

TERMS & CONDITIONS

JCDecaux Transport

January 2025

TERMS & CONDITIONS – GENERAL

1. Definitions

- (a) The expression “the Company” shall mean “JCDecaux Pearl & Dean Limited” and shall include its successors and assigns.
- (b) The expression “the Advertiser” shall mean the person, firm or company placing the Order and shall include its successors and assigns.
- (c) The expression “MTRCL” shall mean “MTR Corporation Limited” and shall include its successors and assigns.

2. Agencies

- (a) The Advertiser at all time contracts with the Company for itself as principal and acting entirely for itself.
- (b) An Advertiser (including an advertising agent/ agency) shall be personally liable for payment of all accounts hereunder and warrants that it has full authority for itself in all matters including artwork, submission, intellectual property rights, protection of personal data collected, production requirement, agency commissions and incentives where applicable, connected with the placing of orders and their amendment.

3. Commission

- (a) Agency commission at the rate of 15 per cent is payable to all recognized advertising agencies and shall be on the value of the Order less any discount allowed.
- (b) Other additional commission may apply where applicable.

4. Terms

The placing of an Order by the Advertiser with the Company shall constitute acceptance by the Advertiser of these Terms of Conditions which shall override and exclude any other terms stipulated, incorporated or referred to by the Advertiser. No modification of these Terms shall be effective unless made by express written agreement between the parties.

5. Acceptance

No Order placed with the Company shall be deemed to be accepted until completion of the Acknowledgement of Order by the Company

6. Delivery

All posters for display shall be delivered carriage paid to the Company at its address overleaf, or to such other address or

Addresses as the Company shall specify, not less than 3 days prior to the date of commencement display specified in the Contract.

7. Display

The Company shall, subject as provided below, and so far as reasonably possible, display each advertisement throughout the period specified in the Order commencing on or as near as reasonably possible to the specified commencement date. Charges shall accrue due as from the date of commencement of display or the specified commencement date whichever is the later.

8. Late or Non-Delivery

In the event of late delivery or non-delivery of posters, charges shall still be payable and shall accrue due as from the specified commencement date. During any period of non-display of Advertiser's material, the Company shall have the absolute right to display any posters featuring charity organizations or MTRCL's posters.

9. Right of Rejection

Notwithstanding any other terms and conditions applicable to the Contract the Company shall have the absolute right at any time to refuse to display or continue to display any poster which, in its opinion is objectionable, unsuitable, impracticable, in breach of any of these Terms and Conditions or likely to give offence, or designs that resemble safety signages. In such event the Contract in whole or in part may be cancelled by the Company forthwith without any responsibility or liability on the part of the Company and to the extent not so cancelled by the Company the Contract shall continue in full force and effect

10. Payment

Unless otherwise stipulated by the Company, all charges shall be payable monthly in arrears and shall be paid within 28 days after the invoice date. The Company shall have the right to cancel any continuing Contract forthwith in respect of which part payment is overdue.

11. Deposit

Each Contract is subject to the payment of a deposit and the Contract is voidable by the Company if this is in default. The Company shall have the absolute right to demand this deposit equivalent to the charge for eight weeks display on each panel or each type of panels / networks. For any Contract with each panel or each type of panels / networks for a display period of 8 weeks or less, payment in full is required in advance 2 weeks before the Contract starts. The deposit will be refundable without interest upon expiry of the full Contract period where all outstanding sums to the Company pursuant to the particular poster booking Contract has been paid in full. The deposit is not allowed to set off against the Company's invoices during the continuance of the Contract. Transfer of deposit from one booking Contract to another is allowed where all outstanding sums due to the Company under that particular booking Contract has been fully settled.

12. Interest

- (a) Interest on all sums due shall accrue after expiry of the 28 days referred to above and shall run at the rate of 2 per cent per calendar month until payment is received after as well as before any judgment therefor.
- (b) Payment shall be made in Hong Kong dollars (unless otherwise specified) at the office of the Company without any deduction by reason of any alleged counter claim or otherwise howsoever.

13. Dates of Display

The Company shall use all reasonable endeavors to display the posters on the display dates specified on the Contract but such dates shall not be of the essence of the Contract and in no circumstances shall the Company be liable to compensate the Advertiser in damages or otherwise for non-display or late display of any posters for whatever reason or for any loss consequential or otherwise arising therefor.

14. Damage or Loss

The Company shall be under no liability for loss of or damage to posters, designs or advertisements supplied to the Company except insofar as such loss or damage arises due to the fault or negligence of the Company or its employees, and in any event the Company's liability shall never exceed the original cost to the Advertiser of the destroyed or damaged posters.

