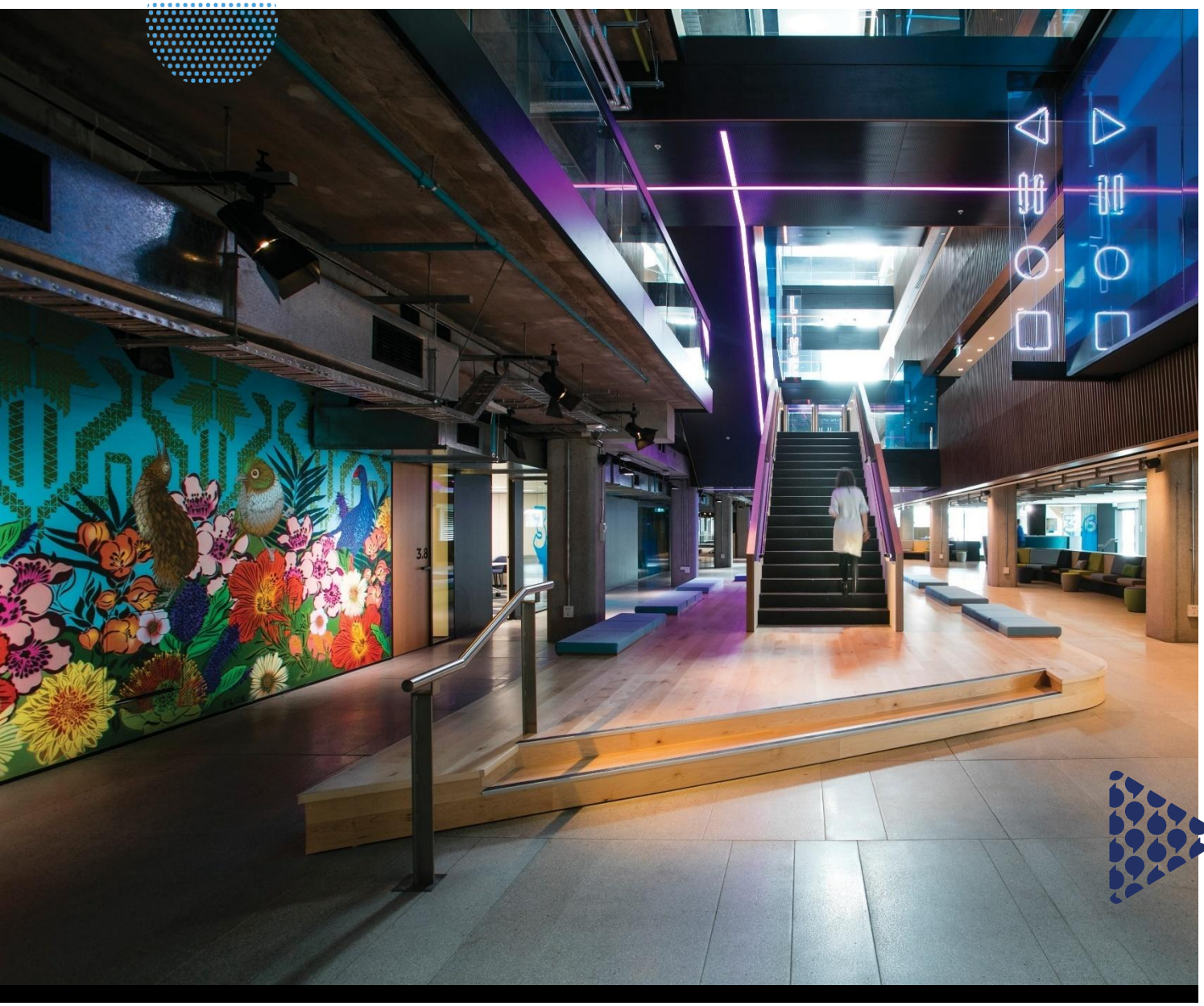
Advertising Terms & Conditions

EFFECTIVE FROM 18 NOVEMBER 2026

tvnz



The Advertising Terms and Conditions below apply to all Advertising booked with TVNZ that is to be transmitted on or after 31 January 2027. Advertising that is to be transmitted up to and including 30 January 2027 will continue to be subject to the previous version of the TVNZ Advertising Terms and Conditions, available at https://sales.tvnz.co.nz/resources.

These Advertising Terms and Conditions (the **Terms and Conditions**) apply to all Advertising bookings for TVNZ advertising material to be transmitted by TVNZ (**Advertisements** or **Advertising**), including bookings made through a TVNZ self-service advertising platform, eg the TVNZ Activate Platform, (each a **TVNZ Ad Platform**). When an advertiser (**Advertiser**), or third party acting on behalf of an Advertiser (**Agency**), places a booking with TVNZ for advertising services, or registers for or uses a TVNZ Ad Platform, the Advertiser, or Agency on its behalf, and the Agency in its own right where applicable, is deemed to have accepted these Terms and Conditions.

These Terms and Conditions are comprised of the Television / Total TV terms, Total TV terms, Digital Only terms and the General Terms and Appendixes. Certain provisions may not be applicable to a booking as it may depend on the media type(s) (ie television, digital or total tv) being booked and whether you are using a TVNZ Ad Platform. To see which provisions apply, please refer to Appendix 1.

Whether Advertising is treated as television or digital under these Terms and Conditions is determined by the way in which it is booked, and not by the channel, screen or platform on which it is delivered. Advertising booked as television inventory (including on simulcast channels) is treated as television, and Advertising booked as digital inventory is treated as digital.

Television / Total TV

Television Trading Demographics

For Television only bookings, TVNZ will trade with Advertisers on the following commercial demographics. See the Total TV terms for the Total TV Trading Demographics.

Advertisers must nominate at least one recognised Trading Demographic below:

TRADING DEMOGRAPHICS	
18-49	Females 25-54
25-54	Females 40-64
25-64	Males 18-49
18+	Males 25-54
40+	Males 40-64
55+	Household Income $60k+ 25-54
40-64	Homeowner 25-54
Females 18-49	Main Shopper 25-54
	Main Shopper with kids 0-14 in Home

Ad Duration Factors

The following terms apply to Television only bookings. See the Total TV terms for the Total TV Ad Duration Factors.

Multiple advertisements for one Advertiser in a break need to comprise of different creative. Durations over 90 seconds may be subject to placement restrictions.

