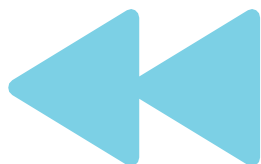
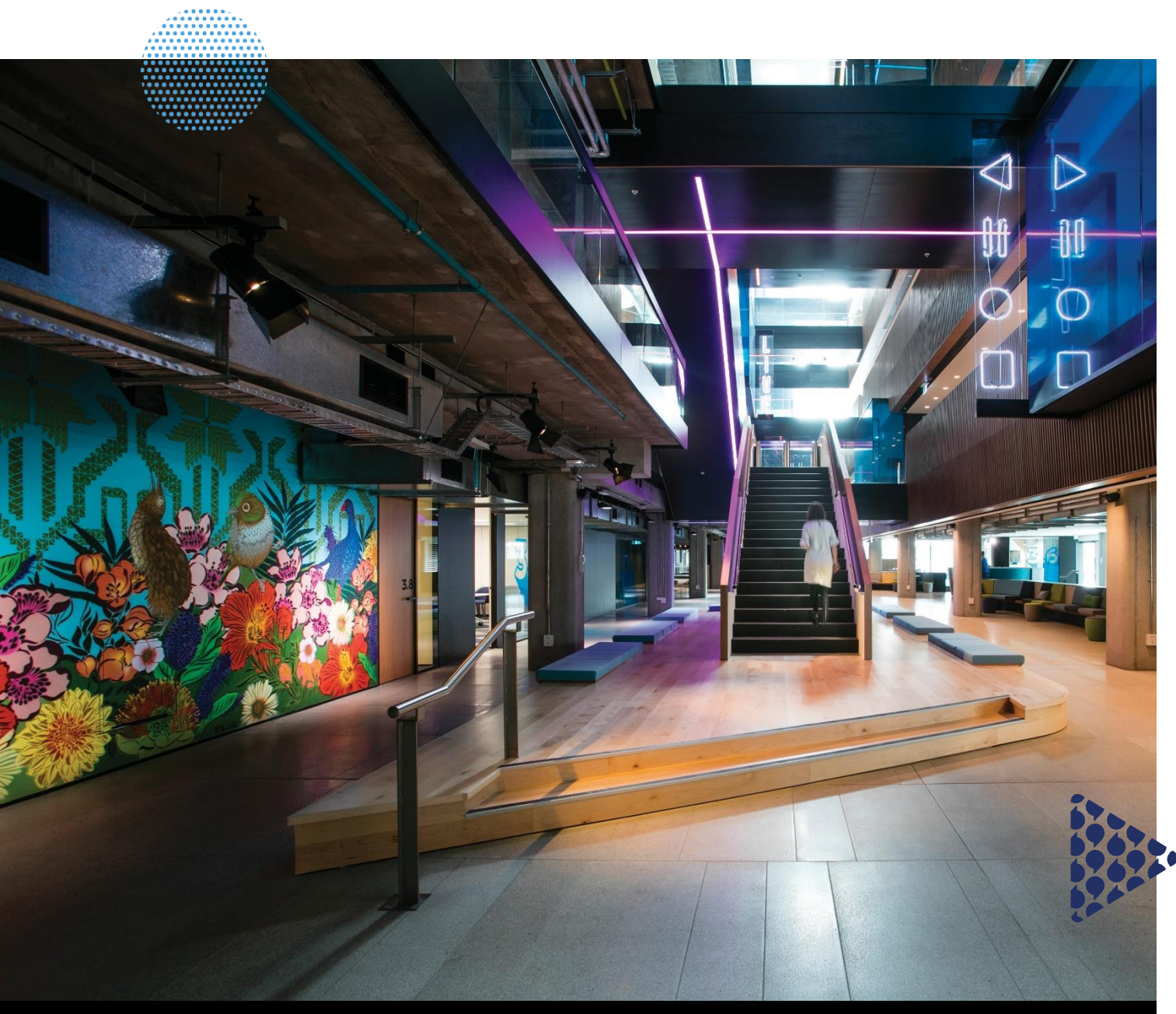


Advertising Terms Conditions &

EFFECTIVE FROM 17 APRIL 2023





The Advertising Terms and Conditions below apply to all television and digital bookings made with TVNZ on or from 17 April 2023. If you made a booking for an Advertisement with TVNZ prior to 17 April 2023, the previous version of the TVNZ Terms and Conditions will apply to that booking (as available <https://sales.tvnz.co.nz/resources>).

These Advertising Terms and Conditions (the **Terms and Conditions**) apply to all television and digital bookings for TVNZ advertising material to be Transmitted by TVNZ (**Advertisements** or **Advertising**). When an advertiser (**Advertiser**), or third party acting on behalf of an Advertiser (**Agency**), places a booking with TVNZ for advertising services, 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.

Television

Consolidated Trading Demographics

TVNZ will trade with Advertisers on the following commercial demographics.

