

MCN GENERAL TERMS AND CONDITIONS

This is a legally binding agreement between the party specified in the Booking Order or Insertion Order (**you**) and Multi Channel Network Pty Limited (ABN 72 077 436 974) (**MCN** or **us**) setting out the terms and conditions upon which we will supply the Services to you.

Formation of Agreement

- 1.1 You accept and become bound by this Agreement by executing the Booking Order/Insertion Order, or by emailing or writing to us to accept this Agreement, or by booking Advertisements through a Programmatic Platform, or asking us to book Advertisements in a Booking Order, whichever occurs first.
- 1.2 This Agreement consists of the:
 - (a) Schedule (as applicable);
 - (b) Booking Order or Insertion Order (as applicable); and
 - (c) General Terms and Conditions.
- 1.3 This Agreement sets out the terms and conditions on Advertisements are placed, booked, confirmed, published, uploaded, made available, produced and/or aired on MCN Media.
- 1.4 For the purpose of resolving any inconsistency between the documents specified in clause 1.2, the order of precedence is the same as the order listed in clause 1.2.

2. Term and Termination

- 2.1 This Agreement starts on the date you accept this Agreement in accordance with clause 1.1 and continues for the Term (if any) or until terminated in accordance with this Agreement.
- 2.2 We may terminate this Agreement by written notice if:
 - (a) you fail to remedy a material breach, including without limitation a failure to make a payment when due, within 5 days of a notice from us requiring you to do so; or
 - (b) you become insolvent, are wound up or a receiver or creditor is appointed over any part of your business.
- 2.3 If this Agreement is terminated in accordance with clause 2.2, you must pay all amounts owing to us up to the termination date, including any reasonable costs incurred by us as a result of the termination of this Agreement (including third party cancellation fees and administrative costs).

3. Your obligations

- 3.1 You must:
 - (a) ensure that the Content is not defamatory, racist, unlawful, abusive, immoral, offensive, pornographic or objectionable and otherwise complies with any written guidelines that we provide you and all applicable laws, regulations and codes of practice;
 - (b) provide the Content to us within the timeframes specified in this Agreement;
 - (c) obtain all consents for us to use and reproduce the Content for the purpose of performing our obligations under this Agreement; and
 - (d) keep the terms of this Agreement, including the Rates, Fees and charges payable by you under this Agreement, strictly confidential and disclose it only to your directors, officers, employees, contractors and clients who need to know this information for the purpose of performing your obligations under this Agreement.

- 3.2 You must not:
 - (a) provide any Content that infringes a third party's intellectual property rights; or
 - (b) breach any applicable laws, regulations and codes of conduct, including the Competition and Consumer Act (Cth) 2010 and the Fair Trading Acts in each State.
- 3.3 You acknowledge that we have the right, at our sole discretion, to refuse to place or remove any Content or cancel any Advertisement we consider to be non-compliant in any way.
- 3.4 If you enter into this Agreement to book Advertising on behalf of an Advertiser, you represent and warrant that you have all necessary rights to book the Activity, and you and the Advertiser will be jointly and severally liable under this Agreement.

4. Payment

- 4.1 In consideration for the placement of Advertising on MCN Media you must pay us the Fees.
- 4.2 We will send you a tax invoice for Advertisements booked.
- 4.3 You must pay each tax invoice by the due date specified in the tax invoice, and we may require you to pay the relevant invoice before placing the relevant Advertisements.
- 4.4 Unless specified otherwise, the Fees are exclusive of GST. If GST is payable on any supply made by us, you must pay an additional amount equivalent to the GST when that payment to us is due.
- 4.5 If you fail to pay an invoice when it is due, we may charge interest on the overdue amounts at 2% per annum above the corporate overdraft rate of the Commonwealth Bank of Australia.
- 4.6 We have the right to suspend, remove or cancel any Advertisement, and not place any further Advertisements, if:
 - (a) you are in breach of this agreement, including any failure to pay our invoice and/or any interest or other amount when it is due;
 - (b) we have asked you to complete a credit application form and you have not returned a completed form to us by the time required by us; or
 - (c) your credit application is not approved.