DURATION	LOADING *(% of 30sec rate)*	SPECIAL CONDITIONS
5 sec	25%	3 x 5" in a single break *
7/8 sec	35%/ 40%	1 x 7"plus 1 x 8" in a single break*
10 sec	50%	3 x 10" in a single break *
15 sec	60%	
20 sec	85%	(subject to application)
45 sec	145%	
60 sec	180%	
75 sec	250%	
90 sec	300%	
105 sec	350%	
120 sec	400%	

Any duration over 120" by negotiation
** single short duration placement on application*

Fixed Break & Fixed Position within Break

The following terms apply to Television only bookings. See the Total TV terms for the Total TV Fixed Position within Break terms.

Unless a spot has been purchased at the applicable surcharge, all other spot times provided on client holdings/spotlists are indicative only and subject to scheduling movements at TVNZ's discretion.

PLACEMENT	SURCHARGE	NOTES
Fixed in a specific break	0%	Advertiser or Agency responsibility to fix available two weeks post download
Fixed position in break	10%	Excludes TFIB or TLIB

Approval of material

No advertisement will be transmitted until it has been approved in its final form by the Commercial Approvals Bureau (**CAB**). See: *www.commercialapprovals.co.nz*

Instruction and material deadlines

Material instructions shall be delivered to TVNZ at least three working days prior to the first scheduled broadcast of the commercial or as otherwise specified in the TVNZ Activate Platform.

Material instructions must be delivered in the medium specified by TVNZ. TVNZ may require delivery via Telecopy, the TVNZ Activate Platform or an agreed matching excel format. Should this not be adhered to, TVNZ will not be held responsible for incorrect advertisement copy being instructed.

Advertising material (in its final CAB approved transmission form), must be delivered to and received by TVNZ at least two working days before the first scheduled transmission date.

New Advertisements must be supplied in the manner specified by TVNZ. TVNZ may require supply via the TVNZ Activate Platform or by electronic delivery via Peach, Marquee or Adstream.

Each Advertisement must be clearly identified with Advertiser, Agency, product, duration of Advertisement and key number. Note: the key number for each Advertisement for any one Advertiser must end with a unique series number and contain no more than 15 characters.

If TVNZ considers that the advertising copy is unsuitable, it will notify the Agency (if any) or the Advertiser who must supply alternative advertising copy at its own cost as soon as possible, and in any event at least two full working days prior to the scheduled broadcast date.

Late amendments to Advertisements which are requested by the Advertiser/Agency will only be made at TVNZ's sole discretion and primarily only for legal reasons.

The acceptance of late material and instructions is at the absolute discretion of TVNZ.

MATERIAL INSTRUCTIONS	TIME RECEIVED PRIOR TO TRANSMISSION	LATE CHARGE
Material instructions (including replacement material and new instructions)	2 working days (12pm deadline)	$500 + GST
	1 working day (12pm deadline)	$1,000 + GST

Movements policy

Movements between 0-14 days from broadcast, transmission and/or publication date will incur a 100% cancellation fee.

Movements between 15-28 days from broadcast, transmission and/or publication date may only be made within the calendar month in which the spots were originally placed unless the movement is to an earlier date (subject to availability). In such an event the movement will be rebooked at the current published rate.

Spots moved 29 days or more before the broadcast, transmission and/or publication date (but after the published cancellation date) will incur a 20% cancellation fee.

Cancellation policy

Cancellation must be advised in writing.

Cancellation dates are published when each inventory period is released to the market.

Bookings may be cancelled without a cancellation fee prior to the published cancellation deadline for the relevant month.

Cancellations 29 days or more before the broadcast, transmission and/or publication date (but after the published cancellation deadline) will incur a 20% cancellation fee.

Cancellations within 28 days of the transmission date will incur a 100% charge.

Where a programme title is released or changed prior to broadcast, transmission and/or publication and the Advertiser (in its reasonable opinion) considers such title inappropriate for the brand or product being advertised, the booking may, at the Advertiser's option:

- be moved to another area of the TVNZ schedule at current rate and retain existing discounts, or
- be cancelled without cancellation fee within 48 hours of Advertiser receiving notice of the title change.

Rate changes (spot advertising)

The following terms apply to Television only, spot advertising bookings.

TVNZ may change its rates at any time.

When the new rate is higher than the rate at which the existing booking was made, the rate of the existing booking will not be adjusted upwards.

When the new rate is lower than the rate at which the existing booking was made, then the rate of the existing booking will be adjusted downwards. Downward adjustment of rates does not reduce any agreed minimum spend commitments.

Budget freed by price decreases must be immediately re-spent with TVNZ and be placed within the current campaign following notification of a price decrease.

Any change to a spot (duration, date, etc.) will be rebooked at the current published rate.

Rate changes (audience trading)

The following terms apply to Television only, audience trading bookings. TVNZ may change its rates at any time. Each campaign will be booked at the rate current at the time of booking, and that rate will apply for the duration of the campaign, regardless of any subsequent increase or decrease in TVNZ's rates.

Audience Trading Delivery

TVNZ will use reasonable endeavours to deliver the campaign in accordance with the campaign period, target audience and other parameters specified in the Booking Confirmation. TVNZ may adjust the number, timing and placement of Advertisements across applicable channels, programmes and dayparts to deliver the campaign efficiently.

Unless expressly identified as guaranteed, all forecast impacts, reach, frequency, spot numbers, pacing, and channel, programme or daypart allocations are estimates or campaign objectives only.
Guaranteed campaign parameters are subject to a delivery tolerance of plus or minus 10%. Delivery within this tolerance will be deemed full delivery and will not result in any adjustment to the campaign price.

If delivery falls more than 10% below a guaranteed campaign parameter, TVNZ will provide replacement advertising to an agreed value. This will be the Customer's sole remedy, and no refund, credit or reduction in price will apply.

Sponsored programmes

Programme sponsorship is permitted on non-commercial days provided there is no direct sales message or call to action (at the discretion of TVNZ).

TVNZ retains the right to adjust any bookings in order to accommodate a programme sponsor or to avoid a product conflict. The booking may:

- be moved to another programme in the TVNZ schedule at current rates (subject to availability) and retain existing discounts, or
- be cancelled by TVNZ (no cancellation fee will be payable by the Advertiser).

