

# Advertising Terms & Conditions

These terms and conditions apply to all offers and agreements made by Network Ten Pty Limited (ABN 91 052 515 250) (**NETWORK 10**) to supply media and advertising services to any Advertiser during the period commencing 15 July 2020 and ending on the date that NETWORK 10 issues a revised version of these terms and conditions.

## 1. The terms of an Agreement with NETWORK 10

1.1 Each agreement with NETWORK 10 for the supply of media and advertising services to an Advertiser (**Agreement**) comprises the following documents in the following order of precedence:

- (a) the applicable Booking Document;
- (b) these terms and conditions; and
- (c) the applicable Guidelines.

## 2. Termination

2.1 NETWORK 10 may terminate an Agreement by notice to the Advertiser with immediate effect if:

- (a) the Advertiser fails to remedy a material breach (including a failure to make a payment when due) within 5 days of a notice from NETWORK 10 requiring the Advertiser to do so;
- (b) the Advertiser fails to comply with any credit agreement with NETWORK 10 or any other credit requirement of NETWORK 10; or
- (c) an Insolvency Event occurs in relation to the Advertiser.

2.2 NETWORK 10 may terminate an Agreement without cause by giving not less than 14 days' notice to the Advertiser.

2.3 If an Agreement is terminated by NETWORK 10 for any reason, the Advertiser must pay to NETWORK 10 immediately on demand from time to time all amounts owing as at the termination date and all costs, losses, expenses and damages incurred by NETWORK 10 arising out of the termination of the Agreement or any breach by the Advertiser of the Agreement (including, in each case, any cancellation fees, administrative costs and legal fees incurred by NETWORK 10 or any third party).

## 3. Advertiser's obligations

3.1 The Advertiser:

- (a) must ensure that the Content (including any material, statement, information or matter contained in the Content):
  - (i) complies with all applicable laws, regulations, codes of practice and codes of conduct;
  - (ii) complies with any applicable Guidelines and other written instructions given by NETWORK 10 to an Advertiser;
  - (iii) does not infringe any third party's intellectual property rights and its use does not constitute a breach of confidence;
  - (iv) is not defamatory, racist, unlawful, abusive, immoral, offensive, obscene, indecent, pornographic or objectionable;
  - (v) does not contain anything that is unlawful, or in contempt of any court, Parliament, tribunal or royal commission; and
  - (vi) does not contain any product or service specifications, or performance, service or other claims, in each case which cannot be fully substantiated;
- (b) must obtain all consents for the use, reproduction and communication of the Content for the purposes of the supply of media and advertising services to the Advertiser; and
- (c) warrants and represents that the use, reproduction and communication of the Content (including any material, statement, information or matter contained in an Advertisement):
  - (i) does not infringe any rights of any person; and
  - (ii) does not contravene any laws, regulations, codes of practice and codes of conduct including the Commercial Television Industry Code of Practice, Subscription Broadcast Television Codes Of Practice 2013, Competition and Consumer Act 2010 (Cth), the Broadcasting Services Act 1992 (Cth), Consumer Credit Code, the code of any industry



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association or equivalent or any succeeding or replacement to the previously mentioned laws, regulations and codes.

3.2 The Advertiser must:

- (a) keep the commercial elements of the applicable Booking Documents (including the Fees and rates used to calculate Fees) payable by the Advertiser) strictly confidential and ensure that those elements are disclosed only to the Advertiser's directors, officers, employees, contractors and clients on a confidential and need to know basis for the purposes of the performance of the Agreement;
- (b) provide the Content to NETWORK 10 within the timeframes specified in the applicable Guidelines or as otherwise specified by NETWORK 10;
- (c) provide the Content to NETWORK 10 in accordance with NETWORK 10's specifications and delivery requirements specified by NETWORK 10 on the Website or as otherwise advised by NETWORK 10 from time to time;
- (d) not upload or make available any Content that contains viruses or any other computer codes, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment;
- (e) not insert any tags, codes, cookies or other data tracking or collection devices into the Content for the purpose of re-targeting users on a third-party site; and
- (f) for any Digital Service, not change or substitute any Content for a Campaign without notifying NETWORK 10.