5. Liability

- 5.1 Neither We nor any Media Provider will be liable to you for:
 - (a) any costs, expenses, claims or liability suffered or incurred in respect of the communication of any Advertisement, including the alteration, delay or omission of a communication, whether it occurs by negligence, mistake, communication failure or otherwise, or as a result of us or a Media Provider complying with your directions;
 - (b) any loss of profit, loss of revenue, loss of data and/or loss of business opportunities in respect of the communication of any Advertisement, including the alteration, delay or omission of a communication; or
 - (c) any indirect or consequential loss arising in connection with this Agreement.
- 5.2 You agree not to bring or be party to any claim against us, our Media Providers or any officer, employee or agent of the same in relation to the communication of any Advertisement, including the alteration, delay or omission of a communication.
- 5.3 The Competition and Consumer Act 2010 and similar State and Territory legislation may confer rights and remedies on you in

relation to this Agreement which cannot be excluded, restricted or modified ('**Non-excludable Rights**'). We and our Media Providers do not exclude any Non-excludable Rights but do exclude all other conditions and warranties implied by custom, law or statute. To the full extent permitted by law, our liability and that of our Media Providers for breach of implied warranties, conditions or undertakings which cannot be excluded is limited, in the case of goods, at our or our Media Provider's option, to (a) the replacement of the goods or the supply of equivalent goods, (b) the repair of such goods, (c) the payment of the cost of replacing the goods or of acquiring equivalent goods, or (d) the payment of the cost of having the goods repaired, and in the case of services, at our or our Media Provider's option, to (a) the supply of the services again or (b) the payment of the cost of having the services supplied again.

- 5.4 Neither we nor any Media Provider shall have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond our control or that of our Media Providers affecting production or delivery in any manner.
- 5.5 You indemnify us, our Media Providers and any officer, employee or agent of the same (together, '**Indemnified Parties**') against all third party claims, demands, damages, costs, penalties, suits and liabilities of any nature howsoever caused whether by negligence or otherwise incurred by an Indemnified Party, or which may be incurred by an Indemnified Party arising out of the communication (including the alteration, delay or omission of a communication) of an Advertisement, or your own breach or non-performance of any warranty or other term of this Agreement.
- 5.6 The aggregate liability of us and our Media Providers together in connection with this Agreement, whether based upon warranty, contract, statute or tort (including negligence), will not exceed the Fees paid to us in relation to the Advertisement(s) to which the cost, expense, claim or liability relates.

6. Advertisements

- 6.1 The Advertisements for MCN Online will be set out in the Insertion Order and Billing Split.
- 6.2 The Advertisements for MCN TV, MCN Mobile and/or MCN Interactive will be set out in the Proposal, Media Booking Report, E-prop or Tango. The Advertisements for MCN New Media will be set out in a format provided by us.
- 6.3 The Advertisements for Booking Orders made through Programmatic Platforms, or in respect of MCN New Media and/or MCN OOH will be set out in a format provided by us.

7. Content

- 7.1 You must provide the Content to us that meets the specifications that we provide to you by no later than 3 Business Days prior to the start date of the Campaign, as specified in the Insertion Order, Proposal, Media Booking Report or as otherwise advised by us from time to time by sending it in accordance with delivery methods and locations as listed on our Website.
- 7.2 You must not:
- (a) upload or make available any Content that contains viruses or any other computer codes, files or programs designed

to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment;

- (b) insert any tags, codes, cookies or other data tracking or collection devices into the Content for the purpose of re-targeting users on a third party site; or
- (c) for any Internet Streaming Service, change or substitute any Content or Advertisement for a Campaign without notifying us; or
- (d) supply Content that does not meet the standard broadcast quality requirements in line with the technical specifications listed on our Website.