15. Force Majeure

The due performance of any Contract is subject to suspension, variation or cancellation by the Company by reason of war, riot, explosion, fire, flood, strike, lock-out or any cause beyond the Company's control. In such event no compensation shall be payable by the Company, and the Company shall have no liability to make any refund, provide alternative advertising space, make available alternative dates, or otherwise.

16. Statutory Requirements

- (a) The Company accepts full responsibility for compliance with statutory requirements so far as concerns the use of any site for the display of advertisements to which a Contract relates, but so far as concerns the subject matter or content of the advertisement itself the Advertiser shall bear the sole and primary obligation and liability, and the Advertiser shall indemnify the Company against all liability, loss and damages which the Company may suffer or incur therefrom.
- b) The Advertisers will comply in all respects with the safety requirements for advertisements determined and specified by MTRCL/the Company from time to time and shall indemnify the Company (on its own and MTRCL's behalf) against all liability arising from its failure to comply with such safety requirements.

17. Cancellation

Without prejudice to Clauses 9 and 10 hereof, the Company may cancel the Contract provided that due notice is served on the Advertiser not less than 6 weeks prior to the specified commencement date. All Contracts cannot be cancelled by the Advertiser after confirmation unless Clause 22 applies.

18. Cancellation Of Scheduled Showing

18.1 The company reserves the right to cancel any scheduled showing of Materials or any part thereof without prior notice. Cancellation of any one or more Programmes or spots shall not void the entire booking.

18.2 Any cancellation by the company under Condition (18.1) above will, at the option of the company, be compensated by either

- (a) granting the Advertiser additional showing of a like value,
- (b) by extending any Booking of the Advertiser at no extra charge to the Advertiser, or (c) by deducting a prorated value of the spots cancelled from the amount otherwise owed to the company.

By any one of these actions, the company shall have fully discharged its liabilities under Clause (18.1) and the Advertiser and/or Advertising Agent hereby waives all claims against the company, including without limitation claims for damages, losses and costs whatsoever arising therefrom.

19. Variations of the schedule of showing

All scheduled showing of Materials are subject to changes due to (a) programming exigencies or (b) pre-emption by MTR's emergency announcements. The company will do its best to adhere to the schedule for showing but will not give any warranty in respect thereof and in particular will not give any warranty as to the specific time of showing of the Materials, the Advertiser and/or Advertising Agent hereby waives all claims against the company, including without limitation claims for damages, losses and costs whatsoever arising therefrom.

20. Interruption

20.1 The company gives no warranty that the Materials will be shown on the Digital products as contemplated in the Booking.

20.2 If the showing of any unit of Materials is suspended or interrupted due to (a) the breakdown of the system of the Digital products or other facilities or services (including electrical and mechanical failures); (b) emergency at the Relevant Railways and/or Stations; or (c) any other Acts of God or causes beyond the company's control, the company will, in respect of the unit of Materials affected, show the same unit as soon as possible thereafter, at a time next best available

to be decided by the Company. The Advertiser and/or Advertising Agent will accept and pay for such showing as if the same had been shown as contemplated in the Booking.

21. Change of Posters

(a) All rates include a change of posters once a month if required. All changes required at more frequent intervals than once a month, or which are required within a shorter time limit than specified in Clause 19 will be charged for.

(b) When an Advertiser is entitled to a change of posters without separate charge and stipulates a date upon which such change should be commenced the Company will complete such change within 10 working days after the stipulated date.

(c) Where an Advertiser requires a change of posters in respect of which separate charge is to be made, they must do so in writing to the Company and the Company shall complete such change within 5 working days after the stipulated date.

22. Condition of Posters

All rates include the maintenance of the display of Advertiser's posters in good condition and for this purpose the Advertiser shall supply a sufficient number of any other terms and conditions applicable to the Contractmber of posters of the correct size including spares as specified in the rate card, but the Company shall only be liable in respect of any damaged or incorrect display of any posters if the defects have not been remedied 6 working days after notification of the same to the Company by the Advertiser.

23. Limit on Liability

Without prejudice to Clause 13 hereof, it is acknowledged and accepted by the Advertiser that the Company shall be under no liability whatsoever in respect of any non-display or incorrect display of advertisements or advertising materials or the display of any damaged or irregular advertising materials. In any event, the Advertiser shall waive all claims (if any) for non-display, incorrect display or display of any damaged poster. The Advertiser shall notify the Company immediately if the Advertiser becomes aware of any non-display, incorrect display or display of any damaged poster. Without prejudice to the generality of the aforesaid, if the display in relevant media of any scheduled spot is (whether temporarily or permanently) suspended, interrupted or delayed due to failure of the telecast facilities howsoever caused and for whatever reason (including but not limited to electrical and/ or mechanical failure), the Company may in its sole, absolute and unfettered discretion telecast the same at the next best available time and/or in any other comparable spot, and the decision of the Company shall be final and conclusive.

