

**MEDIACORP CONNECT PLUS MAY 2024 ADVERTISING AGREEMENT
SUPPLEMENTAL TERMS**

GENERAL

1. All Mediacorp Connect Plus May 2024 Packages shall be subject to these Supplemental Terms, the terms set out in the applicable schedules for the respective packages, the General Terms and Conditions set out at URL: <http://www.mediacorp.sg/en/advertising/Advertiser-resources/rate-card>, the applicable advertising and/or sponsorship codes prescribed by IMDA, and MPL's internal advertising policies, all as may be amended from time to time. In the event of any inconsistency between the abovementioned terms, they shall have priority in the order set out above.
2. **The Mediacorp Connect Plus May 2024 Packages are only available to advertisers who have purchased Connect Plus October 2023 Packages, Connect Live May 2023 Packages, Connect Live November 2022 Packages or who have not advertised on any Mediacorp platform for the past 1 year.** Mediacorp reserves the right to terminate the agreement notwithstanding that the Buyer has already signed and paid, if the advertiser named in the agreement does not meet the above criteria.
3. Packages are subject to available advertising inventory on the specified Mediacorp platform within the specific package timeslots (where applicable) during the campaign period, and are offered on a first come first served basis. The Buyer acknowledges that:
 - a. specific weeks in each month may sell out; and
 - b. MPL may withdraw from sale any package, which has been subscribed to the available advertising inventory limit, without prior notification.
4. The Buyer may request up to three (03) changes to selection of campaign weeks or billing requirements without charge. The fourth and subsequent change requests shall be chargeable at S\$250 per request.
5. **Scheduling of advertising inventory shall be at MPL's discretion and is subject to available advertising inventory on the specified Mediacorp platform within the specific package timeslots (where applicable) during the campaign period. The Buyer acknowledges that MPL reserves the right to block certain weeks for booking the packages and/or allocate advertising inventory to other time-belts or periods or other platforms, without prior notice or permission from the Buyer.**
6. The Buyer shall be responsible for ensuring that all advertising materials submitted do not infringe any third party rights or violate any applicable laws or regulations. All advertising materials submitted must adhere to MPL's technical specifications.
7. For avoidance of doubt, MPL shall not be held responsible for any delays or mistakes arising from the Buyer's submission of materials or advertisements which are not suitable or which are supplied late.
8. Each agreement is strictly limited to one named advertiser per package. The Buyer may not cancel, assign or transfer this agreement or any part thereof or extend the campaign period of any package for any reason.
9. The Connect Plus May 2024 Packages are not available in conjunction with any other offers or discounts.
10. If the Buyer elects to pay by instalments, the total package cost shall be divided equally into 12 instalments for each 12-month package, 6 instalments for each 6-month package, and 3 instalments for each 3-month package.
11. Upon signing this agreement, the **Buyer shall be required to pay the first two instalments as a non-refundable deposit for each 12-month and 6-month packages, the first instalment as a non-refundable deposit for each 3-month package, and a \$500 deposit for each Mediacorp Digital Entertainment or Millennials package, each Mediacorp Digital Everyday Influencers package and Purchase-With-Purchase package as a non-refundable deposit, which may be forfeited in the event of any breach of this agreement.** Payment of the non-refundable deposit must be received by 30 June 2024, failing which MPL reserves the right to terminate the agreement. The deposit may be applied at any time towards payment of any instalments or outstanding invoices, at MPL's sole and absolute discretion (and not at the Buyer's option).
12. Each subsequent instalment shall be billed after the Buyer's notification of the selected campaign week. Payment must be received within 7 days from receipt of MPL's invoice or before commencement of the selected campaign week, whichever is earlier. Notwithstanding the above, MPL reserves the right to bill additional instalments if there are any changes in the campaign week selection. MPL reserves the right to suspend the broadcast or publication of any advertisement at any time, without prior notice or compensation, if payment is not received before the scheduled broadcast or publication dates.

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13. MPL reserves the right to reject or not to publish any advertisement or to terminate the agreement without having to assign any reason whatsoever. In such event, MPL's liability shall be limited to refunding all amounts paid less any amount utilized corresponding to such number of advertisements already broadcast or published as full and final settlement of the matter.
14. For avoidance of doubt, no commercial production is included in any package unless otherwise expressly stated in the applicable schedule for that package. If commercial production is included, each free commercial production comprises copywriting and one graphic computer generated slide. Any talent, photography, specific music, filming, voice-over, location, special effects or any other additional enhancements are chargeable at additional cost to the Buyer. A detailed brief shall be provided to MPL at least 12 days before the scheduled date of release of the advertisement. The Buyer may request up to two (02) minor changes to the script no later than one (01) working day before commencement of production without charge. The third and subsequent change requests shall be chargeable at S\$250 per request. The copyright to all commercials produced by MPL shall belong to MPL solely.