7.3 You acknowledge and agree that:

- (a) if you fail to provide the Content to us in accordance with clauses 7.1 and 7.2, we are not obliged to deliver the target Projections/Page Impressions and we may reduce (on a pro-rata basis) the target Projections/Page Impressions by the time of your delay. Nonetheless, you must still pay the Fees applicable to the total Campaign;
- (b) all Content will be deleted 90 days after last transmission date, unless otherwise agreed (subject to a maximum extension period of 90 further days only);
- (c) MCN TV broadcasts on a national basis. Unless otherwise specified and agreed to by us at the time of booking, Advertisements will be placed in accordance with Australian eastern standard time (AEST);
- (d) where your Advertisements have been distributed on an MCN Channel which also has Time-Shifted Channel equivalent, all Advertisements are placed according to the time of the primary MCN Channel; and
- (e) for MCN TV, we will use reasonable endeavours to avoid placement of same product category Spots within the same break. We consider placement of more than one Spot of the same product category within a break with a separating non-competitive Spot of any duration not to be a product confliction, and therefore not subject to Makegood.

7.4 You acknowledge and agree that MCN may collect and use non-personally identifiable personal information of users of MCN Media to enhance its services.

8. Fees for Activity

- 8.1 We will charge you for an Activity in accordance with the Rates outlined in the Booking Order.
- 8.2 We will supply you with a base rate card which sets out our standard annual rates where applicable
- 8.3 We reserve the right to adjust the base rate card at any time to reflect seasonal adjustments based on fluctuations in the market, including as to audience and subscriber growth. We will give you reasonable notice of any such adjustments prior to any Campaign being approved by you, with the exception of Special Advertisements.
- 8.4 For MCN TV, the base rate card is based on 30 second units, and applicable Fees will be calculated in accordance with the length of Advertisements as follows:

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

8.5 You will:

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

9. Fees for Special Advertisements

- 9.1 Discounts do not apply to Special Advertisements.
- 9.2 Unless otherwise agreed, all Production Costs for Special Advertisements are fully agency commissionable.
- 9.3 You will pay all out-of-pocket expenses and disbursements which we incur in preparing and delivering the Special Advertisements.

10. CPM

- 10.1 You acknowledge that our ability to deliver CPM is subject to audience delivery variations across all Activity. We will use our reasonable endeavours to maintain CPM within a 10% tolerance of the CPM specified in the Booking Order.
- 10.2 You acknowledge and agree that:
 - (a) for MCN TV, CPM and CPT are interchangeable for the purpose of this Agreement, unless otherwise stated;
 - (b) for MCN TV, CPM is based on the OzTAM National STV audience panel unless otherwise agreed with you at the time of booking and will be measured according to 15 minute average positions using consolidated ratings data;
 - (c) CPM delivery does not apply to Special Advertisements;
 - (d) CPM delivery applies to the overall Campaign and is reviewed by platform, not each individual MCN Channel, Website, Spot or Display;
 - (e) for MCN TV, we will use all MCN Channels and any day part splits to achieve CPM delivery;
 - (f) for MCN Online, we will use the websites or assets as specified on the Website from time to time, for CPM delivery;
 - (g) for MCN Online, if an existing advertisement format is removed or replaced, we will use alternative advertisement formats to deliver the CPM; and
 - (h) the Production Costs will not be included in the calculation of CPM.
 - (i) for Dynamic Bookings;
 - (i) the booking is audience-based (based on CPM only, not CPT);
 - (ii) the Fees are bulk billed;

- (iii) spot placement is fluid – that is, spots are not fixed and will move across MCN TV to deliver agreed audience objectives – and is final only when invoiced, with channel and time information included within the invoice;

- (j) for bookings placed through a Programmatic Platform:
 - (i) the booking is audience-based (based on CPM only, not CPT);
 - (ii) the booking will be tentative until confirmed by MCN; and
 - (iii) spot placement is fluid – that is, spots are not fixed and will move across MCN TV to deliver agreed audience objectives – and is final only when invoiced, with channel and time information included within the invoice.

(k)

11. Makegood

- 11.1 You are liable for the Fees irrespective of whether you consider the CPM has not been met, or there has been an error, alteration or omission in the Activity, and irrespective of whether any of the foregoing was or was not caused by the act or omission of MCN, its Media Providers or their respective officers, employees or agents, communication failure or otherwise. Your exclusive remedy in respect of a failure to deliver the CPM in accordance with clause 10 is Makegood, which we will use reasonable endeavours to achieve.
- 11.2 Makegood is subject to our placement discretion, programme and channel availability and will be booked within the current or next Campaign.
- 11.3 Makegood will not be given for, and cannot be used for, any Special Advertisements.
- 11.4 You acknowledge and agree that we will not provide any refunds or credits in relation to a Makegood.