In addition to these Advertising Terms and Conditions, the TVNZ Blacksand Commercial Terms & Conditions apply to sponsorships and commercial integrations booked with TVNZ, including sponsorship bookings made in the TVNZ TVNZ Activate Platform.

Bonus airtime

All bonus airtime is pre-emptible.

Any movement of bonus airtime will be at TVNZ's discretion.

Any cancelled bonus airtime may be replaced by TVNZ (subject to availability).

Cash spots cannot be converted to bonus spots under any circumstances.

Bonus airtime is placed at TVNZ's discretion and 10 days prior to transmission. Filler airtime is placed at TVNZ's discretion.

Changing spot durations

Any changes to a duration or size by the Advertiser where the unit price is lower will require the balance of the original spend to be re-spent immediately within the month, or the cancellation policy will be applied to the balance.

Any additional time or space required will be regarded as a new booking.

All time length cost ratios remain as per ratecard, therefore similar time lengths when subdivided into smaller components will be seen as a new booking and will be subject to current published rates and duration loadings.

Special events

Programmes may, at TVNZ's discretion, be designated as a "Special Event". Rate protection of existing bookings does not apply to Special Events.

Advertisers have 48 hours after the designation of the Special Event being advised to the Advertiser/Agency to decide whether to move or cancel from a Special Event.

In the case of a Special Event being designated post the published cancellation date the Advertiser may choose to:

- retain the booking at the Special Event rate, or
- move to another programme in the TVNZ schedule at the current rate (subject to availability) and retain existing discounts, or
- cancel without cancellation fees.

Electoral Advertisements: All Advertisements that, as determined by TVNZ, encourage or persuade voters to vote or not to vote for a candidate or party or position in a New Zealand General Election or a referendum, or relate to a New Zealand General Election or a referendum, are strictly subject to TVNZ's electoral advertising flat rates and terms, and in no event will any preferential or Terms of Trade agreement volume discounts or bonus allocations apply.

Advertising to children

As a responsible broadcaster, TVNZ follows best practice with regard to children's advertising and operates according to the Advertising Code of Practice for Advertising to Children. See: *https://www.asa.co.nz/codes/codes/children-and-young-people/*

TVNZ may apply further restrictions to programmes at its discretion, particularly during school holiday programming and family movies. Please contact your Sales Team for confirmation.

Alcohol advertising

As a responsible broadcaster, TVNZ follows best practice with regard to alcohol advertising and operates according to the Advertising Code of Practice for Advertising Liquor. See: *www.asa.co.nz/codes*

Plus 1 stations

Commercial content booked on an original broadcast station will also be broadcast one hour later on any Plus 1 stations.

Commercial content

TVNZ will accept Advertisements for any one Advertiser that feature a range of products, provided that one fully integrated composite Advertisement is scheduled for each spot bought.

Most applications in this area are quite straight forward. Difficulties can arise if an attempt is made to build a composite advertisement that features two or more different products quite separately, simply by putting the two existing commercials together. "Fully integrated" composite advertisements incorporate the following:

- Continuous sound without abrupt changes in quality or style,
- Continuous vision i.e., not interrupted by black or unrelated frames.

The overall impression must be that the viewer is watching one Advertisement rather than two or more Advertisements strung together.

TVNZ will not accept the scheduling of two or more separate advertisements playing back-to-back within one spot purchase.

Advertisements shall not have the appearance of looking as if they are the result of a transmission fault e.g., no audio and no vision disturbances, or the impression of a News break or content. If in doubt, always check with CAB for advice. Further details can be found at: *www.commercialapprovals.co.nz*

Product proximity

No protection is guaranteed against proximity of advertising for competing brands or products unless specifically agreed with TVNZ. TVNZ will use reasonable endeavours to avoid this type of conflict.

Late scheduling changes

TVNZ reserves the right to omit or move any announcement, Advertisement, or programme without reference to the Advertiser or Agency (if any), without incurring any liability.

Should this occur, TVNZ shall in the first instance attempt to replace the affected material in a similar performing environment within the campaign parameters as specified in the briefing process to TVNZ.

Should this not be possible, TVNZ may either refund or give credit for the fee payable or replace the exhibition at another time mutually agreed by TVNZ and the Advertiser or Agency.

All TVNZ programming is subject to postponement, cancellation, or replacement at the discretion of TVNZ.

Material management

All advertising material will be held by TVNZ for three months after the last transmission, except for customers outside New Zealand where it will be held for six months.

Total TV

Total TV is an Ad Product on the TVNZ Activate Platform which combines TVNZ's Television and Digital products so that viewing is measured and sold as a unified audience across screens (**Total TV**).

These Total TV terms apply when an Advertiser or Agency accesses Total TV and/or places a Total TV booking on the TVNZ Activate Platform or when TVNZ creates a Total TV booking and the Advertiser or Agency confirms that booking on the TVNZ Activate Platform (Campaign Booking). These terms are in addition to the Television / Total TV and General Terms (see the applicable sections table at Appendix 1) and, in the event of any inconsistency, these terms prevail to the extent of that inconsistency in relation to Campaign Bookings only.

All other Ad Product bookings on the TVNZ Activate Platform (ie for Television only or Digital only) are subject to the other provisions in the Terms and Conditions (see the applicable sections table at Appendix 1).

Total TV Trading Demographics

TVNZ will trade with Advertisers on the following commercial demographics.

Advertisers must nominate at least one recognised Trading Demographic below:

TRADING DEMOGRAPHICS	
18-54	Females 25-54
25-54	Females 40-64
25-64	Males 18-54
18+	Males 25-54
40+	Males 40-64
55+	Main Shopper 25-54
40-64	Main Shopper with kids in Home
Females 18-54	Homeowner 25-54

Ad Duration Factors

Durations over 90 seconds may be subject to placement restrictions.

DURATION	LOADING *(% of 30sec rate)*	SPECIAL CONDITIONS
15 sec	Published quarterly	
20 sec	85%	(subject to application)
45 sec	145%	
60 sec	180%	
75 sec	250%	

90 sec	300%
105 sec	350%
120 sec	400%

Any duration over 120" by negotiation

Fixed Position within Break

The following terms apply to the television portion of a Total TV Ad Product.

All spot times provided on client holdings/spotlists are indicative only and subject to scheduling movements at TVNZ's discretion. Fixed break (i.e. fixed in a specific break) placements are not available for booking on the TVNZ Activate Platform.

