mentioned in Condition 2 above. The Station will be the sole arbiter in the placing of commercial announcements.

#### **4. CHANGES IN RATES OR CONDITIONS:**

- (a) The Station reserves the right to change its standard Rates or Conditions at any time, but shall give THREE (3) months' written notice to the Advertiser who has 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 (by serving written notice to the Station within THIRTY (30) days upon receiving notice of such change) be entitled to cancel any Booking outstanding to which the changed Rate or Conditions would otherwise be applicable.
- (b) The Station reserves the right to announce special charges and conditions which shall pre-empt all normal Rates and Conditions from time to time for special Programmes. Whilst the Station will give as much notice as possible to the Advertiser who has a Booking in force at the time, the Station shall be under no duty to give such notice. The Advertiser concerned may, subject to availability, select other spots or Programmes in the same rate class.

#### **5. MATERIAL STANDARDS:**

All Material provided by the Advertiser or the Advertising Agent to the Station for telecast must comply with :-

- (a) the laws of Hong Kong ;
- (b) the Codes of Practice ;
- (c) the Broadcasting Ordinance (Cap.562) and any Ordinance and other conditions controlling or regulating television advertising.

The Advertiser and the Advertising Agent acknowledge that the Communications 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. The Station is, therefore, not in a position to give any conclusive advice to the suitability of the Material supplied for telecast. The Station shall not incur any liability to the Advertiser or the Advertising Agent who shall have no claim whatsoever for damages or otherwise in respect of any advice sought from or given by the Station.

#### **6. ACCEPTABILITY OF MATERIAL:**

- (a) Once Bookings are made it is the responsibility of the Advertiser and/or the Advertising Agent to supply Material acceptable to the Station and comply with Conditions 5 and 7. The Station reserves the right, at its absolute discretion and without incurring any liability, to decline to accept or transmit any Material and the Station shall not be obliged to give any reason for so declining. If the Advertiser and/or the Advertising Agent fail to provide the Station with Material that is acceptable to the Station within the deadline set herein, the Advertiser and the Advertising Agent shall remain fully liable for their obligations under the Bookings and shall pay the Station in full for the charges applicable to the Bookings, whether or not any Material is in fact telecast.
- (b) If any Material accepted by the Station for telecast and is subsequently ruled unacceptable by the Communications Authority or the Station determines otherwise due to other circumstances or evidence arising which may affect the Station's original acceptance of the Material, the Station shall immediately cease to telecast 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 the Advertising Agent shall remain liable to the Station for the payment of advertisements televised and the remaining spots booked with the Station. It is the duty of the Advertiser and/or the Advertising Agent to supply the Station with other Material (either new or amended version which shall similarly be subject to the Conditions hereof) for the telecast of the remaining spots in the Booking.

- (c) The Station 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 advertisement copy and the Station 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 the Station for the payment of such advertisements.
- (d) The Station reserves the right to determine and restrict any contiguous telecast or repeated transmissions of the same or substantially the same advertisement.

## **7. ADVERTISING MATERIAL AND DEADLINES:**

- (a) A Material instruction schedule covering all scheduled telecast time must be supplied by the Advertiser and/or the Advertising Agent to the Station 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 such written Material instruction schedule is five (5) working days before the scheduled date of telecast. If such written Material instruction schedule is not provided or if the material instruction schedule is provided partially or wholly by oral means, or if the written/oral material instruction is in any way incomplete or unclear, the Advertiser accepts that the Station shall exercise its discretion where necessary in the assignment of Material instruction under the Booking without incurring any liability whatsoever to the Advertiser.

The Advertiser and/or the Advertising Agent shall remain fully liable for the payment of the full amount made under the Booking.

- (b) Each item of Material shall be sent to the Station in a separate container, labelled with the following information: identification number, name of the 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 the scheduled telecast if the audio script and storyboard of the Material has previously been primarily accepted by the Station. The Station may, at its complete discretion, accept the delivery of Material where no primary acceptance is given but is delivered to the Station four (4) days (excluding holidays and weekends) prior to the scheduled telecast. The primary acceptance given by the Station to the audio script and storyboard shall not be regarded as a guarantee of the acceptability of the Material to the Station.