12. Cancellations

- 12.1 If you wish to cancel a booked Activity, you must notify us in writing:
 - (a) at least 6 weeks before the date on which the Activity is scheduled to transmit with MCN TV, MCN Mobile, MCN Interactive and/or MCN New Media; or
 - (b) at least 30 days before the date on which the Activity is scheduled to be placed on MCN Online.
- 12.2 If you cancel within the timeframe set out in clause 12.1, we will delete the Booking Order and you will not be charged for the Activity.
- 12.3 If you do not cancel within the timeframe set out in clause 12.1, we will:
 - (a) Delete and Charge you for the Activity. You may re-allocate the Deleted and Charged funds and re-book such Activity subject to:
 - (i) our programme and channel availability;
 - (ii) the Activity having no placement guarantee; and
 - (iii) the Activity being re-booked within 12 months of the date on which we process the Delete and Charge,

OR

(b) allow you to transfer the Activity to another brand or product for the same Advertiser, provided:

(i) for MCN TV, the Spots and Rates on specific channels are maintained; and

(ii) for MCN Online, the Page Impressions and Rates on specific digital assets and websites are maintained.

12.4 You acknowledge and agree that once booked Special Advertisements are 100% firm and cannot be cancelled.

13. Multiview Data

13.1 To the extent that Multiview Data is directly or indirectly used, made available or otherwise accessible or relevant to you in connection with any booking Activity on MCN Media (including without limitation within Programmatic Platforms), such data may comprise or be the subject of intellectual property, including confidentiality rights and/or copyright, of multiple owners, including without limitation MCN, media owners (such as Foxtel), data analytics and software providers and data providers (together, 'IP owners'). This Multiview Data is confidential material and may only be used for the purpose provided and may not be reproduced or disclosed without permission. None of the IP owners gives any guarantee or warranty nor will have any liability for any use or disclosure by the recipient of any information contained in, or derived from, the Multiview Data, including that any particular results will be achieved from the use of such data. Multiview Data may not otherwise be copied or distributed or otherwise disclosed or made available by you in any way.

14. Viewable Campaigns on MCN Online

14.1 If an Activity relates to a Viewable Campaign on MCN Online, the terms of this clause 14 apply;

14.2 Creative:

(a) display creative must use Standard Display Specifications;

(b) video creative must use MCN Pre-Roll Specifications;

(c) no rich media creative will be accepted.

14.3 Measurement: viewable metrics will be measured by Media Rating Council (MRC) accredited third party vendors as nominated and advised by MCN from time to time ('**MCN Viewability Vendors**'). Advertisers must use an MCN approved third party vendor or seek approval otherwise prior to signing the Insertion Order.

14.4 Delivery:

(a) A viewable line item will:

(i) be booked with the impression goal indicated in the MCN ad server ('**Impression Goal**');

(ii) deliver a 70% Viewable Rate for measured impressions within the MCN Viewability Vendor's reporting; and

(iii) only run across desktop and mobile browsers;

(b) In the case the Impression Goal is met but the Viewable Rate of 70% is not met, the following calculation for makegood ('**Makegood Calculation**') will be delivered:

(i) 70% less Viewable Rate = Viewable Rate Shortfall

(ii) Measurable Impressions multiplied by Viewable Rate Shortfall = In-View Impressions Makegood

14.5 Billing:

(a) A Viewable Campaign will be billed on meeting the Impression Goal plus delivering a 70% Viewable Rate. This takes into consideration the Makegood Calculation defined above.

(b) we will only bill based on data available in MCN as tracked by the MCN ad server or the MCN Viewability Vendor accounts

(c) A 10% discrepancy tolerance will continue to apply across Campaign impression reporting and third party impression tracking. In addition, a 10% discrepancy tolerance between MCN viewability data and the Advertiser's third party Moat or IAS vendor tracking will apply on signing the Insertion Order. Discrepancies greater than 10% will need to be investigated by contacting the MCN ad ops team, though MCN has no obligations to adopt or accept the Advertiser's third party vendor tracking.