DIGITAL PACKAGE

15. Where a digital package includes digital template ad production, all videos, images, logos and copywriting are to be supplied in appropriate format by the Buyer at its own cost. A detailed brief shall be provided to MPL at least ten (10) working days before the scheduled publication deadlines for the digital ads. The Buyer may request up to two (02) minor changes to the digital ad before the scheduled publication deadline without charge. The third and subsequent change requests shall be chargeable at S\$250 per request. The copyright to all digital ads produced by MPL shall belong to MPL solely.
16. The selection of target audience groups (where applicable) and designated URL must be given to MPL at least five (05) working days prior to the scheduled publication date. Ad and banner impressions will only be served on the selected digital platform(s) accessed by users with Singapore IP addresses. A post-campaign report with (i) number of ads or banner impressions and (ii) number of clicks will be provided after the campaign.
17. Notices for any suspension of a digital campaign must be given at least five (05) working days prior to suspension. Unutilized mobile banner impressions from suspended campaign(s) may be forfeited.
18. The digital platforms may schedule downtime for maintenance and other purposes at any time with or without giving any prior notice thereof. The Buyer agrees that MPL shall not be liable for any loss, damage, claims, costs or expense of any kind arising from any downtime (whether scheduled or unscheduled), or from any unavailability or inoperability of any digital platform or telecommunications systems or internet, technical malfunction, error, omission, interruption, delay in operation or transmission, computer error or viruses, any failure in communication lines or telecommunications networks, or any corruption or loss of data or other disruption of any kind.
19. The Buyer acknowledges and accepts that the respective owners of the digital platforms have general editorial control of content on their respective platforms and control the promotion, branding, positioning of their respective platforms. Accordingly, the placement of any branding, advertising and promotional material on the digital platforms shall be left to the discretion of the respective digital platform owners.
20. Advertisements on digital platforms will be displayed on a space-available basis only. MPL does not guarantee delivery based on clicks or acquisitions. Where a package sets out an agreed number of impressions, MPL will use best efforts to meet such number within the duration of the campaign, failing which MPL shall have the discretion to extend the duration of the campaign and/or bill the Buyer according to the number of impressions delivered and refund any fees paid in advance for any impressions not delivered, whereupon MPL shall have no further liability to the Buyer.
21. MPL reserves the right to change the channels included in the Digital Entertainment or Millennials packages at its sole discretion without prior notice.

DIGITAL OUTDOOR VIDEO PACKAGE & CONDOMINIUM NETWORK VIDEO PACKAGE

22. All digital outdoor video packages and condominium network packages are subject to the policies of the respective owners (the "Owners") of the out-of-home platforms, spaces and other surfaces ("OUTDOOR Medium"), and any changes made to such policies. Save only for acknowledgments, obligations and undertakings by the Buyer for the benefit of the Owners, a person who is not a party to this agreement shall have no right to enforce any of its terms and conditions under the Contracts (Rights of Third Parties) Act.

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23. All advertising and programme materials (hereinafter referred to as the “**advertising materials**”) submitted to MPL for airing or display on the OUTDOOR Medium shall not:
 - a. infringe the copyright or other rights of any person / firm / company;
 - b. contain false or unwarranted claims for any product or service and/or defamatory statements;
 - c. contain material that has not been approved for display or telecast by the relevant authorities, including the Singapore Board of Film Censors, Advertising Standards Authority of Singapore, Building and Construction Authority, or Land Transport Authority;
 - d. in MPL’s opinion, be immoral, indecent or obscene in nature or racially or religiously offensive to the public; or
 - e. violate any applicable laws or regulations.
24. Any advertising materials supplied by the Buyer shall be delivered to MPL at the Buyer’s sole cost and risk at least two (2) weeks prior to the commencement of the campaign (or such period as may be specified by MPL). MPL reserves the right to impose at least S\$150 for any late submission of such materials. The advertising materials must be supplied in such format as may be specified by MPL. Additional costs will be levied for conversion if the advertising materials are not supplied in the prescribed format. All advertising materials will not be returned to the Buyer.
25. The Buyer shall have, at its own expense, obtained all necessary rights and clearances for the use of any material comprised within the advertising materials, including without limitation, in respect of the synchronization, use and public performance of any music, lyrics and sound recordings. In the event that the necessary rights and clearances have not been obtained prior to the start of the campaign period, MPL shall have the right to postpone the campaign or to terminate this agreement. Upon termination, MPL shall only be liable to refund the charge for any prepaid fee in respect of the unaired or undisplayed advertising materials, and MPL shall be discharged from its obligations.
26. Buyer shall keep MPL and the Owners indemnified against all claims, legal actions, suits, settlements, demands, losses and expenses (including legal fees on a full indemnity basis) and any goods and services tax or other tax or duty incurred or suffered by MPL and/or the Owners in respect of the advertising materials supplied by the Buyer for airing or display on the OUTDOOR Medium. Buyer shall submit to Mediacorp all cue sheets providing of all music and/or other materials synchronized in the advertising materials.
27. MPL shall not be liable for any fair wear and tear or any vandalism of the advertising materials once it is being displayed or aired.
28. MPL and the Owners reserve the right to cease the display of the advertising materials at any time for the purposes of repair and/or servicing of the OUTDOOR Medium. If no other comparable substitute location can be provided for the display, Mediacorp shall only be liable to provide a pro-rated refund of any prepaid fees corresponding to such un-displayed advertising material.
29. Buyer acknowledges and agrees that no representation or warranty, whether express, implied or statutory, is made or given by MPL or the Owners in respect of the availability, functionality or reliability of the OUTDOOR Medium, or that the operation of the OUTDOOR Medium shall be uninterrupted, all of which are disclaimed.