Subject to agreement by the Station, the Advertiser may choose to deliver its Material to the Station 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, the Station shall be entitled, but shall be under no duty, to use the remaining time and the Advertiser and/or the Advertising Agent will remain liable to pay the full amount made under the Booking. Where the Advertiser and/or the Advertising Agent supplies Material which will exceed the transmission length, the Station 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, the Station 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 still remain liable to the Station for the fees payable hereunder for such Booking.

- (f) Each of the Advertiser and the Advertising Agent acknowledges and agrees that the Material supplied by them will be used for the purposes of broadcasting in any one or more of the channels operated by the Station and the content of such channels may be transmitted or exhibited simultaneously or otherwise in whole or in part on mobile phones, any form of portable personal entertainment devices and the Station's websites. Each of the Advertiser and the Advertising Agent licenses and consents to and agrees to procure all necessary licenses and consents from the copyright owners of the contents in the Material for the Station to record, duplicate and copy the Material and all other related materials submitted to the Station, for the conduct of the Station's aforesaid purposes and to retain in perpetuity such materials and copies thereof for the purposes of internal reference, research and analysis by the Station or its authorized service providers which may provide the same to its subscribers relating to advertising performance and post buy analysis 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 licenses and consents to the transmission and exhibition of any advertising or copyright material contained or the appearance of any person in the Material supplied by it or its Advertising Agent for the purposes stated in Condition 7(f) above;
- (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) the Material submitted shall comply with all aspects with the laws of Hong Kong;
- (d) no misleading or wrongful information is contained in the Material;
- (e) it will indemnify and keep the Station indemnified against all actions, proceedings, costs (including legal costs on a full indemnity basis), damages, expenses, penalty claims, demands and liabilities arising from any breach of the above warranties or in any manner whatsoever in consequence of the use, recording or telecasting of any advertisement copy, Material or matter supplied by or transmitted for the Advertiser or the Advertising Agent, including all costs incurred in obtaining advice on and dealing with threatened claims or proceedings whether or not actually brought or instituted;
- (f) it will also indemnify and keep the Station indemnified against all penalties imposed by the Communications Authority and/or any other regulators or authorities for any breach of Condition 5 arising from the telecast of Material supplied by or transmitted for the Advertiser or the Advertising Agent. Upon request by the Station, the Advertiser and the Advertising Agent shall provide evidences to the Station in support of the accuracy and regulatory compliance of the Materials.

## **9. CANCELLATION OF TELECASTS:**

- (a) The Station reserves the right to cancel any scheduled telecast or portion thereof without any prior notice. The cancellation of any one or more Programmes or spots shall not invalidate the entire Booking and 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 the Station under Condition 9(a) above will, at the option of the Station, 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 Programme or spots cancelled, from the amount otherwise due to the Station.

## **10. VARIATIONS FROM TELECAST SCHEDULE:**

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

## **11. INTERRUPTION OF TELECASTS:**

- (a) The Station gives no warranty that it will be able to telecast as contemplated by the Booking. In the event of the failure of the telecast facilities for whatsoever reason, including but not limited to electrical and mechanical failures, the provisions of Condition 11(b) hereof shall apply.
- (b) In the case of any telecast of material and/or Programme is cancelled pursuant to Condition 11(a) above, the Station will telecast the same as soon as possible thereafter, at a time next best available to be decided by the Station. The Advertiser will accept and pay for such alternative telecasts as if the same had been telecast 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 telecast schedule determined by the Pre-emption Structure as recorded by the Station 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 the Station for the Booking at least ten (10) days before telecast unless credit facility is granted by the Station 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 the Station.
- (b) In default of payment on the due date, the Station shall be entitled, without prejudice to any other remedy available to it, to refuse to transmit any advertisements for that Advertiser and/or the Advertising Agent.
- (c) An Advertising Agent's discount of 15% of the Station charges related to spots or other airtime, Sponsorship of Station-owned or procured Programmes, and production will be given.
- (d) Interest Charges: The Station 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:**

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

## **15. RECORD OF TELECASTS:**

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

## **16. VOLUME REBATES AND SURCHARGES:**

The Advertiser who undertakes that its expenditure during 2019 will equal or exceed its expenditure during 2018 may choose to receive the same level of Volume Rebate which applied in 2018. The Advertiser who wishes to select this method of Volume Rebate qualification must notify the Station in writing one (1) month before the commencement of 2019. If at the expiry of 2019, the Advertiser's actual expenditure qualifies it for a greater or lesser Volume Rebate level than that initially allowed, then the differences in amount shall be rebated or surcharged to the Advertiser as appropriate.

