

MCN GENERAL TERMS AND CONDITIONS

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

1. Formation of Agreement

- 1.1 You accept and become bound by this Agreement by executing the Booking Order or by emailing or writing to us to accept this Agreement, or asking us to book Advertisements in a Booking Order, whichever occurs first.
- 1.2 This Agreement consists of the:
- (a) Schedule;
- (b) Booking Order; 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 We are not liable to you for:

(a) any costs, expenses, claims or liability suffered or incurred by you as a result of us complying with your directions;

(b) any loss of profit, loss of revenue, loss of data and/or loss of business opportunities; and(c) any indirect or consequential loss arising in connection with this Agreement.

5.2 You indemnify us against all third party claims arising directly or indirectly in connection with the Content, the Advertisements and the Special Advertisements.

5.3 Our aggregate liability 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 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.

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) 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-

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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
5 seconds	0.4 of 30 second unit
10 seconds	0.5 of 30 second unit
15 seconds	0.6 of 30 second unit
30 seconds	1.0 of 30 second unit
45 seconds	1.5 of 30 second unit
60 seconds	2.0 of 30 second unit
90 seconds	3.0 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;

(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 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.

11. Makegood

11.1 Your exclusive remedy in respect of a failure

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to deliver the CPM in accordance with clause 10 is Makegood. We will use our reasonable endeavours to Makegood if we have not achieved CPM delivery in accordance with clause 10.

- 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 rebook 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. 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.

14. General

- 14.1 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.
- 14.2 This Agreement contains the entire understanding between the parties concerning the subject matter of the Agreement and supersedes all prior communications.
- 14.3 This Agreement cannot be amended except in writing and signed by the parties.
- 14.4 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.
- 14.5 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.
- 14.6 This Agreement is governed by, and construed in accordance with, the laws of New South Wales.

15. Definitions and Interpretations

15.1 In this Agreement:

Activity means the Advertisement booked across MCN Media:

Advertisement means the Spot, Special Advertisement, Display, trade promotion and other

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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 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";

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;

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;

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

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 Connect 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 Connect and MCN New Media.

MCN Mobile means any or all of the live or madefor-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 Connect:

MCN Online means any or all of the websites, including web pages and web sections, listed on our Website from time to time;

MCN TV means the channels listed on our Website from time to time under the category of "TV"; Media Booking Report means the proposed schedule we send to you for approval and confirmation regarding Advertisements or your Campaigns for MCN Media;

Minimum Spend means the minimum spend specified in the Schedule;

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;

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

Projections mean the average number of people

Sydney

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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 executed and binding schedule for Advertisements:

Special Advertisement means:

- (a) a Spot aired during a sport programme on any MCN Channel;
- (b) a Spot aired during special event programming (including one-off events and high rating television programmes); or
- (c) 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;

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

Website means our website located at http://www.foxtelmedia.com.au.

15.2 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.