PLACEMENT	SURCHARGE	NOTES
Fixed position in break (FIB/LIB)	10%	Excludes TFIB or TLIB

Cancellation policy

Cancellation must be advised in writing to TVNZ or on the TVNZ Activate Platform.

Cancellations 29 days or more before the scheduled date of an Ad placement will incur a 20% cancellation fee.

Cancellations within 28 days or more from the scheduled date of an Ad will incur a 100% charge.

Campaign parameters

When making a Campaign Booking, the Advertiser or Agency can make a selection of campaign parameters on the TVNZ Activate Platform. The Forecasted Audience Reach and Served Impacts displayed on the TVNZ Activate Platform will be determined by reference to a combination of the selected campaign parameters and the Advertiser or Agency's campaign spend. Forecasted Audience Reach is an estimate only and is not guaranteed.

TVNZ does not guarantee placement, and the selected campaign parameters do not guarantee placement on any particular channel or programme, or at any particular time. Spot scheduling and client category exclusivity are not available for booking through the TVNZ Activate Platform.

Advertisers and Agencies cannot upload or use their own custom audiences (including Audience Match audiences) for a Campaign Booking.

The TVNZ Activate Platform automatically updates the inventory displayed as availability changes, but displayed inventory does not guarantee availability and may be subject to change on notice by TVNZ after a Campaign Booking has been submitted.

Creative assets

The creative assets provided for Total TV will be used for both the television and digital elements of a Campaign Booking and must be approved by the Commercial Approvals Bureau (CAB) in their final form before transmission.

Pricing and payment

The price displayed on the TVNZ Activate Platform at the time a Campaign Booking is submitted is the price for that Campaign Booking. Any discounts and benefits available to the Advertiser or Agency under a Terms of Trade Agreement with TVNZ will be applied automatically on the TVNZ Activate Platform and the price displayed for the Campaign Booking will be that discounted price.

Where the Advertiser or Agency holds a TVNZ credit account, Campaign Bookings will be invoiced in accordance with clause 2 of the General Terms. Where the Advertiser or Agency does not hold a TVNZ credit account, no Campaign Booking will be accepted until payment is received in full.

Rate changes

TVNZ may change the rates used to calculate fees for Campaign Bookings on the TVNZ Activate Platform at any time. The fees displayed on the TVNZ Activate Platform at the time the booking is submitted will be the price for that Campaign Booking, and that price will not be affected by any upward or downward movement in rates after the Campaign Booking is submitted. However, for any changes to a Campaign Booking, any additional fees payable will be calculated using the rates current at the time the change is accepted by TVNZ.

Campaign confirmation

A Campaign Booking is confirmed when the Advertiser or Agency submits it on the TVNZ Activate Platform, provided the Advertiser or Agency holds a TVNZ credit account or has paid for the Campaign Booking. TVNZ does not send a separate confirmation email; the status and details of confirmed Campaign Bookings are displayed on the TVNZ Activate Platform.

Confirmed Campaign Bookings remain subject to creative clearance in accordance with these Terms and Conditions.

Once a Campaign Booking is submitted by an Advertiser or Agency, the cancellation terms set out under the heading "Cancellation policy" in these Total TV Terms apply.

Campaign Delivery

Campaign delivery is measured across the campaign as a whole using Served Impacts and not the individual campaign parameters selected on the TVNZ Activate Platform.

TVNZ will use reasonable endeavours to deliver the Served Impacts displayed on the TVNZ Activate Platform at the time of booking. There is no guaranteed split of Served Impacts between media types (ie television and digital).

If, at the campaign end date, the total impacts delivered is within -10%/+10% of the Served Impacts, TVNZ will have met its obligations in relation to Served Impacts.

The campaign will end on the earlier of the campaign end date and the date the Served Impacts target is met.

Campaign performance statistics and other reporting information displayed on the TVNZ Activate Platform will be used to measure delivery and to calculate the amounts payable for a Campaign Booking, irrespective of whether other measurement means are also used (eg a third-party ad serving engine). Those statistics and reporting information are updated periodically (with television data updated daily) and are subject to any disclaimers or qualifications displayed in the relevant report or screen and may be delayed, incomplete or subject to revision. To the extent permitted by law, TVNZ makes no representation or warranty as to the accuracy, completeness, reliability, timeliness or availability of such information

Digital Only

Approval of material

Video provided to TVNZ to follow the CAB guidelines but does not require CAB approval.

The exception being video advertising promotions targeting children requires both CAB and TVNZ approval.

Advertising of Vaping products is not permitted across the TVNZ network.

Alcohol ads must include R18 on creative; it is the responsibility of the advertiser to ensure all ASA alcohol guidelines have been adhered to.

Instructions and material deadlines

Creative material to be emailed to your advertising contact at TVNZ, except where a TVNZ Ad Platform requires the material to be uploaded through that platform.

No pre-requisite to supply video via an official provider (Peach or Adstream).

All standard display creative material and video advertising (Standard Material) must be received by TVNZ at least three working days prior to the scheduled transmission date.

All video, whether third party or direct files, must meet the specifications below:

- MP4 file
- 1280x720 video resolution
- File size approximately 12-15mb (30" video)
- File size approximately 6-7mb (15" video)
- Required bit rate approximately 3000 kbps (Video) + 128kbps (Audio)
- Audio level -24 LKFS loudness

If the creative includes sensitive content, such as Alcohol, Adult, Violent, or Inappropriate content, then this must be made aware to your contact at TVNZ.

All rich media creative material which goes beyond the standard specs above such as interactive CTV creative must be received by TVNZ at least five working days prior to the scheduled transmission date. Please note that rich media creative concepts require content approval prior to building of the creative; please discuss the particular creative deadline with TVNZ prior to booking.

Personalised Advertising: Use of TVNZ's advertising personalisation solutions is subject to TVNZ approval (including over creative execution), and is not available for certain categories, products, or services. Please ask your account manager for details.

All VPAID creative material must be VPAID 2.0 compliant and contain only HTML elements (No flash).

Creative must playback and complete without user interaction (i.e., Ad loads, plays out, and content resumes without interaction). Interactive elements of the creative must have visible close buttons. Video content must auto resume after an interactive element has been closed (i.e., it does not require the user to hit play). All creative elements must exist within the video player window (excluding companion banners). Video Player controls must not be hidden, obscured, or modified by the creative. VPAID Creative must be targeted to Desktop only. All VPAID creative is

subject to TVNZ's approval prior to campaign launch. Please refer to the IAB VPAID specifications for more detail.