For all bookings Advertisers must nominate at least one recognised Trading Demographic below:

NATIONAL TRADING DEMOGRAPHICS

AP 5-12	Females 18-49, Males 18-49
AP 10-19	Females 25-54, Males 25-54
AP 15-29	Females 40-64, Males 40-64
AP 15-39	Females HHS 25-49
AP 18-39	Females 18-49 w/kids 0-9
AP 18-49	HHS 20-44
AP 25-54	HHS 25-54
AP 40-64	HHS w/kids 0-14
AP 55+	Homeowners 25-54
Females 15-34, Males 15-34	All 25-54 HHI \$60k+
Females 18-39, Males 18-39	All 25-54 SE 1-3
	Maori & Pacific Islanders

AUCKLAND TRADING DEMOGRAPHICS

AP 18-39	AP 25-54 HHI \$60k+
AP 18-49	Females 25-54
AP 25-54	Homeowners 25-54
AP 40-64	

Variable duration Advertisement Rates

Durations over 30 seconds are only available nationally or on application regionally.

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

Television

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

Any duration over 120" by negotiation (national only)

* single short duration placement on application

Fixed Break & Fixed Position within Break

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	5%	
Fixed position in break	10%	Excludes TFIB or TLIB
True first or true last in break*	20%	
Solus break**	Ratecard (minimum 60 seconds)	No discounts apply

*TFIB/ TLIB

On request prior to booking & subject to availability.
 Placement of a station ident (2") pre/post advertisement.
 National placement only.
 No fixed in break or fixed position available on Duke.

Television

****SOLUS**

On request prior to booking & subject to availability. Placement in the junction between programmes will be charged at the ratecard of the highest rate of the programme on either side of the solus break.

Placement of station ident (2") pre and post advertisement.

No Fixed Break or Fixed positions available on Duke.

Regional advertising

Available on TVNZ 1 only.

Playout at the end of selected commercial advertising breaks.

A maximum of 30 second duration can be booked for one spot within a regional break. Longer durations subject to negotiation.

No fixed in break or fixed position available. No double spotting available.

All viewers of SKY HD Satellite and TVNZ's Plus 1 stations receive the Auckland breakout.

REGION	% OF NATIONAL RATE
Auckland	70%
Waikato	20%
Central	25%
Southern	25%

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.

Television

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 date) 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

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.

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.

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).

Television

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.

Breaking out national spots to regional

National spots on TVNZ1 can only be broken out to regional spots if all regions are purchased. A regional loading will apply to each regional spot.

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 rate card, 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.

Television

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 (National and Auckland) will also be broadcast one hour later on any Plus 1 stations. No Waikato, Central and Southern Plus 1 payout.

Guaranteed audience delivery for TV

TVNZ may enter into commitments to guarantee audiences on conditions and at a cost, to be agreed between TVNZ and Advertiser. TVNZ will only agree to guarantee audience on negotiation, and only based on CPT/CPM, peak/off peak ratio and acceptance of double spotting within any one programme. Spot placement at the discretion of TVNZ. TVNZ does not commit to, or agree to, any guarantees based on other conditions or requirements including environment, zone restrictions, reach & frequency and buying strategies. If TVNZ delivers within -10%/ +10% of an agreed guarantee commitment, TVNZ will have met its obligations in relation to meeting that commitment.

Conditions for Commercial Broadcast

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 into 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 Agent.

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

Television /Digital

Approval of material

TELEVISION

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

DIGITAL

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.

Instruction and material deadlines

TELEVISION

Material instructions shall be delivered to TVNZ at least three working days prior to the first scheduled broadcast of the commercial.

Material instructions to be delivered to TVNZ via Telecopy 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 by electronic delivery via Peach 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/Agent will only be made at TVNZ's sole discretion and primarily only for legal reasons.

Television /Digital

DIGITAL

Creative material to be emailed to your advertising contact at TVNZ.

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 (such as floating layers and any customisation of the site) (Rich Media Material) 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.

Television /Digital

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	CHARGE
TELEVISION		
Material instructions (including replacement material and new instructions)	2 working days (12pm deadline)	\$500 + GST
	1 working day (12 pm deadline)	\$1,000 + GST
DIGITAL		
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

Material management

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

Digital Only

Rates

The rate charged will be according to the current ratecard unless agreed in writing by TVNZ.

Forecast impressions and unique browsers 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 250% approval)	
180 sec (Subject to TVNZ 300% approval)	

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.

Digital Only

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

Forecast impressions and unique browsers in Audience Segments are estimates only.

Cancellation policy

Cancellations must be advised in writing.

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%

Digital Only

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/device IDs (as applicable) will not be shared between TVNZ and the Advertiser or Agency. Hashed email addresses/device IDs (as applicable) will be shared with the Approved Provider prior to releasing the Matched Data to TVNZ.

Digital Only

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 contactors, 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; and
- (b) 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.

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, licenses 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 virus, 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.