24. Change of Terms

The Company reserves the right at any time by not less than 6 weeks notice in writing served on the Advertiser to alter the rates chargeable hereunder and any of these Terms and Conditions. Any such alterations shall take effect on the date specified by the Company or 6 weeks after

service of written notice on the Advertiser whichever shall be the later. The Advertiser shall be entitled to cancel or terminate without any payment on any Contract so altered by notice in writing served on the Company within 6 weeks after service of particulars of the changes on the Advertiser. Save as aforesaid, the Advertiser cannot cancel or terminate any Contract.

25. Assignment

The Advertisers shall not assign any benefit under this Contract without the consent in writing of the Company.

Company's Lien

The Company shall be entitled to a general lien on all posters in the Company's possession for all sums, whether liquidated or qualified or not, due from the Advertiser to the Company.

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The Company shall be entitled to a general lien on all posters in the Company's possession for all sums, whether liquidated or qualified or not, due from the Advertiser to the Company.

27. Indemnities

(a) The Advertisers shall indemnify and keep the Company indemnified against all penalties imposed by the Communications Authority arising from the telecast of Material supplied by or transmitted for the Advertiser.

(b) The Advertiser warrants and undertakes that:

(1) The Advertiser will be responsible for obtaining and paying for all necessary licenses and consents for the reproduction, transmission, showing and ancillary exploitations of any intellectual property works in the materials (including the synchronization right of songs and recording right of musical recordings) or the appearance of any person in the materials.

(2) No materials will breach any applicable law or be defamatory of any third party.

(3) The Advertiser will indemnify and keep the Company indemnified against all actions, proceedings, costs (including legal costs on a full indemnity basis), damages, expenses, penalty claims, demands and liabilities arising from any breach of the above warranties or other conditions or in any manner whatsoever in consequence of the use, recording or showing of any materials or other matter supplied by or shown for the Advertiser, including all costs incurred in obtaining advice on and dealing with threatened claims or proceedings whether or not actually brought or instituted.

(4) The Advertiser will further indemnify and keep the Company indemnified against all penalties imposed by any regulatory bodies for any breach of any applicable law as a result of the showing of materials supplied by or shown for the Advertiser.

TERMS & CONDITIONS – DIGITAL MEDIA

1. All General Terms and Conditions are applicable.

2. Delivery

All digital advertising materials for display shall be submitted via internet connection to the Company's FTP, or by hard copy to such other address or addresses as the Company shall specify, no less than 10 working days prior to the date of commencement of display specified in the Contract.

3. Late or Non-Delivery

In the event of late delivery or non-delivery of advertising materials, charges shall still be payable and shall accrue due as from the specified commencement date.

4. Right of Rejection

The Company shall have the absolute right at any time to refuse to display or continue to display any file or sequence of files which, in its opinion is objectionable, unsuitable, impracticable or likely to give offence, or designs that resemble safety signages. In such event the Contract in whole or in part may be cancelled by the Company forthwith without any responsibility or liability on the part of the Company and to the extent not so cancelled the Contract shall continue in full force and effect.

5. Change of Schedule

(a) For booking of MTR Digital Motion Network, MTR Digital Motion Zone and TV Ring, rescheduling of the campaign period is allowed provided that prior written notice thereof is given to the Company no less than 2 weeks before the commencement date. If written notice is given less than 2 weeks before the commencement date, the Company may in its sole, absolute and unfettered discretion still allow rescheduling of the campaign period but a handling fee at such amount as the Company may determine will be imposed.

(b) For booking of Digital Panel Network, rescheduling of the campaign period is allowed provided that prior written notice thereof is given to the Company no less than 8 weeks before the commencement date and also upon payment of a handling fee equivalent to 20% of the original charges. No rescheduling of the campaign period will be allowed if written notice thereof is given less than 8 weeks before the commencement date.

(c) For booking of Digital Escalator Crown Bank, Digital Panel Zone and Digital Diorama, rescheduling of the campaign period is allowed provided that prior written notice thereof is given to the Company no less than 8 weeks before the commencement date and also upon payment of a handling fee equivalent to 20% of the original charges. No rescheduling of the campaign period will be allowed if written notice thereof is given less than 8 weeks before the commencement date.

(d) Notwithstanding anything aforesaid, any rescheduling of the campaign period shall be subject to availability.

6. Property Rights

For data and information stored or contained in any files, format or media and also all films, audio or visual programmes and any other form of recordings relating to the advertisements which are sent or provided to the Company, the Company is fully entitled (and is deemed to be given the full and irrevocable power, authority and consent) to reproduce and/or publish them, and/or to convert or modify them into any other format as the Company may deem necessary, which are for the purposes of playing, publishing or displaying such advertisements in the MTR system. This shall not in any way amount to or give rise to any claim for any breach, violation or infringement of any contract or any intellectual property rights of any person by the Company.