FLEXI MAXIMIZER PACKAGE

30. The Flexi Maximizer Package entitles the Buyer to select and utilise entitlements based on the rates set out under the applicable schedule for the Flexi Maximizer Package.
31. **The Buyer shall be required to pay a non-refundable deposit of 15% of the committed amount. Payment of the non-refundable deposit must be received by 30 June 2024, failing which MPL reserves the right to terminate the agreement.** The deposit may be applied at any time towards payment of any outstanding invoices, at MPL’s sole and absolute discretion (and not at the Buyer’s option).
32. Subsequent payments shall be billed after the Buyer’s notification of the selected package and campaign week. Each payment must be received within 7 days from receipt of MPL’s invoice or before commencement of the selected campaign week, whichever is earlier. Notwithstanding the above, MPL reserves the right to bill additional instalments if there are any changes in the campaign week selection. MPL reserves the right to suspend the broadcast or publication of any advertisement at any time, without prior notice or compensation, if payment is not received before the scheduled broadcast or publication dates.
33. If the Buyer does not spend at least S\$30,000 (excluding GST) under the Flexi Maximizer Package by 31 May 2025, MPL may forfeit the deposit.

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DIGITAL EVERYDAY INFLUENCERS PACKAGE

34. The Buyer shall provide a detailed brief and MPL will select the influencers based on the brief provided. The selected influencers ("Influencers") shall produce and submit the deliverables in accordance with the scope of work agreed with the Buyer. The Buyer shall provide the Influencer(s) such assistance as may be reasonably required for the production and completion of the deliverables.
35. The copyright to all deliverables produced by the Influencers shall belong to MPL and the respective influencers. The Buyer may not use the deliverables or any other content produced by the Influencers without the prior written consent of the Influencers and MPL.
36. The Influencers shall use all commercially reasonable efforts to comply with any timing requirements agreed with the Buyer, **PROVIDED ALWAYS** that neither MPL nor the Influencer(s) shall be liable or responsible for any delay occasioned or caused by the Buyer or beyond the reasonable control of the Influencers.
37. MPL and the Influencers shall have final editorial discretion with regard to the production and fulfilment of the deliverables.
38. It is agreed that nothing herein shall restrict the Influencers' absolute right, in the Influencers' professional capacity (including without limitation when the Influencer is in character in any programme or hosting any programme), to use, consume, wear, hold or carry any product or services whether or not competitive with any of the Buyer's products and/or services (the "**Buyer's Products**"). Where an Influencer is a radio personality / DJ, it is agreed that the Influencer may host or participate in any "Mobile Studios", "Live Read Commercials", "Open Talk" or events for the products or services whether or not competitive with the Buyer's Products. Unless otherwise stated in this agreement, the engagement of the Influencers' for services hereunder is strictly non-exclusive and the Influencers may endorse, market and/or promote any other products or services.
39. The Buyer shall secure, procure and provide for and to MPL and the Influencers any and all rights necessary or required by the Influencers to use the Buyer Materials for the deliverables to be performed under this agreement, including without limitation any and all rights and consents required for the Influencers to incorporate such materials into the deliverables, or to carry out any filming and/or interviews for the deliverables and to edit, use and reproduce the footage obtained in any manner whatsoever.
40. Neither MPL nor the Influencers shall be liable to the Buyer for any loss of, or damage to, the Buyer Materials.
41. The Buyer shall not use any matter, materials, photographs or scripts (or parts thereof) which MPL rejects or disapproves, whether because the same offends good taste and public decency or for any other reason.
42. The Buyer acknowledges and agrees that the Influencers' performance of services for the Buyer shall not create any actual, perceived or potential conflict of interest for MPL, its related and/or associated entities and/or the Influencers. Such situations of conflict may include (but shall not be limited by) the organisation or co-organisation of the Buyer's campaign, event and/or engagement by persons or companies with such conflicting interests. MPL reserves the right to withdraw the Influencers and terminate this agreement at any time in the event of such conflict.