General Terms

2. PAYMENT

- 2.1. Payment for the transmission of Advertising by:
- a) accredited agencies, must be made 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, and
 - b) direct clients, by the 20th of the month following transmission
- 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 (iii) 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 transmitting 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
 - 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 Advertising Terms and Conditions and a Terms of Trade Agreement, or such other trading arrangement, agreed between TVNZ and the Advertiser or Agency, these Advertising 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.

General Terms

- 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.
- 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).

General Terms

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 (i.e. transmit the Advertisement at a later time, 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 Advertising Terms and Conditions is effective unless in writing and signed by both parties.
- 8.3. *Severability*: If one or more provisions of these Advertising 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 Advertising 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.

Appendix

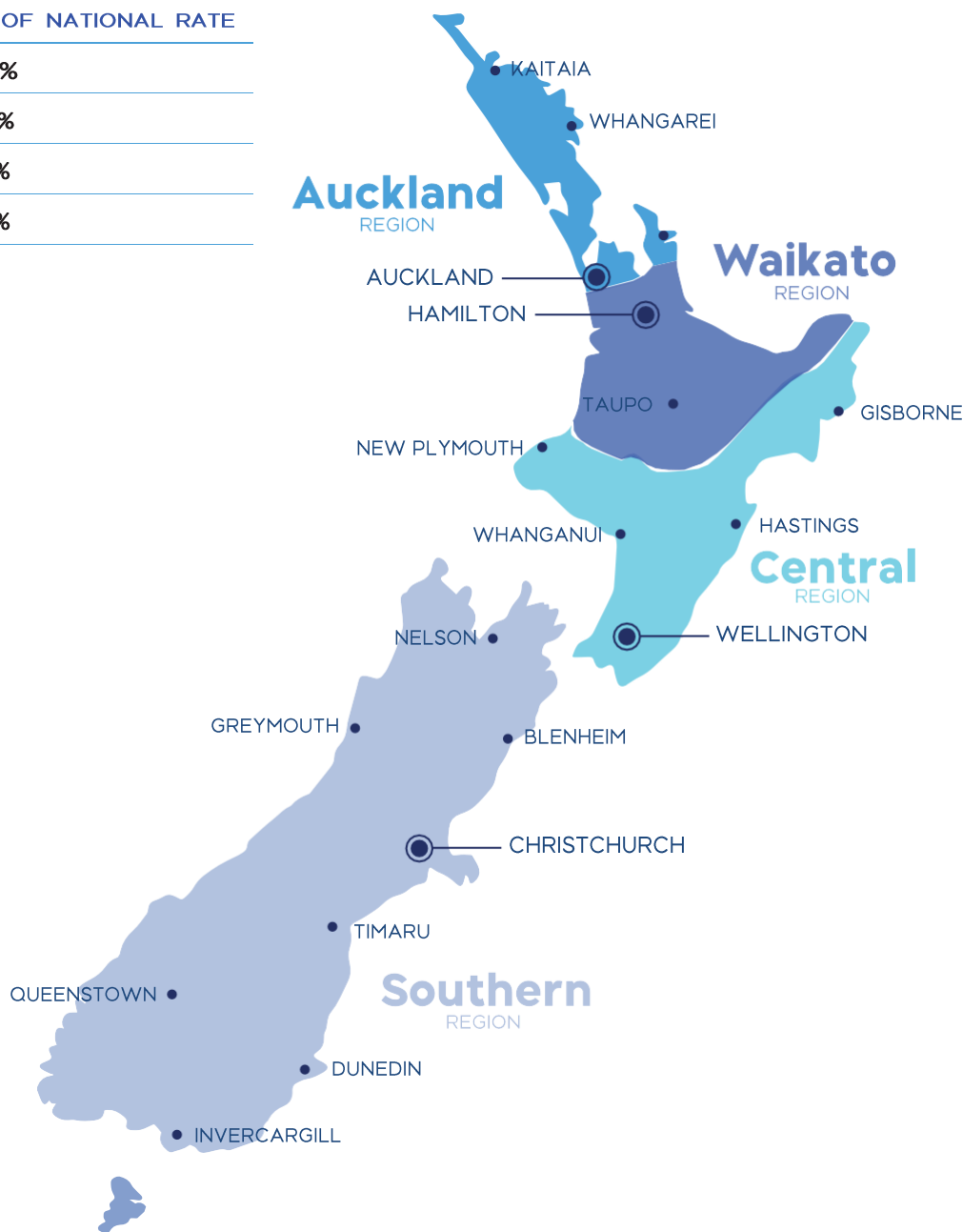
Regional television advertising with TVNZ

Regional advertising is available on TVNZ 1 only.

All viewers of SKY HD (MySky) Satellite and TVNZ's plus1 stations receive the Auckland breakout.

PERCENTAGE OF NATIONAL RATE

REGION	% OF NATIONAL RATE
Auckland	70%
Waikato	20%
Central	25%
Southern	25%



Appendix

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

Billy Girdwood
Operations Lead
Billy@mottogroup.com.au
+61 423 106 601