3.3 NETWORK 10's acceptance of Content for communication in the course of its supply of media and advertising services does not relieve the Advertiser of its obligations in respect of such Content (including under clause 3.1).

3.4 If NETWORK 10 considers any Content to be non-compliant in any way or for other regulatory or business reasons, in its sole and absolute discretion, NETWORK 10 may cancel any Advertisement or remove or refuse to communicate the Content.

3.5 In relation to a Channel, NETWORK 10 may refuse to communicate any Content on a Channel or supply other media and advertising services in connection with a Channel if that Content does not include a valid Commercials Advice (CAD) number.

3.6 If the Advertiser fails to provide Content to NETWORK 10 in accordance with clauses 3.1 and 3.2, NETWORK 10:

- (a) may substitute other Content provided by the Advertiser for communication;
- (b) may suspend and delay communication of the Content until NETWORK 10 receives Content in compliance with clauses 3.1 and 3.2;
- (c) may not procure the communication of the Content;
- (d) is relieved from any obligation to deliver the target Projections/Page Impressions/Ad Impressions; and
- (e) may reduce (on a pro-rata basis) the target Projections/Page Impressions/Ad Impressions (as applicable),

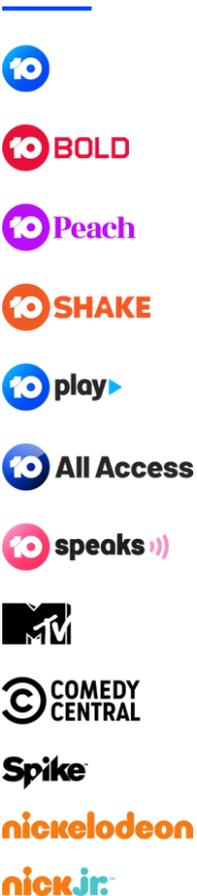
If this clause 3.6 applies, the Advertiser's obligation to pay the Fees applicable to the total Campaign is not reduced or otherwise affected in any way.

3.7 The Advertiser acknowledges that:

- (a) NETWORK 10 may retain a copy of all Content for up to 13 months after last communication date, unless otherwise agreed;
- (b) STV Channels are communicated on a national basis and, unless otherwise agreed in the applicable Booking Document, Advertisements will be scheduled according to local time in Sydney, Australia; and
- (c) NETWORK 10 and its Related Bodies Corporate may: (i) collect anonymous data about users' receipt of and interaction with ads on Network 10 Media; and (ii) use that information to enhance their respective services.

3.8 Unless the Advertiser has NETWORK 10's prior written consent (which it may grant, condition or withhold in its absolute discretion), the Advertiser must not re-sell, assign or otherwise transfer any of its rights under an Agreement (including its right for the supply of media and advertising services).

3.9 If the Advertiser enters an Agreement as an agent for a third party: (i) the Advertiser warrants and represents that it is authorised to enter into the Agreement (including to book media and



advertising services) on behalf of that third party; and (ii) the Advertiser and the third party will be jointly and severally liable under the Agreement.

- 3.10 In addition to and without limiting the terms of the Agreement, if the Advertiser procures the any supply of media or advertising services on Digital Services involving the use of data supplied by The Quantum Group Pty Limited, ABN 45 102 444 253 (Quantum), then as a condition of access to and use of such data the Advertiser agrees to comply with the Terms and Conditions of Use of Quantum Targetable Segments imposed by Quantum located at <https://quantium.com/wp-content/uploads/2019/05/Quantium-Terms-and-Conditions-of-Use-of-Targetable-Segments-Brand-FINAL.pdf>. The Advertiser acknowledges that Quantum may at any time cease providing access to Targetable Segments. NETWORK 10 holds the benefit of this clause 3.10 both in its own right and as agent for and on behalf of Quantum.

#### 4. Fees and other charges

- 4.1 The Advertiser acknowledges that:

- (a) NETWORK 10 uses a base rate card setting out its standard rates and charges for the provision of media and advertising services and this base rate card may be amended by NETWORK 10 from time to time without notice;
- (b) the base rate card may be used for the purpose of calculating Fees;
- (c) without limiting the generality of paragraph (a), NETWORK 10 may amend the base rate card and Fees at any time to reflect seasonal adjustments based on fluctuations in the market, including as to audience and subscriber growth; and
- (d) except for any Special Advertisements or any Advertisements on specific programmes, NETWORK 10 will give the Advertiser reasonable notice of any such amendments prior to any Campaign being approved by the Advertiser.

