

MCN GENERAL TERMS AND CONDITIONS

This is a legally binding agreement between the party specified in the Booking Order (“you”, “your”) and Multi Channel Network Pty Limited (ABN 72 077 436

974) trading as Foxtel Media (“we”, “us”, “our”) 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:

- (a) accepting a Booking Order;
 - (b) emailing or writing to us to accept this Agreement; or
 - (c) booking an Advertisement on any Foxtel Group Media,
- whichever occurs first.

1.2 This Agreement consists of the:

- (a) Schedule (if applicable);
- (b) Booking Order; and
- (c) General Terms and Conditions.

1.3 This Agreement sets out the terms and conditions on which Advertisements are placed, booked, confirmed, published, uploaded, made available, produced and/or aired on Foxtel Group 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.

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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:

- (a) non-compliant in any way with the terms of this Agreement; or
- (b) contrary to our values and strategic objectives, provided that any Fees paid for Advertisements that we have refused to place or Content that has been removed under this clause 3.3(b) will be, at your option, refunded to you or credited to you for use in future Advertisements.

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 booking and placement of Advertising on Foxtel Group Media you must pay us the Fees.

4.2 Subject to clause 12, we will send you a tax invoice for Advertisements booked. 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.

4.3 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.

4.4 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.

4.5 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

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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. Content

6.1 You must provide the Content to us that meets the specifications that we provide to you by no later than 5 Business Days (or a later timeframe as reasonably required by us) prior to the start date of the Campaign, as specified in the Insertion Order, Booking Order 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.

6.2 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 any purpose without our prior consent, which may include but is not limited to, 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.

6.3 You acknowledge and agree that:

- (a) if you fail to provide the Content to us in accordance with clauses 6.1 and 6.2, we are not obliged to deliver the target Projections/ Impressions and we may reduce (on a pro-rata basis) the target Projections/Impressions by the time of your delay. Nonetheless, you must still pay the Fees applicable to the total Campaign;
- (b) all Content may be deleted 90 days after last transmission date, unless otherwise agreed (subject to a maximum extension period of 90 further days only);
- (c) for Foxtel TV bookings, 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 a Foxtel Channel which also has Time-Shifted Channel equivalent, all Advertisements are placed according to the time

of the primary Foxtel Channel; and
 (e) for Foxtel 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 conflict, and therefore not subject to Makegood.

6.4 You acknowledge and agree that we may collect and use non-personally identifiable personal information of users of Foxtel Group Media to enhance its services. We will, at all times, only use any personal information in compliance with relevant privacy laws, including but not limited to, the *Privacy Act 1988* (Cth).

7. Fees for Activity

7.1 We will charge you for an Activity in accordance with the Rates outlined in the Booking Order.

7.2 We will supply you with a base rate card which sets out our standard annual rates where applicable.

7.3 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.

7.4 For Foxtel 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

7.5 You will:

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

8. Fees for Special Advertisements

8.1 Discounts do not apply to Special Advertisements.

8.2 Unless otherwise agreed, all Production Costs for Special Advertisements are fully agency commissionable.

8.3 You will pay all out-of-pocket expenses and disbursements which we reasonably incur in preparing and delivering the Special Advertisements.

9. CPM

9.1 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.

9.2 You acknowledge and agree that:
 (a) for Foxtel TV, CPM is based on our designated audience measurement system unless otherwise agreed with you at the time of booking and will be measured according to 15 minute average positions using consolidated ratings data;
 (b) for Foxtel Digital, CPM is based on our designated booking platforms unless otherwise agreed with you at the time of booking;
 (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 Foxtel Channel, website, Spot or Display;
 (e) for Foxtel TV, we will use all Foxtel Channels and any day part splits to achieve Campaign delivery;
 (f) for Foxtel Digital, we will use our streaming platforms and/or websites/webpages for Campaign delivery;
 (g) for Foxtel Online, if an existing advertisement format is removed or replaced by us, in our discretion, we will use alternative advertisement formats to deliver the Campaign; and
 (h) the Production Costs will not be included in

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the calculation of CPM.