7. Cancellation Of Scheduled Showing

7.1 The company reserves the right to cancel any scheduled showing of Materials or any part thereof without prior notice. Cancellation of any one or more Programmes or spots shall not void the entire booking.

7.2 Any cancellation by the company under Condition (7.1) above will, at the option of the company, be compensated by either

(a) granting the Advertiser additional showing of a like value,

(b) by extending any Booking of the Advertiser at no extra charge to the Advertiser, or (c) by deducting a prorated value of the spots cancelled from the amount otherwise owed to the company.

By any one of these actions, the company shall have fully discharged its liabilities under Clause (7.1) and the Advertiser and/or Advertising Agent hereby waives all claims against the company, including without limitation claims for damages, losses and costs whatsoever arising therefrom.

8. Variations of the schedule of showing

All scheduled showing of Materials are subject to changes due to (a) programming exigencies or (b) pre-emption by MTR's emergency announcements. The company will do its best to adhere to the schedule for showing but will not give any warranty in respect thereof and in particular will not give any warranty as to the specific time of showing of the Materials, the Advertiser and/or Advertising Agent hereby waives all claims against the company, including without limitation claims for damages, losses and costs whatsoever arising therefrom.

9. Interruption

9.1 The company gives no warranty that the Materials will be shown on the Digital products as contemplated in the Booking.

9.2 If the showing of any unit of Materials is suspended or interrupted due to (a) the breakdown of the system of the Digital products or other facilities or services (including electrical and mechanical failures); (b) emergency at the Relevant Railways and/or Stations; or (c) any other Acts of God or causes beyond the company's control, the company will, in respect of the unit of Materials affected, show the same unit as soon as possible thereafter, at a time next best available to be decided by the Company. The Advertiser and/or Advertising Agent will accept and pay for such showing as if the same had been shown as contemplated in the Booking.

TERMS & CONDITIONS - ADVERTISEMENT CONTENT

All General Terms & Conditions are applicable.

The MTR system is a very popular and widely used mode of public transport that serves all walks of life. As the sales agent for MTR Corporation Limited ("MTRCL"), JCDecaux Pearl & Dean Limited ("the Company") must consider the suitability and acceptability of the formats, presentation and contents of all advertisements displayed or published in the MTR system to take into account the interest of the public. Therefore, to obviate last-minutes difficulties and the possibility of wasted production costs, the Company will willingly advise on the likelihood of acceptability of all advertisements before production shall commence.

- I. Advertisements will not be accepted for, or retained on, display on the MTR system if in the opinion of the Company (which opinion shall be decided by its sole and absolute discretion), they:-
 1. fail to comply with the law of the Hong Kong SAR, or incite or provide any means to cause or enable any person to break the law of the Hong Kong SAR, .
 2. contain any statements, visual/audio presentations or messages which are immoral; or which offend against the generally accepted standards of public decency or the social or cultural standards of the society; or which depict, suggest or amount to indecency or obscenity; or which depict any human, animals or their bodies as sex objects; or which encourage, endorse or provoke physical violence or any anti-social behaviour; or which promote, support or are in any way connected with any terrorists activities or organizations; or which are otherwise in any way causing any discomfort, fear, distress, embarrassment or distaste to the public.
 3. suggest, encourage or endorse any unsafe practices. Particular attention shall be given to the safety, interest and welfare of children to ensure that no statements, visual/audio presentations or messages will be likely to result in harm (whether physical, mental or moral) to children, or which may exploit their immaturity, inexperience, lack of knowledge or tendency to believe in what they see, hear or read.
 4. promote or advertise any films and television programs and:-
 - such films and/or their advertising materials have not been submitted for classification or have been classified as obscene under the Control of Obscene and Indecent Articles Ordinance, Cap. 390, or otherwise in any way fail to comply with or violate the provisions of such Ordinance.
 - if the application for grant of the relevant certificate of approval or exemption by the Commissioner for Television and Entertainment Licensing of any film is refused, its advertisements may be withheld or withdrawn from display or publication.