## **17. CANCELLATION AND RESCHEDULING:**

- (a) Cancellation: Bookings once made cannot be cancelled.
- (b) Rescheduling: Except through pre-emption, the telecast date specified in any Booking may not be modified unless the Station agrees, and unless a minimum of four (4) weeks' prior written notice is received by the Station from the Advertiser or the Advertising Agent and such notice is accompanied by a new telecast schedule acceptable to the Station. Should less than four (4) weeks' notice be given, any such change, if accepted by the Station, 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 telecast will be applied to the revised schedule.

## **18. REGRADING:**

The Advertiser may, upon the Station'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 STATION:**

Notwithstanding anything herein before contained, the Station may, at any time forthwith, terminate the Booking by notice in writing to the Advertiser or the Advertising Agent in the event of the Station's broadcasting activities being terminated, restricted, curtailed or affected by law or decree or by any determination made by the Communications Authority or by any means beyond the control of the Station. Such determination shall be without prejudice to the liability of the Advertiser for any sum due or accrued due by the Advertiser to the Station for any telecast 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 the Station 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. LAWS:**

These Conditions and any Booking made shall be governed by and construed according to the laws of Hong Kong.

Nothing in these Conditions, express or implied, is intended to or shall confer upon any person other than the Station, the Advertiser and the Advertising Agent any right, benefit or remedy of any nature whatsoever under or by reason of these Conditions. The provision of the Contracts (Rights of Third Parties) Ordinance (Cap.623) of the laws of Hong Kong are expressly excluded from these Conditions.

# 一般條款

所有預訂廣告(定義見下文)必須符合以下所列的條款，條款對廣告客戶及廣告代理人均具有約束力。

## 1. 定義

以下定義（附有引號“ ”）適用於本條款所有部份（另有訂明除外）。

**“廣告客戶”** 指任何個人、商號、公司或其繼任人或轉讓人，或該等人士所委托之廣告代理人向電視臺預訂廣告播出時間。廣告客戶連同其“廣告代理人”須共同及個別承擔到期應付予電視臺之所有款項。

**“廣告代理人”** 指任何代表廣告客戶向電視臺預訂廣告之人、商號或公司。該廣告代理人須同意接受本條款約束，與廣告客戶共同及個別承擔到期應付予電視臺之所有相關款項，以作為廣告代理人根據本條款13（c）將獲得廣告代理人折扣優惠；該廣告代理人須獲廣告客戶委任，代表廣告客戶向電視臺預訂廣告時間。任何經由廣告客戶委任之廣告代理人均被視為擁有全權代表廣告客戶向電視臺預訂廣告時間或更改廣告時間及批核或修訂廣告材料等有關事宜。然而，電視臺保留是否接受廣告客戶所委任之廣告代理人的最終決定權。