Campaigns that start late due to the late receipt of creative material will not be guaranteed a full delivery and may be billed for the full contracted amount.

Where the Advertiser is engaged in the Programmatic trading system, TVNZ shall not be liable for failure to comply with the requirements of loading the necessary material for the campaign as required in the Programmatic Trading System. Where advertising material is received late, the following late administration charges may apply.

Such charges are non-commission bearing and must be paid upon receipt of invoice in accordance with TVNZ's payment terms.

The acceptance of late material and instructions is at the absolute discretion of TVNZ.

MATERIAL INSTRUCTIONS	TIME RECEIVED PRIOR TO TRANSMISSION	LATE CHARGE
Standard material & material instructions (including replacement material and new instructions)	2 working days (12pm deadline)	$500+GST
	1 working day (12pm deadline)	$1,000+GST
Rich Media material (including replacement Rich Media material)	4 working days (12pm deadline)	$500+GST
	2-4 working days (12pm deadline	$1,000+GST

Rates

Unless otherwise agreed by TVNZ in writing, the rate charged will be according to TVNZ's current ratecard which, for bookings on a TVNZ Ad Platform, will be the rate displayed on the relevant TVNZ Ad Platform when the booking is submitted.

Forecast impressions, unique browsers and co-viewing reach are estimates only.

Rates do not include any form of client category exclusivity. If concerned, please check with your contact prior to booking.

The ratecard may be subject to immediate changes due to market and site fluctuations and special events. Any forward confirmed insertion orders will remain at the original rates at time of booking.

TVNZ+

DURATION	LOADING % OF 30SEC RATE
6 sec	50%
15 sec	100%
45 sec	145%
60 sec	180%
90 sec	220%
120 sec (Subject to TVNZ approval)	250%
180 sec (Subject to TVNZ approval)	300%

1 NEWS.CO.NZ

DURATION	LOADING % OF 15SEC RATE
6 sec (Mobile only)	55%

Insertion orders

All insertion orders are subject to availability and must be received in writing before a placement is made.

Pencil bookings must be confirmed at least 28 days prior to the commencement of the campaign.

Placement and positioning

The placement of material within the site is at TVNZ's discretion except where specifically agreed in writing.

No placement can be transferred to another party, resold or subcontracted without prior written agreement from TVNZ.

All placements are sold subject to availability.

Measurement of impressions and unique users

Impressions and unique browsers will be measured on TVNZ's trafficking system. A third-party ad serving engine may also be used but the impression count will not be recognised unless confirmed by TVNZ in writing.

For guaranteed impression campaigns, the campaign will cease once impressions are delivered (which may be prior to the end date of the campaign).

TVNZ's co-viewing is a way to measure audience reach on Connected TV (**CTV**) devices. TVNZ's co-viewing uses reputable third-party data sources with TVNZ's own data to determine the audience profiles watching via a CTV screen and predict the co-viewing audience who are likely to be watching through each profile.

TVNZ Audience Segments

We have a number of TVNZ Audience Segments available to help an Advertiser target how its Advertisements are transmitted on TVNZ+.

We do this using TVNZ's first party data that is collected when a user creates a TVNZ+ profile and uses TVNZ+ and 1News.co.nz, and other data sources including Nielsen CMI data.

We build each Audience Segment based on aggregated profiles to which similar demographics, characteristics, or behaviours are inferred, associated, or recommended, from that data.

We also offer Audience Segments derived from co-viewing insights, allowing Advertisers to target households or groups based on shared viewing behaviours.

Advertisers can book these services by placing a direct insertion order with TVNZ, or by making a programmatic booking.

Forecast impressions, unique browsers and co-viewing reach in Audience Segments are estimates only.

Cancellation policy

Cancellations must be advised in writing or, where the booking is made on a TVNZ Ad Platform, via that platform.

CONFIRMED IO	CANCELLATION FEE PAYABLE
Active Campaign	100%
5 days (inclusive) from start	100%
6-10 days (inclusive) from start	75%
11-28 days (inclusive) from start	50%
28+ days (inclusive) from start	0%

Audience Match Terms

HOW DOES IT WORK?

Audience Match is an advertising service TVNZ provides to help Advertisers use their first-party data to target or exclude existing customers, or customer segments, on TVNZ+.

It works like this:

1. The Advertiser or Agency, and TVNZ de-identify their customer first-party data (currently email addresses or Device IDs) by hashing that data in accordance with TVNZ's encryption instructions.
2. The Advertiser or Agency, and TVNZ, each ingest their selected de-identified first-party data into an approved third-party platform.
3. The third-party platform processes the hashed data to identify a segment of TVNZ+ first-party data that matches with Advertiser's first-party data (e.g., which TVNZ+ viewers are also customers of the Advertiser).
4. The third-party platform makes that matched segment available to TVNZ.
5. TVNZ uses that matched segment to provide the agreed targeted campaign to the Advertiser on TVNZ+.

By participating in Audience Match, the Advertiser and Agency agree to the following:

TVNZ APPROVAL

The use of Audience Match is subject to TVNZ's approval and requirements. For example, advertising campaigns will not be targeted to children or such other audience segments as determined by TVNZ. TVNZ will also determine the minimum segment size required to proceed with each Audience Match.

SHARED PLATFORMS AND APPROVED PROVIDERS

In order to participate in Audience Match, the Advertiser, and the Agency where applicable, must have a valid account with an online platform (**Shared Platform**) operated by a TVNZ approved third-party segment matching provider (**Approved Provider**). A list of Shared Platforms and Approved Providers is available upon request.

The Advertiser, and Agency where applicable, warrants that it will comply with all terms, conditions and requirements of the Shared Platform, and TVNZ's reasonable directions and guidelines in the implementation of the Audience Match services on the Shared Platform.

TVNZ will not be liable to the Advertiser or Agency for any loss or damage, or loss, corruption or unauthorised use of data, arising from the Advertiser's or Agency's use of the Shared Platform.

MATCHED DATA

The data that TVNZ receives via Audience Match will be limited to the hashed data that identifies a segment of TVNZ+ first-party data that matches with Advertiser's first-party data (**Matched Data**).