10. Makegood

10.1 Your exclusive remedy in respect of a failure to deliver the Campaign in accordance with clause 9 is Makegood. We will use our reasonable endeavours to Makegood if we have not achieved Campaign delivery in accordance with clause 9.

10.2 Makegood is subject to our placement discretion, programme and channel availability and will be booked within the current or next Campaign.

10.3 Makegood will not be given for, and cannot be used for, any Special Advertisements.

10.4 You acknowledge and agree that we will not provide any refunds or credits in relation to a Makegood.

11. Cancellations

11.1 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 Foxtel TV; or
- (b) at least 30 days before the date on which the Activity is scheduled to be placed on Foxtel Digital.

11.2 If you cancel within the timeframe set out in clause 11.1, we will delete the Booking Order and you will not be charged for the Activity.

11.3 If you do not cancel within the timeframe set out in clause 11.1, 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 Foxtel TV, the Spots and Rates on specific channels are maintained; and
 - (ii) for Foxtel Digital, the Impressions and Rates on specific digital assets and websites are maintained.

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

12. Programmatic Bookings

If you book an Advertisement through a Programmatic Booking, you agree that:

- (a) we will not be liable to you for any costs, expenses, claims or liability suffered or incurred by you as a result of, or in connection with acts or omissions of the relevant DSP;
- (b) you may be required by the applicable DSP to agree to the DSP's terms and conditions, but acceptance of such terms and conditions is solely governed by your separate agreement with the DSP;
- (c) you may be invoiced by the applicable DSP for the Fees; and
- (d) unless otherwise agreed by us, you must comply with all other terms and conditions of this Agreement.

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 email to the email address nominated by the parties in the Schedule, Insertion Order or Booking Order (as applicable).

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 Foxtel Group 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 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 Foxtel Group 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 Foxtel Group 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;

Booking Order means the document containing the agreed confirmation and/or summary of placement of your Advertisements and other details at time of booking, subject to change throughout the Campaign;

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;

Control has the meaning given to it in section 50AA of the Corporations Act;

CPM means:

(a) for Foxtel Online, the cost per 1,000 Impressions of an Advertisement placement on a particular website and is based on a fixed cost per thousand page impression; and
(b) for all other forms of Foxtel Group Media, the cost of reaching 1,000 Impressions in the 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;

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

Display means any Advertisement for Foxtel Online, commonly referred to as a “banner”;

DSP means any demand side platform software through which an Advertiser is able to automate the purchase and management of digital advertising in real time;

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

Foxtel Channel means any or all of the Foxtel subscription television channels;

Foxtel Digital means:

(a) advertising on streaming platforms owned or represented by the Foxtel Group; and/or
(b) advertising on Foxtel Online.

Foxtel Group means NXE Australia Pty Limited and each Subsidiary of NXE Australia Pty Ltd;

Foxtel Group Media means any or all of Foxtel Digital, and Foxtel TV;

Foxtel Online means any or all of the websites, including web pages and web sections, represented or owned by the Foxtel Group;

Foxtel TV means any channels owned or represented by a Foxtel Group entity;

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

Impressions means the number of times each Advertisement is viewed in a given time period;

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 Foxtel 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;

Mediaocean Spectra means the software platform “Spectra” operated by Mediaocean LLP.

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

Programmatic Booking means delivery of an Advertisement made through a DSP.

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 executed and binding schedule for Advertisements;

Special Advertisement means:

(a) a Spot aired during a sport programme on any

Foxtel Channel;

- (b) a Spot aired during special event programming (including one-off events and high rating television programmes);
- (c) an Advertisement that is placed as part of a contra agreement between you and us; or
- (d) anything other than the placement of a Spot or Display including Sponsorship, Sponsorship SOV, Specific Requirements, In-programme Product Placement, 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;

Subsidiary has the meaning given in the Corporations Act (amended as necessary) such that a body corporate, a partnership or trust will also be taken to be a Subsidiary of an entity if it is Controlled by that entity;

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

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

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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.