- 4.2 In respect of the Channels, NETWORK 10 may amend Fees without notice in respect of any Special Advertisements or any Advertisements on specific programmes (and unless otherwise agreed, all rate amendments apply to Campaigns booked before the rate amendment comes into effect).

- 4.3 The Advertiser acknowledges that, for the Channels, the base rate card is based on 30 second units, and applicable Fees will be calculated in accordance with the length of Advertisements as follows:

Length (seconds)	Charge rate	Length (seconds)	Charge rate
5	0.4 of 30 second unit	45	1.5 of 30 second unit
10	0.5 of 30 second unit	60	2.0 of 30 second unit
15	0.6 of 30 second unit	90	3.0 of 30 second unit
30	1.0 of 30 second unit	120	4.0 of 30 second unit

- 4.4 The Advertiser:

- (a) must update the rate card information in the BCC AdSystems (or equivalent) application; and
- (b) is responsible for applying the applicable Discount(s) to the base rate card.

- 4.5 The Advertiser acknowledges that:

- (a) it is not entitled to any agency commission on any Production Costs in respect of any media or advertising services on Digital Services or Channels unless specifically provided in the Booking Document; and
- (b) Discounts do not apply to Special Advertisements.

- 4.6 The Advertiser must pay all out-of-pocket expenses and disbursements which NETWORK 10 incurs in preparing and delivering the Special Advertisements as detailed in an invoice from NETWORK 10.

#### 5. Payment

- 5.1 Following receipt of an invoice from NETWORK 10 for Fees and other charges payable under an Agreement, the Advertiser must pay the invoice by the due date, being the date that is 30 days after the date of the invoice or such other period that has otherwise been agreed in writing.

- 5.2 NETWORK 10 may require the Advertiser to pay an invoice in part or in full before placing and scheduling Advertisements under an Agreement.

- 5.3 Unless expressly specified otherwise in an Agreement, the Fees and all other charges are exclusive of GST. If GST is payable on any supply made by NETWORK 10, the Advertiser must pay an additional amount equivalent to the GST at the same time as payment for the supply is due.



- 5.4 If the Advertiser fails to pay an invoice when it is due, NETWORK 10 may charge interest on the overdue amount at an annual rate that is equal to 2% above the then corporate annual overdraft rate of the Commonwealth Bank of Australia.
- 5.5 NETWORK 10 may suspend, remove or cancel any Advertisement, and not place or schedule any further Advertisements, if:
- (a) the Advertiser is in breach of the Agreement, including any failure to pay NETWORK 10's invoice or any interest or other amount when it is due;
  - (b) NETWORK 10 has asked the Advertiser to complete a credit application form and the Advertiser has not returned a completed form to NETWORK 10 by the time required by NETWORK 10; or
  - (c) the Advertiser's credit application is not approved.

## 6. CPM and CPT

6.1 The Advertiser acknowledges that:

- (a) the delivery of CPM may vary across the component of a Booking Document according to audience delivery variations across those components; and
- (b) NETWORK 10 will use its reasonable endeavours to maintain CPM within a 10% tolerance of the CPM specified in the applicable Booking Document.