- if the advertisements of any films or television programmes are depicting murder, scene of terror or horror, acts of violence, controversial religious issues, nudity or having any sexual connotation, they will be subject to thorough and vigilant examination and may be rejected.
5. contain any descriptions, claims or illustrations, presentation or convey any messages which may directly or impliedly mislead about the products or services advertised; or mislead or cause false impression to the viewers by inaccuracy, ambiguity, exaggeration, deceit, omission or otherwise. All descriptions, claims and comparisons which relate to matters of objectively ascertainable facts should be capable of substantiation.
 6. contain any materials or convey any messages that may directly or indirectly:
 - suggest, endorse or provoke discrimination (including but not limited to sex, race, religion, age, jobs, financial position, family status or disability) or to humiliate, stigmatize or undermine the status or standing of any identifiable group of persons.
 - cause racial hatred or give rise to strong racial feeling; or may directly or indirectly result in or incite racial controversy, conflict or discrimination.
 - attack or degrade any religion; or in any way visualize or present in any manner any religious or sacred objects or subjects which may offend or cause discomfort or anxiety to the viewers; or may directly or indirectly result in or incite religious controversy, conflict or discrimination.
 7. reproduce or contain a reproduction of, whether or not to the correct scale, any Hong Kong currency note or any part thereof; or involve or consist of the making of anything which resembles a Hong Kong coin in shape, size and the substance of which it is made, except with the prior written consent of the Monetary Authority.
 8. may in any way cause social unrest, or incite social controversy, whether arising immediately or occurring anytime afterwards; or are likely to attract or cause large crowd of people or viewers to gather or remain within the MTR system; or cause or inciting them to create any nuisance or inconvenience to the public.
 9. are of a political nature. Without prejudice to the generality of the aforesaid, any content of advertisement which whether directly or indirectly:
 - contains reference or references to any election or referendum or political debate; or any candidate or potential candidate of any election or any topic or subject of any election, referendum or political debate; or any political issue or view; or any political party or political organization or its leader, member, officer or political standpoint;

- rallies for or seeks support of (including financial support or contribution) or urges opposition against, or purporting to give any observation, comment or analysis to, any election or referendum or political debate or political issue or view or any candidate or potential candidate of any election or any topic or subject of any election, referendum, political debate or political issue or view or any political party or political organization or its leader, member, officer or political standpoint; or the voting for or against any of the aforesaid;
- praises, criticizes, denigrates, appraises (or calls for the appointment, resignation or change of) any government, any government official (including any candidate or potential candidate for newly-appointed government official), any legislature, executive or policy-making body, district or local council or authority or any other public body or organization (whether governmental or not) or the member or officer of any of the aforesaid parties, or any political party or political organization or its leader, member, officer or political viewpoint;
- discusses, appraises, supports, criticizes or calls for the support of or criticism against any public or social policy, political view or issue, legislation or judicial decision;
- showing or depicting any picture, photograph, image or screen of any political party or political organization or its leader, member, officer, flag, symbol or emblem; or of any candidate or potential candidate of any election; or of any election, referendum, political debate or political issue or view or any topic or subject thereof;
- contains or broadcast any sound recording of any speech, dialogue, message or music relating to any political party or political organization or its leader, member, officer or anthem; or to any candidate or potential candidate of any election; or to any election, referendum, political debate, political issue or view or any topic or subject thereof; or
- in any way suggest or imply that any political stand or viewpoint is taken by MTRCL and/or the Company and/or the public;

will be considered as of a political nature and will not be accepted.

Any content of advertisement which expressly or by implication contains reference or references to other materials, links or sources which are of a political nature is also not allowed and will not be accepted.

The above is not an exhaustive list of what shall constitute content of advertisement of a political nature. The Company shall under all circumstances have the absolute right and unfettered discretion to determine and decide whether the content of any advertisement is of a political nature, and its determination and decision shall be final, binding and conclusive.

10. do not comply with any Ordinance, Regulations or By Laws of, governing or applicable to MTRCL.
11. conflict with or fail to meet the standards and guidelines of the Hong Kong Code of Advertising Standards; or fail to comply with the code of practice, regulations or requirements of any professional bodies which are applicable to the type of goods or services advertised.
12. contain, whether directly or by implication, any statement or suggestion which:
- is defamatory in nature; or which disparages or denigrates other products, services or business competitors or person(s) or company(ies). Comparative advertising will be closely scrutinized.
 - amount to infringement or may give rise to claim for infringement of trademarks, copyrights, patents, designs rights and/or other intellectual property rights of others unless prior written consent of the rightful owner is obtained and submitted to the Company for approval. MTRCL and the Company may require an indemnity to be given against any future or potential claims, legal actions and/or loss and damage before any approval is given.
 - contain any unfair or unproven accusations or criticisms.
13. imitate or copy other products or services; or the works, designs, tradenames, trademarks and/or the visual/audio presentation of others in any way which is likely to mislead or cause confusion to the public.
14. violate or intrude the personal privacy or involve the unauthorized use or disclosure of personal data of any person; or unfairly portray or refer to people in any adverse or offensive way; or in any manner whether directly or by Implication depict, make reference to or present any quotes or images of a living person unless prior written consent of that person is obtained and submitted to the Company for approval. MTRCL and the Company may require an indemnity to be given against any future or potential claims, legal actions and/or loss and damage before approval is given.