**“預訂廣告”** 指廣告客戶或廣告代理人根據本條款與電視臺洽商、協議、提出或訂立有關購買時段、設施或其他服務之一切要求、協議、訂單或合約。

**“業務守則”** 指由香港特別行政區通訊事務管理局（“通訊局”）不時公布或修訂有關（a）電視廣告標準、（b）電視節目標準、（c）電視技術標準及（d）其他標準之指引及規定等業務守則。

**“本條款”** 指本文所提的《一般條款》及其後不時修訂之版本。

**“翡翠台”（數碼頻道81）** 指電視臺以模擬及數碼信號廣播、以中文為主之電視服務。

**“J2台”（數碼頻道82）** 指電視臺以數碼信號廣播以中文為主之電視服務。

**“無綫新聞台”（數碼頻道83）** 指電視臺以數碼信號廣播以中文新聞節目為主之電視服務。

**“明珠台”（數碼頻道84）** 指電視臺以模擬及數碼信號廣播、以英語為主之電視服務。

**“無綫財經·資訊台”（數碼頻道85）** 指電視臺以數碼信號廣播以中文為主之電視服務。

**“廣告材料”** 指為宣傳廣告客戶或贊助商之商品之材料，包括但不只限於節目、產品、服務、稿件、藝人、劇本、影片、幻燈片、錄像帶、光碟、電腦檔案、數據、錄音及音樂等。

**“廣告競投機制”** 指根據載於價目表前部份《廣告競投機制》內所列明有關優先取代之運作體制，適用於任何時段及價目訂購之廣告時間，而該體制亦視為本條款之部份。

**“產品”** 指廣告客戶計劃宣傳推廣之產品、服務或任何其他項目。

**“節目”** 指影片、表演或類似之內容或其中任何部份，而於該節目中或節目與節目之間有播出廣告客戶的產品宣傳訊息。

**“廣告價目”** 指電視臺公布並不時修訂收費標準，適用於所有預訂廣告。

**“價目表”** 指電視臺最新公布之收費列表，其內容包括“廣告競投機制”、“大額回扣”、翡翠台、明珠台、無綫財經·資訊台、J2台及無綫新聞台之廣告價目、本條款及其他有關電視臺銷售廣告時段及贊助之條款與細則等。

**“贊助商”** 指廣告客戶個別或聯同其他人與電視臺訂立合約，安排播放屬於電視臺、贊助商或其他人擁有之節目。

**“電視臺”** 指「電視廣播有限公司」，其為領有電視廣播牌照並提供多個廣播頻道服務（包括翡翠台、明珠台、無綫財經·資訊台、J2台及無綫新聞台）之公司。



## 2. 法律遵從

廣告客戶及廣告代理人謹此確認電視臺之業務運作受不時修訂之廣播條例（第562章）及其有關規例、其牌照、業務守則及所有適用法律監管，而所有廣告客戶及/或廣告代理人之預訂廣告亦須遵守電視臺於上述條例、規例、牌照、業務守則及法律下之規範及責任。因此，若電視臺認為（電視臺擁有最終決定權）繼續履行其與廣告客戶及/或廣告代理人之合約責任有可能違反任何上述法律、規例、牌照或業務守則或會置電視臺於不利情況時，電視臺有絕對權力終止所有或餘下部份預訂之廣告。廣告客戶或廣告代理人不得因此而向電視臺追討任何賠償，並須支付電視臺截至終止日就已播放或已提供設施或服務所應付或所累積之一切費用。

## 3. 節目贊助

廣告客戶及/或廣告代理人可以要求電視臺提供有關翡翠台、明珠台、無綫財經·資訊台、J2台、無綫新聞台之節目贊助報價及相關條款。

### (a) 贊助節目

電視臺擁有之節目可接受廣告客戶及/或廣告代理人贊助，但須符合規定之最少贊助集數或節目環節，而不同節目可供贊助之集數或節目環節並不相同。對贊助商擁有之節目，電視臺可接受根據經雙方協議之最少贊助集數或節目環節及其他條件。如所贊助之節目為贊助商擁有，贊助商需要另行支付電視臺相關之播映設施費用。

### (b) 在贊助節目內的廣告

贊助商的廣告將在節目開始前，於節目播放中及結束後播放。有關贊助節目內之廣告播放安排將按照本條款（2）安排。電視臺對如何安排播放廣告有最終決定權。

## 4. 廣告價目或本條款之修訂

- (a) 電視臺保留隨時修訂廣告價目或本條款之權利，但電視臺會在新修訂生效前3個月以書面通知已預訂廣告之廣告客戶。廣告價目及本條款以播放當日有效之廣告價目及條款為準，但廣告客戶有權取消任何受修訂影響之預訂廣告（但須在收到修訂通知後30天內，以書面通知電視臺）。
- (b) 電視臺有權就特備節目不時公布相關的特殊收費及條款以取代正常之廣告價目及本條款。電視臺會盡量通知已預訂廣告之廣告客戶，但電視臺並無責任必須發出該通知。如有未被訂購之節目或廣告時間，受影響之廣告客戶可以選擇改至其他同價目等級之未被訂購之節目或廣告時間。