6.2 The Advertiser acknowledges that:

- (a) for the FTA Channels, CPM or CPT (as applicable) is based on the OzTAM Metro Audience Panel unless otherwise agreed with the Advertiser at the time of booking the Campaign and will be measured according to 15-minute average 7 day consolidated ratings data (channel ratings at market level – Sydney, Melbourne, Brisbane, Adelaide, Perth);
- (b) for the STV Channels, CPM or CPT (as applicable) is based on the OzTAM National STV Audience Panel unless otherwise agreed with the Advertiser at the time of booking the Campaign and will be measured according to 15-minute average positions using 7 day consolidated ratings;
- (c) for all Channels, a CPM or CPT booking will use the Channels agreed at the time of booking and any day part splits to achieve the applicable CPM or CPT delivery;
- (d) for all Channels, if NETWORK 10 agrees to proposed predicted audience ratings at the time of booking the Campaign, campaign delivery assurances will apply across the applicable Channels with a 10% tolerance, based on 7 day consolidated 15-minute average ratings;
- (e) CPM or CPT delivery does not apply to Special Advertisements;
- (f) for CPM delivery on Digital Services:
  - (i) NETWORK 10 will use the Digital Services specified at the time of booking; and
  - (ii) if an existing Advertisement format is removed or replaced, NETWORK 10 will use alternative Advertisement formats to deliver the CPM campaign;
- (g) CPT delivery (for FTA Channels or STV Channels) or CPM delivery (for FTA Channels, STV Channels or Digital Services, as applicable) applies to the overall Campaign and is reviewed by platform (ie: reviewed across all FTA Channels, all STV Channels or all Digital Services, as applicable), not each individual Channel, Digital Service, Spot, Display or Advertisement;
- (h) Production Costs will not be included in the calculation of CPM; and
- (i) for Dynamic Bookings on the FTA Channels or the STV Channels:
  - (i) the booking is audience-based (based on CPM only, not CPT);
  - (ii) the Fees are bulk billed;
  - (iii) Spot placement is fluid (so that Spots are not fixed and will move across the platform (ie: across the FTA Channels or STV Channels, as applicable to the booking) to deliver agreed audience objectives at the discretion of NETWORK 10) and is final only when invoiced; and
  - (iv) broadcast channel and time of appearance information will be included in the invoice.

## 7. Positioning

7.1 The Advertiser acknowledges that:

- (a) the positioning of Advertisements on the Channels is not guaranteed and is subject to availability at the time of booking and may be altered at NETWORK 10's discretion; and



- (b) if the first or last Advertisement position in an advertising break on the Channels: (a) is required, a loading on the applicable rate for the programme may apply; and (b) is not specified, the position will be, as far as possible, evenly rotated.

7.2 The Advertiser acknowledges that:

- (a) the positioning of Advertisements on the Digital Services is at NETWORK 10's sole discretion, unless the positioning is clearly specified in the Insertion Order; and
- (b) NETWORK 10 makes no guarantees, inducements, warranties or other representations with respect to usage statistics or levels of impressions for any Advertisement on the Digital Services. In some cases, NETWORK 10 may provide estimated usage statistics for information purposes only, and these are non-binding and expressly excluded from the Agreement.

7.3 The Advertiser acknowledges that, in relation to Advertisements on the Channels:

- (a) fixed placement Advertisements will be set out in the Proposal, Media Booking Report, E-prop or Tango (as applicable);
- (b) the Advertisements for Dynamic Bookings will be set out in a format provided by NETWORK 10; and
- (c) NETWORK 10 will use reasonable endeavours to avoid placement of same product category Spots within the same break. NETWORK 10 considers placement of more than one Spot of the same product category within a break with a separating non-competitive Spot of any duration not to be a product conflict, and therefore not subject to Makegood.

**8. Makegood**

8.1 The Advertiser is liable to NETWORK 10 for the Fees irrespective of whether the Advertiser considers the CPM has not been met, or there has been an error, alteration or omission in the supply of the Campaign, and irrespective of whether any of the foregoing was or was not caused by the act or omission of NETWORK 10, any of its Related Bodies Corporate, or their respective officers, employees, contractors or agents, or otherwise.

8.2 Makegood is the Advertiser's sole remedy for performance under delivery (including a failure to deliver the CPM in accordance with clause 6) or an error occurring during a Campaign.

8.3 NETWORK 10 is only required to use reasonable endeavours to achieve Makegood and Makegood is subject to:

- (a) placement discretion;
- (b) programme, Channel and platform availability; and
- (c) delivery within the current or next Campaign.

8.4 The Advertiser acknowledges that:

- (a) Makegood will not be given for, and cannot be used for, any Special Advertisements; and
- (b) NETWORK 10 will not provide any refunds or credits in relation to Makegood.

**9. Cancellations by Advertiser**

9.1 If the Advertiser wishes to cancel a booked Campaign, it must notify NETWORK 10 in writing:

- (a) for communication on Channels: at least 6 weeks before the date on which communication is scheduled to commence; or
- (b) for communication on Digital Services: at least 30 days before the date on which the Digital Services is scheduled to be placed.