15. display, make reference to or contain any features or images which resembles any logo, signages, routes or stations charts or diagrams, designs or images (whether registered or not) of MTRCL; or which is likely to mislead or cause confusion to the public.
16. may damage or adversely affect the image, goodwill and reputation of MTRCL and/or the Company; or create any negative, unpopular or biased impression or opinion towards MTRCL and/or the Company; or may in any way adversely affect the interest of MTRCL and/or the Company.

For all information and advertising materials provided or submitted by the Advertiser to the Company, including but not limited to any trade descriptions as defined in the Trade Descriptions Ordinance (Cap. 362)

("TDO"):

- a) they must be true and accurate in all respects, and do not contain material omissions or are not otherwise misleading in any respect and comply with the requirements of all regulations and legislations in Hong Kong, including the TDO;.
 - b) should the Advertisers become aware that any of information and materials is inaccurate or untrue at any point of time after its provision to the Company, the Advertisers must promptly inform the Company of the same and make any necessary adjustment to such advertising materials in accordance with requirements of the TDO.
- II. The Company is entitled at any time to incorporate, show, display, make references to and/or use as examples or demonstration any of the advertisements accepted by them for the purpose of their own business presentation, marketing and/or promotion activities and materials. All requisite consent is deemed to be given to the Company in relation to such purpose.
 - III. When reviewing or deciding on the content of any advertisement, the Company may consider not only the visual image, sound effect, tagline, text or express wordings, but it may also take into account any underlying course or message, allusion, innuendo or implication that may be conveyed, connoted or communicated. The Company shall always have the sole, absolute, final and unfettered discretion in its opinion, decision or conclusion.
 - IV. The Advertiser and also any person, company or other entity on whose behalf the Advertiser is acting for in placing the advertisement with the Company and each of them

shall have the sole and primary obligation to ensure that the content of the advertisement and all information and advertising materials relating thereto provided to the Company are true and accurate and not misleading in all respects, and they have fully and duly complied with and observed all of these terms and conditions on advertisement content, including but not limited to full compliance and observance with the laws of Hong Kong. Upon placing of the advertisement, the Advertiser shall be deemed to have given an undertaking and warranty to the Company that their aforesaid obligation has been duly and fully fulfilled, observed and complied with. The Advertiser acknowledges and accepts that the Company has no responsibility to verify or investigate (and may not have the requisite means, specific knowledge or information or access to information to verify or investigate) whether the Advertiser have fully and duly fulfilled, complied with or observed their aforesaid obligation, and the Company may have to rely on the undertaking, warranty and representation given or made by the Advertiser.] The Company may in its absolute discretion at any time require the Advertiser to make or give such written declaration as the Company may deem appropriate to confirm compliance and observance of their aforesaid obligation before accepting any advertisement. Such written declaration shall be personally signed by the Advertiser if they are natural persons, or by its/their partner/office bearer in the case of a firm, partnership or other body unincorporate, or by its/their director or senior officer in the case of a limited company or other body corporate. Without prejudice to anything hereinabove mentioned, the Company may, if it shall in its absolute discretion consider appropriate, at any time require the Advertiser to provide all or any supporting documents (which may include but not limited to permit, consent, approval, licence, registration or title documents or any other documents of whatever type or nature) to prove and/or demonstrate that the Advertiser have fully fulfilled, observed and complied with their aforesaid obligation and/or that their declaration is true and correct. If the Advertiser shall fail or refuse to provide to the Company the aforesaid signed written declaration or any of the supporting documents as the Company may require as aforesaid, the Company shall be entitled to reject any advertisement, or without any prior notice to remove, withdraw, withhold or suspend any advertisement whether entirely or for such period as the Company may in its absolute discretion deem fit even if such advertisement has previously already been accepted, displayed or published, without any compensation or refund to the Advertiser, and the Advertiser shall have any claim, demand or action whatsoever against the Company.

- V. In addition to and without prejudice to any other rights or remedies which the Company may have, the Advertisers hereby undertakes to indemnify the Company and keep the Company fully indemnified against all actions, claims, proceedings, costs and damages (including any damages or compensation paid by the Company on the advice of its legal advisers to compromise or settle any claim) and all legal costs or other expenses,

including any fines or penalties, arising out of any breach of the these terms and condition or out of any claim by a third party based on any facts which if substantiated would constitute such a breach.

- VI. These general terms and conditions and all rights obligations and/or disputes arising hereunder and/or under any other documents which form part of the contract between the Advertiser and JCDecaux shall be governed by and construed in accordance with the law of the Hong Kong SAR. All parties irrevocably agree to submit to the non- exclusive jurisdiction of the Courts of the Hong Kong SAR.