Email addresses will not be shared between TVNZ and the Advertiser or Agency. Hashed email addresses will be shared with the Approved Provider prior to releasing the Matched Data to TVNZ.

The Advertiser and Agency are not entitled to view or access the Matched Data. TVNZ will use the Matched Data only for the purposes of delivering the Audience Match services and the agreed campaign to the Advertiser unless TVNZ is required by law to use it for another purpose, or the Advertiser or Agency has provided

consent for TVNZ to use it for another purpose.

PRIVACY

The Advertiser and Agency warrant to TVNZ that:

(a) it will ensure that the use and disclosure of all personal information and data by the Advertiser and Agency, including the use by and disclosure to the Shared Platform, Approved Provider, TVNZ, or TVNZ's contractors, agents or suppliers for the agreed purposes of participating in Audience Match, complies with all applicable laws, including ensuring that any required consents have been obtained, and will not infringe any third-party rights;

(b) it has the requisite consents from all individuals it collects personal information from in order to disclose their personal information to TVNZ under the Privacy Act 2020 and that it has notified these individuals of the following matters:

- the fact that their information is being disclosed to TVNZ for the purpose of TVNZ's business including for targeted advertising;
- that their information has been collected by the Advertiser at its registered office;
- that their information will be held by TVNZ at 100 Victoria Street West, Auckland 1010, New Zealand; and
- of their right to access and correct their information; and

(c) in the event that the Shared Platform or Approved Provider is subject to a privacy or data breach, Advertiser and Agency will cooperate in relation to the management of the breach and, if required, the notification of the breach to the regulator or affected individuals as required by applicable law.

The Advertiser and Agency each agree that, for the purposes of Audience Match services, personal information may be stored and processed in New Zealand and may be transferred to other countries for storage or processing. It is the Advertiser's responsibility to ensure that any such transfers comply with the privacy law it is subject to (**Relevant Privacy Law**).

The Advertiser and Agency each agree that it is jointly liable under Relevant Privacy Law for the processing of personal information by TVNZ for the purposes of delivering the Audience Match services and for the processing of personal information within any Shared Platform.

For the avoidance of doubt and notwithstanding its relationship with the Advertiser, the Agency is directly liable to TVNZ in its own right for the obligations undertaken, and warranties given, by the Agency as described in these Audience Match terms.

Material management

All advertising material will be held by TVNZ for three months after the last transmission, except for customers outside New Zealand where it will be held for six months.

General Terms

These General Terms apply to all Advertisements with TVNZ.

1. CONFIRMATIONS

1.1. Advertiser warrants to TVNZ that all Advertising submitted to TVNZ:

a) does not contain anything which is defamatory, obscene, false or misleading, and complies with all relevant laws, Broadcasting Standards, Advertising Standards Authority Codes of Practice, and all other applicable codes and specific industry regulations and requirements;

b) does not infringe the rights of any third party, including without limitation intellectual property rights or rights of privacy, and the Advertiser holds all necessary rights, consents, licences and approvals to permit the publication, transmission, reproduction, distribution and use of the Advertising by TVNZ and its viewers in the manner contemplated herein;

c) will be free from defects and viruses, not contain any tracking mechanisms (for example cookies or tags) and comply with TVNZ technical requirements, and

d) can be broadcast, transmitted and/or published by TVNZ without TVNZ incurring any liability whatsoever.

1.2. The Advertiser shall indemnify and hold harmless TVNZ, its officers, and employees on demand from and against any and all claims, actions, proceedings, losses, liabilities, damages, demands, costs, and expenses (including reasonable legal expenses) suffered or incurred in relation to a breach of the warranties above. This indemnity survives broadcast, transmission, publication, or cancellation of the relevant booking.

1.3. Where an Agency is, or represents itself to TVNZ as, acting on behalf of an Advertiser in accordance with the activities contemplated herein, the Agency warrants that it has all necessary rights and authority to represent, act on behalf of, and bind, that Advertiser and shall indemnify and hold harmless TVNZ, its officers and employees on demand from and against any and all claims, actions, proceedings, losses, liabilities, damages, demands, costs and expenses (including reasonable legal expenses) suffered or incurred in relation to a breach of this warranty.

1.4. The Advertiser will give TVNZ at least 28 days' notice in writing (on a TVNZ approved template, signed by an authorised signatory of the Advertiser) if it disengages or changes any existing agency, or appoints any new agency, and will specify in that notice the products/services, media platforms and bookings applicable to the changing agency and the newly appointed agency, and the commencement and expiry dates of such changes and appointments. TVNZ will implement changes notified to it in accordance with this clause within 28 days of receipt, or as otherwise negotiated and agreed between TVNZ and the Advertiser. This clause will also apply to any changes in placement by TVNZ direct clients.

2. PAYMENT

2.1. Charges for:

a) accredited Agencies, must be paid no later than 2pm on the last working day of the month following the month in which the Advertising is broadcast, transmitted and/or published;

b) direct clients, must be paid by the 20th of the month following transmission; and

c) all other Agencies and Advertisers must be paid at the time of booking.

2.2. In the event a payment is not made by the due date, TVNZ may without prejudice to all its other rights:

a) charge interest on the sum outstanding, calculated daily at the rate of 5% per annum over the prevailing Bank of New Zealand prime overdraft rate from the due date until the date payment is received by TVNZ in full,

b) not accept further bookings from the Advertiser, and/or

c) charge the Advertiser all costs incurred by TVNZ in recovering payment (including debt collector fees or commissions, solicitors' fees and disbursements and TVNZ's own administration costs).

3. TVNZ'S RIGHTS

3.1. TVNZ may, at its discretion and without incurring any liability:

a) *Decline to accept:* decline to accept Advertising within a specific programme and/or within a section or page of a website, or refuse any Advertising;

b) *Change Bookings:* decline to commence, or to continue, transmitting any Advertising material, or advance or delay the date and time of transmission of any Advertising, or terminate an order for any Advertising;

c) *Change Terms:* change the Terms and Conditions at any time on notice;

d) *Offer Special Packages:* offer special packages which are subject to special terms and conditions that prevail over those in these Terms and Conditions, and

e) *Audit:* include an audit clause that gives TVNZ a right to conduct an audit of the Advertiser (or Agency) in any trading arrangement where there is a share commitment clause.