9.2 If the Advertiser cancels before the applicable deadline in clause 9.1, NETWORK 10 will delete the relevant part of the Booking Document and the Advertiser will not be charged for the cancelled part of the Campaign.

9.3 If the Advertiser cancels after the applicable deadline in clause 9.1, NETWORK 10 will, at its sole election, either:

- (a) delete and charge the Advertiser for the booking. The Advertiser may re-book such booking (or part thereof) and reallocate the charged funds to the re-booking subject to:
  - (i) programme, Channel and platform availability;
  - (ii) the booking having no placement guarantee; and



(iii) the booking being re-booked within 12 months of the date on which NETWORK 10 processes the delete and charge;

OR

- (b) allow the Advertiser to transfer the booking to another brand or product for the same Advertiser, provided that:
- (i) for the Channels: the Spots and agreed applicable rates on specific Channels are maintained; and
  - (ii) for the Digital Services: the Page Impressions, Ad Impressions and agreed applicable rates on specific digital assets, services and websites are maintained.

9.4 The Advertiser acknowledges that, on booking a Special Advertisement, such Advertisements are 100% firm and cannot be cancelled.

## 10. Liability

10.1 NETWORK 10, each of its Related Bodies Corporate and each of their respective officers, employees, agents and contractors are not liable to the Advertiser for:

- (a) any costs, expenses, claims or liability suffered or incurred in respect of the communication of any Content (including the alteration, delay or omission of a communication), whether as a result of negligence, mistake, communication failure, non-compliance with the Advertiser's directions, or otherwise;
- (b) any loss of profit, loss of revenue, loss of data and loss of business opportunities in respect of the communication of any Content, including the alteration, delay or omission of a communication; or
- (c) any indirect or consequential loss arising in connection with the Agreement.

10.2 The Advertiser must not bring or be party to any claim, action or proceeding against NETWORK 10 or any of its Related Bodies Corporate or any of their respective officers, employees, agents or contractors in relation to any matter that falls under clause 10.1.

10.3 The *Competition and Consumer Act 2010* and similar State and Territory legislation may confer rights and remedies on the Advertiser in relation to an Agreement which cannot be excluded, restricted or modified (**Non-excludable Rights**). NETWORK 10 does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute. To the full extent permitted by law, NETWORK 10's liability for breach of implied warranties, conditions or undertakings which cannot be excluded is limited, in the case of goods, at NETWORK 10's option, to (a) the replacement of the goods or the supply of equivalent goods, (b) the repair of such goods, (c) the payment of the cost of replacing the goods or of acquiring equivalent goods, or (d) the payment of the cost of having the goods repaired, and in the case of services, at NETWORK 10's option, to x) the supply of the services again or (y) the payment of the cost of having the services supplied again.

10.4 NETWORK 10 is not liable for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond NETWORK 10's control affecting production or delivery in any manner.

10.5 The Advertiser indemnifies and holds harmless each of NETWORK 10, its Related Bodies Corporate and their respective officers, employees, agents and contractors (each an **Indemnified Party**) against all third party claims, demands, damages, costs, penalties, suits and liabilities of any nature howsoever caused whether by negligence or otherwise incurred by an Indemnified Party, or which may be incurred by an Indemnified Party arising out of:

- (a) the communication (including the alteration, delay or omission of a communication) of Content;
- (b) any material to which users can link through the Content or Advertisement; or
- (c) the Advertiser's own breach or non-performance of any warranty or other term of the Agreement.

NETWORK 10 holds the benefit of this clause 10.5 both in its own right and as agent for and on behalf of each other Indemnified Party.

10.6 Without limiting clauses 10.1, 10.3, 10.4 and 10.5, the aggregate maximum potential liability (whether based upon warranty, contract, statute or tort (including negligence) or otherwise) of NETWORK 10 in connection with an Agreement, is the total amount of the Fees actually received by NETWORK 10 in relation to the Agreement.



## 11. Notices

A notice or other communication relating to an Agreement may be given to the other party:

- (a) by being personally served on the party or sent by pre-paid ordinary mail to the party's address as specified in this agreement (or such other address as notified by a party); or
- (b) by email to the email address nominated by the parties in the applicable Booking Document.