IMPORTANT NOTES – GENERAL

Juxtaposition of Competitive Advertising

Juxtaposition occurs when two posters next to each other display advertising for competitive products. JCDecaux Pearl & Dean Limited will endeavor to avoid such juxtaposition.

Special Arrangement

If MTR needs to operate for 24 hours on special days such as 24th, 25th, 31st of December to 1st of January or if MTR needs to operate with special arrangements which will affect any advertising related display, installation and dismantling activities, the related activities shall be rescheduled to the next business day. Clear-up of the sites in advance may be required for exhibition and display sites on specific dates at specific stations. Special arrangement requirements are subject to JCDecaux Pearl & Dean Limited's notification.

Extra Installation Fee for Escalator Safety Measure

An extra installation fee from 2,300 to 15,000 for escalator safety measure for Solus Panel above escalators will be per one time installation and one time dismantling. The exact installation fee will be subject to JCDecaux Pearl & Dean Limited's quotation and change.

In case of re-installation or final touch up of the creative posted afterwards, a minimum of 7 working days advance notice is required, and an extra installation fee will be charged per escalator per one time. Applicable format includes:

- Escalator Crown Panel with Full Extension
- Escalator Crown Bank with Full Extension
- Solus Panel above escalator
- Solus Wall above escalator
- Poster On Wall above travellers or escalators (e.g. POW#BC1 & BC2 in Hong Kong Station)
- Pillar and showcase next to Escalator

IMPORTANT NOTES – POSTERADS

Bookings

- a) All offers of space are subject to availability at the time required and to JCDecaux Pearl & Dean Limited's general terms and conditions.
- b) The structure of each network is pre-determined and cannot be altered by the Advertiser.
- c) Extension of a booking cannot be guaranteed. Advertisers should be aware that they do not have an automatic option to renew their sites and that these sites may be taken up by another advertiser when their contract expires.
- d) Advertisers may book on a long-term basis and change posters during the display period. However, such changes are only allowed free of charge every 4 weeks and must be indicated at the time of booking. It should be noted that brand changes are only allowed in instances where the brands are distributed by the same company.

Rates

All rates are exclusive of the cost of advertising material unless otherwise specified. The rates are inclusive of initial posting, a change of poster within minimum booking period if required, illumination, cleaning and maintenance.

Cancellation

The Contract cannot be cancelled after confirmation unless otherwise expressly provided by JCDecaux Pearl & Dean Limited's General Terms and Conditions.

Posting Fee for Additional Posting

Posting fee is included in the rates shown except that the following service charges are made if additional posting is required within the minimum booking period.

Item	Per poster per change (HK\$)
In-train Card	14
Escalator Crown	37
Broadview Banner	61
4-sheet	67
6-sheet	127
12-sheet	184
New Mega Lightbox (HOK, KOW, TSY)	546
Solus	886

Posting Fee for Irregular Commencement Day

For Installation and / or dismantling set on any irregular commencement or dismantling days, following service charges will be incurred. Should the campaigns in question fail to meet the minimum booking required, the posting fee for additional posting will be incurred on top of the below charges.

Item	Weekday (HK\$)	Weekend (HK\$)	Public Holiday (HK\$)
Broadview Banner	25,105	37,657	55,229
In-train Card	2,789	4,186	6,141
Trackside 12-sheet or 6-sheet Banks (Per zone)	2,789	4,186	6,141
Escalator Crown + Extension (137 posters x 2)	36,260	54,389	79,781
Escalator Crown + Extension (275 posters x 2)	69,736	104,598	153,416
4-sheet (185 posters or 245 posters)	25,105	37,657	55,229
Concourse 12-sheet (150 posters)	33,471	50,209	73,640
Trackside 12-sheet (150 posters or 240 posters)	69,736	104,598	153,416
Solus Panel (1-2 panel(s) per station)	8,366	12,552	18,417
Minimum Charge (for quantity lower than those mentioned above and varies with Competent Person required)	1,337	2,002	2,937

Posting Fee for Special Execution

Item	HK\$
Escalator Crown with 3D pop-up	184 per pc
Escalator Crown with Die-cut sticker	97 per sticker

Remarks

Extra handling fee will be charged for specified posting pattern and numerous layout versions of Escalator Crown and will be subject to JCD Pearl & Dean Limited's quotation.

Maximum Number of Networks

Categories of advertisers may book up to three networks simultaneously of each network type. JCDecaux Pearl & Dean Limited reserves the right not to accept bookings for more than three networks from a product category.

Replacement Panel

In the event of any network panel(s) being affected by renovation work or other circumstances, JCDecaux Pearl & Dean Limited reserves the right to substitute the affected panel(s) by panel(s) of similar value in other stations.