4. TERMS OF TRADE AGREEMENTS

4.1. *Inconsistency*: In the event of any conflict between these Terms and Conditions and a Terms of Trade Agreement, or such other trading arrangement, agreed between TVNZ and the Advertiser or Agency, these Terms and Conditions will apply (unless expressly agreed otherwise in the Terms of Trade Agreement or other trading arrangement).

4.2. *Benefits:* Once a new signed Terms of Trade Agreement (TOT) with TVNZ has been received the revised terms will be applied from the following week commencing date. Any new benefits will not be applied retrospectively. Benefits that remain unused on expiry of a TOT will not be rolled over into a new contractual period. For an Advertiser to receive benefits under another party's TOT, that Advertiser must be at least 50% owned by the contracting party to that TOT.

4.3. *Production Funding:* All production funding arrangements will be payable as net net and do not contribute to an Advertiser's existing TOT in relation to cash volume but will contribute in terms of share.

5. ADVERTISING MATERIAL

5.1. *Right to Use:* The Advertiser, or Agency on its behalf, grants TVNZ the right to use, broadcast, transmit, publish and/or reproduce all Advertising and related material it provides to TVNZ, on TVNZ's network and platforms, and for the purposes contemplated herein, including through TVNZ's contractors, agents and suppliers.

5.2. *TVNZ Presenters:* Where a TVNZ presenter features in an advertisement, a script and/or creative concepts must be presented to TVNZ for approval prior

to production. The advertisement cannot be placed within or adjacent to a programme in which the TVNZ presenter features. TVNZ will not allow its presenters from children's programming to appear in advertisements targeted at children. TVNZ adheres to a strict Conflict of Interest Policy and TVNZ presenters are required to obtain TVNZ sign-off prior to them accepting a commission to appear in an advertisement.

5.3. *Creative Material:* All rights, title and interests in all creative material developed by TVNZ, will vest in TVNZ, unless otherwise expressly agreed in writing. The Advertiser, or Agency, has no rights to use any TVNZ creative material, property or intellectual property rights, unless expressly agreed in writing by TVNZ.

5.4. *Competitor Advertising:* Where a presenter or the content in an advertisement is, or would reasonably be expected to be, associated with or align with a competitor of TVNZ, placement on TVNZ platforms must be approved in advance by TVNZ management. TVNZ reserves the right to not accept this advertising.

6. CONFIDENTIALITY

6.1. Each party will keep confidential all negotiations, and terms and conditions agreed, with the other party in relation to the activities herein, and all information it receives from the other party concerning the business, trading information, cash spends, share, volume commitments, expenditure, strategy, rates, pricing, finances, technology and affairs of that other party (**Confidential Information**), and will not disclose any Confidential Information to any person except where required to by law (provided it takes reasonable steps to try to prevent or limit the disclosure), and will only use Confidential Information for the purposes necessary to carry out its obligations agreed herein. Should the Advertiser or its Agency breach this clause, TVNZ may cancel any trading agreement between TVNZ and the Advertiser, and the Advertiser will reimburse to TVNZ the value of the discount the Advertiser received under such trading agreement(s).

7. LIABILITY

7.1. TVNZ's sole liability to any Advertiser and/or Agency for any and all losses or damages arising under the arrangements contemplated herein, including for any failure by TVNZ to broadcast, transmit or publish an Advertisement or failure to deliver to a guarantee commitment, and provided always that such loss or damage is not due to any fault or breach of the Advertiser or Agency, will be, at TVNZ's option, to either: (a) provide a make good to the Advertiser (ie transmit the Advertisement at a later time, which may be after the end date of the original campaign, and/or on a different TVNZ platform or channel to the one booked), or (b) refund the monies paid in advance, and cancel any further amounts due, by the Advertiser in respect of the particular Advertisement(s). In no event will TVNZ be liable to any Advertiser or Agency for any indirect or consequential loss, and direct or indirect loss of profits, business, revenue, goodwill or economic loss of any kind, or loss of data, howsoever arising.

7.2. Without prejudice to clause 7.1, in the event TVNZ is found liable under arrangements contemplated herein for damages or losses suffered by the Advertiser or its Agency, the maximum liability of TVNZ shall be limited in aggregate to the net fees received by TVNZ from the Advertiser in relation to the particular Advertisement under which the liability arose.

7.3. TVNZ shall not be liable for any breach of its obligations herein that arise due to any event beyond TVNZ's reasonable control, including an act of God, national emergency, earthquake, fire, war, civil disturbance, epidemic, strike, riot, acts of government, act of terrorism or cyber terrorism, explosion, a power, mechanical or electrical failure, or nuclear or unavoidable accident.

8. GENERAL

8.1. *Assignment:* The rights and obligations of the Advertiser or Agency herein (including benefits, airtime or placements) may not be transferred, assigned, resold or subcontracted to any third party without TVNZ's prior written consent.

8.2. *Waiver:* No waiver of any breach of these Terms and Conditions is effective unless in writing and signed by both parties.

8.3. *Severability*: If one or more provisions of these Terms and Conditions are declared invalid or unenforceable, the remaining provisions will not be affected and will continue in full force and effect.

8.4. *NZ Law*: These Terms and Conditions are governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

9. TVNZ AD PLATFORM TERMS

9.1. When you register for, and each time you access or use, a TVNZ Ad Platform, you acknowledge that you have read, understood, and accepted these platform terms and all applicable Terms and Conditions (see the applicable sections table at Appendix 1) and agree to be bound by them in respect of your use of the TVNZ Ad Platform. Where a TVNZ Ad Platform requires you to confirm your acceptance of these Terms and Conditions at registration, you must do so before you can use that TVNZ Ad Platform.

9.2. Advertisers and Agencies must ensure that all information provided on a TVNZ Ad Platform is correct and up to date. If any details are changed during the use of the TVNZ Ad Platform, Advertisers and Agencies agree to keep their details updated.

9.3. It is the responsibility of Advertisers and Agencies to keep their login and password safe and secure. Login credentials must not be shared, and each login must only be used by the individual to whom it is issued. Advertisers and Agencies must promptly request that TVNZ remove any user who no longer requires access. Advertisers and Agencies are responsible for all bookings, instructions, requests and actions submitted using their login credentials.

9.4. Any booking, instruction, request or other action submitted through the TVNZ Ad Platform using an Advertiser's *or* Agency's login credentials will be deemed to have been authorised by that Advertiser or Agency. TVNZ may rely on and act upon any such booking, instruction, request or action.