A copy of any legal notice to NETWORK 10 must be sent to [legalnotices@networkten.com.au](mailto:legalnotices@networkten.com.au).

## 12. General

12.1 Nothing in an Agreement shall be taken as giving rise to a relationship of employment, agency or partnership between the parties.

12.2 An Agreement cannot be amended except in writing and expressly approved by both parties.

12.3 Except as otherwise expressly set out in an applicable Booking Document, any renewal or additional booking shall be at NETWORK 10's discretion.

12.4 If any term or provision of an Agreement is held by a court to be illegal, invalid or unenforceable under applicable law, that term or provision will be severed from the Agreement and the remaining terms and conditions will be unaffected.

12.5 An Agreement is governed by, and construed in accordance with, the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts in New South Wales, Australia.

## 13. Definitions and Interpretations

13.1 In an Agreement:

**Ad Impressions** means the number of times an Advertisement is served on a Digital Service within a specific time period;

**Advertisement** means advertising inventory that NETWORK 10 agrees to supply to an Advertiser, including a Spot, Special Advertisement, Display, Video, Sponsorship (including a negotiated level of Sponsorship Exclusivity), trade promotion and other branding or promotional inventory or opportunity;

**Advertiser** means each person that acquires from NETWORK 10 the supply of any media and advertising services (including the production, execution and placement of an Advertisement) under these terms and conditions;

**Booking Document** means a document (including a document solely in electronic format) used by NETWORK 10 to offer and accept an Advertiser's booking for media and advertising services, including:

- (a) for the Channels: any of a Schedule, Media Booking Report and Booking Order; and
- (b) for the Digital Services: an Insertion Order;

**Booking Order** means a document (including a document solely in electronic format) containing, or any other visual confirmation of, the agreed schedule for placement of the Advertisements (including an ebooking issued by NETWORK 10) and other details of a Channel Campaign;

**Campaign** means the supply of media and advertising services within a specified time frame;

**Channel** means a FTA Channel or STV Channel;

**Content** means:

- (a) all advertising content (including text, pictures, graphics, sound, video and any advertising material) that is to be published, uploaded, made available, produced, placed in or otherwise communicated on Network 10 Media as part of the supply of Advertisements to an Advertiser under an Agreement; and
- (b) all information and other materials required for the purpose of placing Advertisements (including programming code or other data and information as reasonably requested by NETWORK 10);

**CPM** means:

- (a) for Channels: cost per thousand, being the cost of reaching 1,000 people in the specified target audience (based on 7 day consolidated 15-minute average ratings data); and



- (b) for Digital Services: cost per thousand, being the cost per 1,000 Ad Impressions of an Advertisement placement on a particular website or other Digital Service and is based on a fixed cost per thousand ad impressions;

**CPT** means cost per TARP for the Channels, and is the cost of reaching 1% (or 1 TARP) of a specified target audience in a specified market;

**Digital Services** means any of the websites, web pages, web sections, apps, internet streaming services or other digital services owned and/or operated by NETWORK 10 or its Related Bodies Corporate (including *10 Play*, *Nick*, *Nickelodeon*, *10play.com.au*, *nick.com.au*, *nickjr.com.au*, *mtv.com.au* and *comedycentral.com.au*);

**Discount** means a discount specified in the Schedule, Booking Order, Insertion Order, Media Booking Report and/or Proposal;

**Display** means a display advertisement on a Digital Service, commonly referred to as a "banner";

**Dynamic Booking** means a booking based on audience-based trading whereby non-fixed spot placement across Channel(s) delivers an agreed CPM;

**E-prop** means the electronic version of a Proposal that NETWORK 10 sends to the Advertiser for approval and confirmation regarding Advertisements for any of the Advertiser's Campaigns for the Channels;

**Fees** mean the fees, rates and charges payable by the Advertiser under an Agreement as specified in the applicable Booking Document;

**FTA Channel** means any of NETWORK 10's free-to-air broadcast television channels (including *10*, *10 Bold*, *10 Shake* and *10 Peach* in each relevant market);

**Guidelines** means the applicable guidelines published on the Website;

**In-Programme Product Placement** means the exposure or reference within a programme referring to a product, service, branding, or demonstration or usage of any product or service;