## 5. 廣告材料標準

廣告客戶或廣告代理人所提供予電視臺播放之所有廣告材料，必須符合以下標準：

- (a) 香港法律；
- (b) 業務守則
- (c) 《廣播條例》（第562章）以及其他規管電視廣告播放之條件及指引。

廣告客戶及廣告代理人確認通訊局為政府授權負責最終決定廣告客戶或廣告代理人所提供之廣告材料有否違反以上的條例及法例之法定機構。因此，電視臺所提供有關廣告材料之意見僅供參考，而並非具決定性。電視臺對其提出之意見不負任何法律責任，而廣告客戶或廣告代理人亦不可因此向電視臺追討賠償。

## 6. 廣告材料的接納

- (a) 當預訂廣告後，廣告客戶及/或廣告代理人即有責任提供電視臺所接納及符合本條款（5）及（7）之廣告材料。電視臺絕對有權拒絕接納或播放由廣告客戶及/或廣告代理人提供之任何廣告材料而毋須說明理由或負任何責任。如廣告客戶及/或廣告代理人未能於規定期限內提供電視臺所接納之廣告材料，不論該廣告材料有否被播出，廣告客戶及/或廣告代理人仍須履行合約之全部責任及全數支付所預訂廣告之費用。

- (b) 在廣告客戶及/或廣告代理人向電視臺提供並被接納之任何廣告材料如被通訊局否決或因某些情況出現而影響電視臺的原先決定導致最終不接納廣告客戶或廣告代理人之廣告材料，電視臺有權立即停播該廣告材料，而廣告客戶不能因此向電視臺索取任何賠償。廣告客戶及/或廣告代理人仍需支付電視臺已播出及其餘已預訂之廣告費用。廣告客戶及/或廣告代理人有責任提供給電視臺其他合適之廣告材料（全新或經修改後符合本條款的版本），以便電視臺可以在廣告客戶及/或廣告代理人剩餘之預訂廣告時間內播放該廣告材料。
- (c) 電視臺有絕對權利就任何不適合播放之廣告或其部份作出任何處理（包括但不限於淡出、編輯及刪剪）；電視臺對此毋須負上任何責任，但廣告客戶及/或廣告代理人仍須支付該廣告費用予電視臺。
- (d) 電視臺保留權利終止或限制連續或重複播放同一個或大致相同之廣告。

## 7. 廣告材料及期限

- (a) 就每個向電視臺預訂時間之廣告，廣告客戶或廣告代理人必須以書面形式清楚列明相關資料：包括廣告播放日期及時間、產品名稱、廣告時間長度及廣告材料類型、廣告材料參考及識別號碼等。以上資料必須在廣告播放期前5個工作天交予電視臺。如廣告客戶或廣告代理人沒有提供有關資料或只提供部份資料，或只以口述通知，又或該等書面/口述資料指示不完整或不清晰，廣告客戶同意電視臺有權自行決定廣告材料之處理而毋須對廣告客戶負上任何責任。惟廣告客戶及/或廣告代理人仍須全數支付其預訂廣告所產生之費用。
- (b) 提供電視臺的廣告材料必須分開裝載，每項材料必須列明以下資料：識別號碼、廣告客戶/廣告代理人/贊助商名字、產品名稱、廣告時間長度及廣告材料類型。
- (c) 如廣告材料的文稿及廣告情節串連圖板已事先得到電視臺初步接納，提供廣告材料之時限為播放前2個工作天（不包括假期及周末）。但如文稿及廣告情節串連圖板沒有事先得到電視臺初步接納，電視臺可酌情決定是否接納在播放前4個工作天（不包括假期及周末）送遞至電視臺之廣告材料。電視臺對文稿及廣告情節串連圖板給予之初步接納並不能視作電視臺最終必須接納該等廣告材料之保證。