15. Notices

A notice or other communication relating to this Agreement may be given:

(a) by being personally served on a party or sent by pre-paid ordinary mail to the party's address as specified in this Agreement (or such other address as notified by a party); or

(b) by fax to the party's current fax number for notices; or

(c) by email to the email address nominated by the parties in the Schedule.

16. General

16.1 Nothing in this Agreement shall be taken as giving rise to a relationship of employment, agency or partnership. We enter into this Agreement as authorised representative but not as agent for the relevant MCN Media on which the Activity is booked.

16.2 This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications.

16.3 Once a Booking Order or Insertion Order is accepted, this Agreement cannot be amended except in writing and signed by the parties.

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

16.5 Any dispute arising out of or in connection with this Agreement will be submitted to arbitration in accordance with, and subject to, the Institute of Arbitrators and Mediators Australia Fast Track Arbitration Rules. The seat of the arbitration will be Sydney.

16.6 This Agreement is governed by, and construed in accordance with, the laws of New South Wales.

17. Definitions and Interpretations

17.1 In this Agreement:

Activity means the Advertisement booked across MCN Media;

Advertisement means the Spot, Special Advertisement, Display, trade promotion and other branding, promotional, Sponsorship or advertising material that you have requested to be published, uploaded, made available, produced and/or aired on MCN Media;

Advertiser means the person who pays for the production, execution and placement of an advertisement;

Agreement means these General Terms and Conditions, together with any schedules, annexures and documents that are incorporated by reference;

Billing Split means the financial breakdown of revenue allocated per MCN Channel and MCN Website for any particular Campaign;

Bonus means an Activity placed at no charge to you as part of, or to support, a Campaign;

Booking Order means the document, or any other visual confirmation of (e.g. in the case of Programmatic Platforms, via a web interface) containing the agreed schedule for placement of your Advertisements and other details;

Business Day is a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales;

Campaign means the Activity within a set time frame;

Content means all materials required for the purpose of placing Advertisements including text, pictures, graphics, sound, programming code or other data and information as reasonably requested by us;

CPM means:

- (a) for MCN TV, cost per Thousand, being the cost of reaching 1,000 people in the specified target audience; and
- (b) for MCN Online, cost per Thousand, being the cost per 1,000 Page Impressions of an Advertisement placement on a particular website and is based on a fixed cost per thousand page impression;

CPT means cost per TARP for MCN TV, and is the cost of reaching 1% (or 1 TARP) of a specified target audience;

Delete and Charge means that the booked Activity is deleted and you are still charged for the amount of that Activity. This occurs when a cancellation is requested and the set cancellation deadline has passed;

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

Display means any Advertisement for MCN Online, commonly referred to as a "banner";

Dynamic Booking means a booking based on audience-based trading whereby non-fixed spot placement across MCN TV delivers an agreed CPM;

E-prop means the electronic version of the Proposal that we send to you for approval and confirmation regarding Advertisements for any of your Campaigns for MCN TV;

Fees mean the fees and charges payable by you under this Agreement;

Foxtel means Foxtel Management Pty Limited;

General Terms and Conditions means the terms and conditions specified in this document;

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

In-View Impressions means the International Advertising Bureau (IAB) viewability standard unless otherwise agreed in writing, being:

- (a) for desktop or mobile ad viewability – impressions which appear at least 50% on screen for more than one continuous second, or
- (b) for desktop or mobile video ad viewability – impressions which appears at least 50% on screen for more than two continuous seconds.

In-View Impressions Makegood has the meaning given in 14.4(b)(ii);

Insertion Order means the binding schedule for Advertisements or your Campaigns for MCN Online Activities;

Internet Streaming Services means any or all of the internet television streaming services, including those provided by Foxtel, as listed on our Website from time to time

Makegood means placing an Activity at no charge to you to compensate for performance under delivery or an error due to our fault occurring within a Campaign;

MCN Channel means any or all of the subscription television channels listed on our Website from time to time;

MCN Digital means MCN Online, MCN Mobile and MCN Interactive;

MCN Interactive means any or all of the interactive applications and services listed on our Website from time to time;

MCN Media means any of the MCN advertising platforms, being MCN TV, MCN Digital and MCN New Media.