**Insertion Order** means the binding schedule for Advertisements for Digital Services;

**Insolvency Event** means the occurrence of any one or more of the following events in relation to any person:

- (a) an application (other than a frivolous or vexatious application) is made to a court for an order that it be wound up or that a provisional liquidator, or receiver and/or manager be appointed;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator or a controller is appointed to any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
- (e) it proposes a winding-up or dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, other than for the purposes of a solvent reorganisation;
- (f) it is insolvent as disclosed in its accounts, or otherwise states that it is insolvent, or it is presumed to be insolvent under an applicable law;
- (g) it becomes an insolvent under administration or action is taken which could result in that event;
- (h) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act 2001(Cth);
- (i) a notice is issued under sections 601AA or 601AB of the Corporations Act 2001(Cth);
- (j) a writ of execution is levied against it or its property;
- (k) it ceases to carry on business or threatens to do so;
- (l) it is otherwise unable to pay its debts when they fall due, or
- (m) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition;

**Makegood** means placing an Advertisement at no charge to the Advertiser to compensate for performance under delivery or an error occurring during a Campaign;

**Media Booking Report** means the proposed schedule NETWORK 10 sends to the Advertiser for approval and confirmation regarding the Advertiser's Advertisements or Campaigns;



**Network 10 Media** means each of the platforms for which NETWORK 10 supplies media and advertising services under these terms and conditions (including the FTA Channels, STV Channels and Digital Services);

**Page Impressions** mean the number of times that each page of a website is viewed within a specific time period;

**Production Cost** means the cost associated with the creation of any Content for an Advertisement;

**Proposal** means the proposed booking that NETWORK 10 sends to an Advertiser regarding Advertisements for a Campaign;

**Projections** mean the average number of people within the given demographic watching at any given time a particular channel, programme or timeslot;

**Related Body Corporate** has the meaning given in the *Corporations Act 2001 (Cth)*;

**Schedule** means the binding schedule for Advertisements;

**Special Advertisement** means:

- (a) a Spot aired during a sport programme, special event or live event on any Channel;
- (b) a Spot aired during special event programming (including one-off events and high rating television programmes);
- (c) any type of advertising inventory that is not the placement of Video, Display or Spots (other than Spot placements described in paragraphs (a) and (b) above) including Sponsorship, Sponsorship SOV, Specific Requirements, In-Programme Product Placement and any associated Content creation services; and
- (d) any other Advertisement that the parties agree to designate as such;

**Specific Requirements** mean requests such as peak or off-peak day part splits, first and last in breaks, top & tail premiums, solus breaks, channel and time selections;

**Sponsorship** means an association with a Channel, Digital Service or programme that gives an Advertiser particular commercial visibility or integration.;

**Sponsorship Exclusivity** is a type of Sponsorship in which the Advertiser is granted certain restrictions or rights to limit competitive Advertisers within their selected product or service category;

**Sponsorship SOV** means a fixed percentage of available Ad Impressions on a fixed rate basis on specified Digital Services;

**Spot** means a fixed period of time that is made available for the communication of Content during breaks in or between programmes, commonly referred to as a "commercial" for television;

**STV Channel** means a subscription television linear broadcast channel produced by NETWORK 10's Related Bodies Corporate (including *Nickelodeon, Nick Jr., MTV, CMT, MTV Music, MTV Hits, Club MTV, MTV Classic and MTV Dance*);

**Tango** has the same meaning as E-prop;

**TARP** means the target audience rating point for television, being a specific demographic audience expressed as a percentage of that demographics potential audience;

**Video** means a video Advertisement on a Digital Service (including pre-rolls, mid-rolls and post-rolls); and

**Website** means the content available or accessible at <https://www.viacomcbsanz.com/advertise/why-10/>.

In these terms and conditions:

- (e) "includes" and "including" are not words of limitation and are read with the words "without limitation" immediately following each use;
- (f) a reference to a statute includes a statute amending, consolidating or replacing such statute;
- (g) a reference to a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate or multiple trustee of a trust; and
- (h) where an expression or term is defined, another grammatical form of that expression or term has a corresponding meaning.