如電視臺同意，廣告客戶可選擇於前述限期後向電視臺提供廣告材料，但廣告客戶須就延遲提交廣告材料支額外費用。

- (d) 廣告客戶及/或廣告代理人有責任提供與預訂廣告時間同等長度之廣告材料。如若廣告客戶及/或廣告代理人所提供之廣告材料之時間長度少於所預訂之廣告時間，電視臺有權（但並無責任）使用剩餘之時間，而廣告客戶及/或廣告代理人仍需支付所預訂之廣告時間之全部費用。若廣告客戶及/或廣告代理人提供之廣告材料比預訂廣告時間長，電視臺只會播放符合其預訂廣告時間長度之部份廣告材料，而毋須因此對廣告客戶負任何責任。
- (e) 在常規廣告方面，除非廣告客戶所提供之廣告材料確切符合其預訂之常規廣告時間，否則電視臺有權選擇使用廣告客戶所提供之廣告材料其中任何部份，或使用電視臺現有並認為合適且與廣告客戶產品相關之其他材料，而毋須因此對廣告客戶負任何責任。廣告客戶及/或廣告代理人仍須支付全部預訂廣告之費用。
- (f) 廣告客戶及廣告代理人均確認並同意，其所提供之材料將會在電視臺任何一個或多個頻道播放；而有關頻道之內容或其任何部份有可能通過手機平台、個人流動裝置及電視臺網頁傳送或作同步播放。廣告客戶及廣告代理人均須各自向其廣告材料之各個版權持有人取得相關之授權及許可，並同意電視臺為其廣告材料及相關材料記錄、存貯、複製及播放，並於播放後電視臺將作永久存貯，以供內部參考研究、提供給電視臺授權之服務供應商進行分析等，而這些服務供應商可能會向其用戶提供廣告成效評估及分析及其他非商業用途之服務。

## 8. 保證與賠償

廣告客戶及廣告代理人各自保證：

- (a) 須為本條款(7)(f)所列之用途，負責為其所提供之廣告材料取得所有為傳送及展示任何當中材料及出鏡人士之表演/肖像相關之授權及許可，並支付所有相關費用；

- (b) 廣告文字稿或廣告材料皆不會違反業務守則、侵犯他人版權或其他權益、或對任何人構成誹謗；
- (c) 所提供之廣告材料的各方面須符合香港法律；
- (d) 廣告材料不含引起誤會或錯誤的訊息；
- (e) 如違反上述保證或電視臺由於使用、錄製或播放廣告客戶及/或廣告代理人所提供之廣告材料而引致任何訴訟、追索或費用（包括相關的律師費及堂費）、賠償、罰款、要求及責任，廣告客戶及廣告代理人須為此對電視臺作出一切彌償，包括一切因有可能之索償或訴訟而徵詢法律意見及處理該等事宜而產生之費用（不論該等索償或訴訟最終有否執行）；
- (f) 如違反上述保證或廣告客戶及/或廣告代理人所提供之廣告材料違反本條款（5），引致電視臺由於使用、錄製或播放該廣告材料而被通訊局或其他任何法定機構徵收罰款或任何費用，廣告客戶及廣告代理人須彌償電視臺一切罰款及費用。廣告客戶及廣告代理人須按照電視臺所要求，提供佐證以證明其提供之材料正確無誤，且符合法例規定。

## 9. 取消播放

- (a) 電視臺絕對有權隨時取消任何已編排播放之內容（不論全部或其任何部份）而毋須事先通知廣告客戶或廣告代理人。取消任何一個或多個節目或廣告之播放不會致使預訂廣告合約無效，而廣告客戶亦不可藉此向電視臺追討下述（b）項以外之賠償。
- (b) 電視臺有權因上述（a）項取消播放而選擇下列任何一項方式給予賠償：（一）另給等值之廣告時間，或（二）延長其他預訂之廣告而不向廣告客戶加收費用，或（三）從應向電視臺支付之費用中 去所取消之節目或廣告之價值（按比例計算）。

## 10. 節目調動

在緊急情況下，電視臺對所有已編排播放之節目及/或廣告均有可能作出調動。電視臺會盡量按照原定之編排安排播放，但電視臺不會就此作出任何保證，尤其不會就廣告客戶之特定廣告播放時間作出任何保證。

## 11. 中斷播放

- (a) 電視臺不保證能按照所預定時間播放預訂廣告。如播放設備故障（不論因何原因引致，包括但不限於電力及機械故障），而致使預定之播放被取消時，下述（b）項之規定將適用。
- (b) 如發生上述（a）項之情況，致使任何播放被取消時，電視臺會盡快將受影響之廣告及/或節目及廣告材料另外安排在其認為是最佳之可播放時間播出。廣告客戶須接受電視臺之決定安排並支付改動播放時間後之廣告費用。