9.5. If an Advertiser or Agency believes that its login credentials may have been lost, disclosed or used by someone else, or becomes aware of any suspected unauthorised access to, or security incident affecting, a TVNZ Ad Platform, it must notify TVNZ at *clientinfo@tvnz.co.nz* as soon as possible and change its password immediately.

9.6. All intellectual property rights in a TVNZ Ad Platform, including its software, content, data, functionality, trade marks and branding, remain owned by TVNZ or its licensors. Advertisers and Agencies are granted a limited, non-exclusive, non-transferable, revocable right to access and use a TVNZ Ad Platform for the purpose of making and managing bookings with TVNZ through that TVNZ Ad Platform.

9.7. Advertisers and Agencies must not:

a) copy, reproduce, distribute, sell or make available to any third party any reports, audience information, pricing information or other data obtained through a TVNZ Ad Platform except as permitted by TVNZ;

b) attempt to access any information, account or functionality that they are not authorised to access;

c) use any automated means (including any robot, spider or scraper) to access, monitor or extract data from a TVNZ Ad Platform, or copy, modify, reverse engineer or attempt to derive the source code of a TVNZ Ad Platform; or

d) interfere with, disrupt or circumvent, or attempt to interfere with, disrupt or circumvent, the operation, integrity or security of a TVNZ Ad Platform.

9.8. Advertisers and Agencies agree to indemnify TVNZ against any claims, losses, liabilities, costs and expenses arising from unauthorised use of their login credentials or misuse of a TVNZ Ad Platform by any person on their behalf (such as an employee) or using their login credentials.

9.9. Advertisers and Agencies are responsible for ensuring that their systems, networks and devices are suitably protected against viruses, malware and other security threats and must not introduce any viruses, malware or other security threats to or via a TVNZ Ad Platform.

9.10. TVNZ may rely on information submitted through a TVNZ Ad Platform and is not responsible for losses arising from inaccurate, incomplete or outdated information provided by an Advertiser or Agency.

9.11. TVNZ reserves the right to suspend, limit, cancel or disable an Advertiser's or Agency's access to a TVNZ Ad Platform without prior notice if:

a) TVNZ reasonably believes that the Advertiser or Agency has breached any of these Terms and Conditions;

b) TVNZ considers it necessary or desirable to address or mitigate technical or security issues;

c) there is a prolonged period of inactivity in an Advertiser's or Agency's use of a TVNZ Ad Platform;

d) TVNZ is requested to do so by a government or law enforcement agency; and/or

e) the Advertiser or Agency fails to provide accurate account information or it is otherwise considered reasonably necessary by TVNZ at its sole discretion.

9.12. TVNZ may modify, update, remove, replace or otherwise change any aspect of a TVNZ Ad Platform, including its functionality, features, content, inventory availability, user interface and booking processes, at any time without notice.

9.13. Suspension, limitation, cancellation or disabling of access to a TVNZ Ad Platform does not affect any booking already made, or any amount already payable, by the Advertiser or Agency, and the applicable cancellation terms continue to apply to those bookings.

9.14. To the extent permitted by law, TVNZ excludes all liabilities (including in contract, for negligence or otherwise) for any loss, damage (whether direct or consequential), costs or expenses suffered by an Advertiser or Agency or claims made against them in connection with, however caused by:

a) an Advertiser's or Agency's use of a TVNZ Ad Platform;

b) any lack of availability, interruption, delay in operation, virus, internet access difficulties, or equipment malfunction in relation to a TVNZ Ad Platform;

c) any failure to provide a TVNZ Ad Platform; and/or

d) an Advertiser's or Agency's use or reliance on any information provided in relation to a TVNZ Ad Platform.

9.15. Access to all or part of a TVNZ Ad Platform may be unavailable from time to time due to scheduled maintenance, upgrades or technical issues.

9.16. A TVNZ Ad Platform may contain links to third-party websites or services. TVNZ does not endorse, control or accept responsibility for any third-party content, products or services.

9.17. TVNZ makes no warranty that a TVNZ Ad Platform will be uninterrupted, error-free or free from defects in design or engineering. There may be delays, omissions and interruptions in the availability of a TVNZ Ad Platform. To the extent permitted by law, all warranties, conditions and representations about or in relation to a TVNZ Ad Platform are excluded.

9.18. The privacy policy applicable to your use of a TVNZ Ad Platform can be found https://corporate.tvnz.co.nz/privacy-policy and will apply to any of your personal information that is collected, disclosed and/or used by TVNZ through a TVNZ Ad Platform.

9.19. Some TVNZ Ad Platforms are provided by third parties, or incorporate third party platforms and systems. To ensure that TVNZ can comply with its obligations to these third-party providers, Advertisers and Agencies must comply with any TVNZ and/or third-party policies, guidelines or directions in respect of the use of these platforms which may be made available to the Advertiser or Agency from time to time.

9.20. TVNZ Activate Platform Terms

a) These terms apply in addition to the TVNZ Ad Platform terms above, in relation to an Advertiser or Agency's use of the TVNZ Activate Platform.

b) Advertisers and Agencies are required to be onboarded before placing a booking on the TVNZ Activate Platform. TVNZ will undertake its usual onboarding process at its discretion.

c) An Advertiser or Agency using the TVNZ Activate Platform must nominate one administrator, through whom all requests to add or remove users must be submitted to TVNZ. TVNZ will create and maintain user logins, and each user's level of access to information on the TVNZ Activate Platform will be determined by the assigned login type.

Appendix 1

MEDIA TYPE	TERMS THAT APPLY
Television	Television / Total TV General Terms
Digital	Digital Only General Terms
Total TV	Television / Total TV Total TV General Terms

Appendix 2

New Zealand Sales Offices

AUCKLAND

TVNZ Television Centre
100 Victoria Street West
PO Box 3819
Auckland 1140

+64 9 916 7000

WELLINGTON

86-90 Lambton Quay
PO Box 1752
Wellington 6011

+64 4 914 5095

CHRISTCHURCH

31 Dundas Street
Christchurch
Central
PO Box 1945
Christchurch 8011

+64 3 961 8585

Australian Sales Offices

AUSTRALIA

Motto is TVNZ's advertising sales representative in Australia.
info@mottogroup.com.au

Cameron Knight
Market Lead
Cameron@mottogroup.com.au
+61 448 434 712