MCN Mobile means any or all of the live or made-for-mobile channels listed on our Website from time to time;

MCN New Media means any new media that we provide which is not covered under MCN TV or MCN Digital;

MCN Online means any or all of the websites or other assets, including web pages, web sections, apps and Internet Streaming Services listed under the 'Digital' platform on our Website from time to time;

MCN Pre-Roll Specifications means the specifications listed at <http://www.mcn.com.au/digital-ad-specs/pre-roll>;

MCN TV means the channels listed on our Website from time to time under the category of "TV";

Measurable Impressions means impressions that were able to be measured out of the total number of eligible impressions

Media Booking Report means the proposed schedule we send to you for approval and confirmation regarding Advertisements or your Campaigns for MCN Media;

Media Provider means the owner, operator or manager of the relevant MCN Media on which the Activity is booked.

Minimum Spend means the minimum spend specified in the Schedule;

Multiview Data means data (including demographic information, insights, audience profiles, post-campaign reporting, attribution measurement) derived from the subscription TV audience measurement panel known as 'Multiview', and which may include confidentiality rights and/or copyright of multiple owners including without limitation MCN and media owners (such as Foxtel), data analytics and software providers and data providers.

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

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

Programmatic Platform means an online platform from which an Advertiser can directly book Advertisements with limited or no intervention of any sales representative of MCN and includes without limitation MCN's platform known as SmartHub;

Proposal means the proposed Activity we send to you regarding Advertisements for any of your Campaigns;

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

Rates mean the rates applicable to an Activity as provided by us and approved by you at the time of booking;

Schedule means the binding schedule for Advertisements;

Services means activities undertaken by MCN in order to place, book, confirm, publish, upload, make available, produce, communicate and/or air your Advertisements on MCN Media;

Special Advertisement means:

- (c) a Spot aired during a sport programme on any MCN Channel;
- (d) a Spot aired during special event programming (including one-off events and high rating television programmes); or
- (e) anything other than the placement of a Spot or Display including Sponsorship, Sponsorship SOV, Specific Requirements, In-programme Product Placement, promotions utilising TVwinners.com.au, MCN Interactive, Production Cost and any other Special Advertisement as agreed between the parties from time to time;

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

Sponsorship means an association with a channel that gives an Advertiser particular visibility and integration. This can include a negotiated level of Sponsorship Exclusivity;

Sponsorship Exclusivity means granting an Advertiser certain restrictions or rights to limit competitive Advertisers within their selected product or service category;

Sponsorship Share of Voice (SOV) means a fixed percentage of available Page Impressions on a fixed rate basis rather than via a guaranteed CPM delivery for MCN Online;

Spot means any Advertisement, commonly referred to as a "commercial" for television;

Standard Display Specifications means the specifications listed at <http://www.mcn.com.au/digital-ad-specs/leaderboard>; <http://www.mcn.com.au/digital-ad-specs/medium-rectangle>; and <http://www.mcn.com.au/digital-ad-specs/mobile-banner>;

Tango has the same meaning as E-prop;

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

Term means the term of this Agreement, as determined in accordance with clause 2, or as specified in the Schedule;

Thousand, in relation to MCN TV, has the same meaning as Projections;

Time-Shifted Channel means the channel broadcast with a time offset from the main broadcast channel;

TVwinners.com.au refers to our cross-channel and platform promotional vehicle that includes production, promotion management, television and online components; and

Viewable Campaign means a Campaign measured by the opportunity for the advertising to be seen by a human within a recognised minimum time frame and which includes without limitation Viewable Rates.

Viewable Rate means In-View Impressions divided by Measurable Impressions

Viewable Rate Shortfall has the meaning given in 14.4(b)(i)

Website means our website located at <http://www.mcn.com.au>.

17.2 In this Agreement:

- (a) headings will be ignored in construing this Agreement;
- (b) "includes", "such as" or "for example" means includes, without limitation;
- (c) references to persons include references to corporations and other bodies and entities;
- (d) a reference to \$ is a reference to Australian currency;
- (e) references to statutes include all statutes amending, consolidating or replacing such statutes; and
- (f) if the date on or by which an act must be done under this Agreement is not a Business Day, the act must be done by the next Business Day.