## 12. 優先取代

所有預訂廣告均受到電視臺“廣告競投機制”所限制。廣告客戶及廣告代理人均須接受電視臺根據“廣告競投機制”所列之廣告播放安排為最終的及並受其約束。

## 13. 戶口結帳

- (a) 除非擁有電視臺授予之信貸安排，廣告客戶及廣告代理人須共同及個別承諾在預訂廣告播出前不少於10天繳付給電視臺一切與其預訂廣告相關之費用。如獲得電視臺授予信貸安排，廣告客戶或廣告代理人須在電視臺發出月結單後下個月份之第十（10）日或之前，悉數支付全部費用。

- (b) 若費用逾期未繳，電視臺有權拒絕播放該廣告客戶及/或廣告代理人之任何廣告，此項將不影響電視臺備有之其他索償方法。
- (c) 廣告代理人就有關之廣告費用、電視臺擁有或購買的節目之贊助費用及製作費，可享有15%折扣。
- (d) 利息：電視臺有權就過期欠帳數額，向廣告客戶及/或廣告代理人每月徵收1.5%之利息。

#### 14. 對產品之限制

電視臺毋須為任何未有於廣告預訂內列明之產品播放其相關之廣告材料。

#### 15. 播放記錄

電視臺將會記錄其已播放廣告之日期、時間及廣告材料。遇有爭議時（除非記錄有明顯重大錯誤），該記錄將作為定案，對協議各方皆具約束力。

#### 16. 大額回扣及附加費

如廣告客戶承諾在2019年將會耗資相等或高於2018年之廣告費，該廣告客戶可以選擇獲得與2018年同等水平之大額回扣。選擇此方法計算大額回扣之廣告客戶須在2019年開始前一個月以書面通知電視臺。如在2019年結束時，該廣告客戶按其實際支出所應得之大額回扣多於原先允許之水平，該廣告客戶將按情況得到額外回扣；反之，該廣告客戶或需繳付相應的附加費。

#### 17. 取消及調動廣告時間

- (a) 取消預訂廣告：所有廣告一經預訂不可取消。
- (b) 調動廣告時間：除非是由於優先取代，任何已預訂並經電視臺確認之廣告播放時間一般不能更改，除非廣告客戶或廣告代理人於最少四個星期前給予電視臺書面通知，連同電視臺可接受之新播放時間表一份，並獲得電視臺同意。如通知時間少於四個星期，電視臺在接納該調動時有權收取附加費。於任何情況下，任何減少預訂廣告總值之更改將不被接納，而變更後之播放須按播放當日沿用之價目表計算。

#### 18. 等級更改

經電視臺同意，廣告客戶可以調高任何廣告至較高之價目級別，但必須符合“廣告競投機制”所要求給予電視臺最低限度的通知時間，方可優先取代另一已經被預定之廣告時間。無論如何廣告客戶不能更改廣告至較低之價目等級。

#### 19. 電視臺終止預訂廣告

不論本條文與本條款其他條文有否抵觸之處，若電視臺受法律規限、或因通訊局之決定、或任何電視臺無法控制之情況下，廣播被終止、限制或受影響時，電視臺有權在任何時間以書面通知廣告客戶或廣告代理人立即終止預訂廣告之合約。預訂廣告合約之終止並不免除廣告客戶須繳付合約終止前所播放廣告或電視臺已提供給廣告客戶之設施或服務所產生或累積之一切廣告費用。

#### 20. 協議範圍

廣告客戶及廣告代理人預訂廣告受本條款規限，連同其預訂廣告組合而成為各方之全部協議。任何陳述或聲明必須以書面定明及經各方簽署方為有效。

## 21. 通告

所有需要發放之通告均須以書面形式郵寄、或專人遞送、或以傳真機及其他可接受之傳遞方式傳遞。所有通知經郵遞寄出24小時後或經由專人及其他可接受之傳遞方式遞送當日即被視為已正式送達。

## 22. 法律

本條款及任何預訂廣告合約當受香港特別行政區法律所管轄，並按其詮釋。

除電視臺與廣告客戶及廣告代理人外，本條款之任何條款，不論明示或暗示，既非旨在亦不會根據或因本條款而賦予任何非電視臺廣告客戶或廣告代理人之第三方任何性質的權利、利益或補救方法。除前述情況外，香港法例第623章《合約(第三者權利)條例》之適用性在本條款被明確排除。

註：以上資料中英文版本如有抵觸或不相符之處，概以英文版本為準