Remarks

1. Posting work for Trackside 12-sheet is subject to the availability of track which may be occupied by MTR Operation for maintenance.
2. Notice for any special arrangement for posting work should be given 1 week in advance, which is subject to final operation confirmation from JCDecaux Pearl & Dean Limited.
3. An installation fee will be charged for any die-cut sticker and will be subject to JCDecaux Pearl & Dean Limited's quotation. The advertiser is free to appoint any contractor for the installation.

Item	Weekday (HK\$)	Weekend (HK\$)	Public Holiday (HK\$)
Broadview Banner	25,105	37,657	55,229
In-train Card	2,789	4,186	6,141
Trackside 12-sheet or 6-sheet Banks (Per zone)	2,789	4,186	6,141
Escalator Crown + Extension (137 posters x 2)	36,260	54,389	79,781
Escalator Crown + Extension (275 posters x 2)	69,736	104,598	153,416
4-sheet (185 posters or 245 posters)	25,105	37,657	55,229
Concourse 12-sheet (150 posters)	33,471	50,209	73,640
Trackside 12-sheet (150 posters or 240 posters)	69,736	104,598	153,416
Solus Panel (1-2 panel(s) per station)	8,366	12,552	18,417
Minimum Charge (for quantity lower than those mentioned above and varies with Competent Person required)	1,337	2,002	2,937

Quantities

The following table is given as a guide to the quantities of advertising material which must be supplied.

Network	Quantity
4-sheet Frequency Network	225
4-sheet High Impact Network	295
Trackside 12-sheet Frequency Network	180
Trackside 12-sheet High Impact Network	290
Concourse 12-sheet Standard Network	180
Escalator Crown Standard Network with 3D pop-up	305
Included:	
• 3D pop-up	
• Regular	
Tung Chung Line In-train Card	425
Broadview Banner	420
Special 4-sheet Networks by Segment	Entitled quantity + minimum 20% spare
Special Trackside 12-sheet Networks by Segment	Entitled quantity + minimum 20% spare

Advertising Layout Submission

FINAL layout(s) and mockup(s) of all advertisements have to be submitted to JCDecaux Pearl & Dean Limited for approval at least 3 full working days prior to the campaign production start date.

Delivery

All advertisements must be delivered to the following address accompanied by a delivery note specifying the contractor and poster number.

Delivery Time:

In-train Formats to be installed by JCDecaux Pearl & Dean Limited	Tuesday	9:45 a.m. – 12:45 p.m. / 2:00 p.m. – 3:45 p.m.
Other formats	Monday to Wednesday	9:45 a.m. – 12:45 p.m. / 2:00 p.m. – 3:45 p.m.

Address:

MTR JCDecaux Pearl & Dean Poster Depot

Room G401, West Road

MTR Kowloon Bay Depot,

33 Wai Yip Street, Kowloon Bay, Kowloon (next to Ngau Tau Kwok Police Station)

Telephone Number: (852) 2993 2396

Use of Materials

- Yupo paper posters can be used for one posting only and cannot be re-used.
- Duratrans or photographic transparency material may fade in time and deteriorate with frequent handling. JCDecaux Pearl & Dean Limited will accept responsibility for one posting change only for this type of material. The suggested life span for this type of material is six months. JCDecaux Pearl & Dean Limited reserves the right to reject any material which is badly deteriorated or obsolete. It is the responsibility of the advertiser to send us new material for replacement if a poster is found to have deteriorated or be obsolete after a long period of display.

Return of Materials

Posting or other advertising materials which are surplus to requirements, or which have been removed from display will be disposed of unless at least seven days prior notice in writing has been given to hold them for collection. JCDecaux Pearl & Dean Limited will then hold the

materials for two weeks. If they have not been collected by then they will be disposed of without further notice.

PosterAds Production

The advertiser may directly appoint any production house or printing company as appropriate in accordance with the requirements specified in the “Important Notes – PosterAds (I) & (II)” of the Rate Card.

Remarks

1. All materials must be delivered at least 3 full working days prior to the commencement date of display. Any late delivery will be subject to JCDecaux Pearl & Dean Limited's acceptance. The minimum rate of 1,215 will be incurred by the advertiser as late delivery penalty. The penalty amount is subject to the change from JCDecaux Pearl & Dean Limited.
2. In order to maintain the posters in good condition, all PosterAds of the following material types, i.e. Yupo Paper, Duratran, Back-lit Film, Front-lit Vinyl and Back-lit Vinyl, must be rolled up individually before delivery. The posters should be divided into numbers of lot, i.e. 20 to 30 pieces per lot with each lot wrapped with extra paper sheet. It is recommended not to use any PVC type of transparent bag for individual roll-up of the posters.

IMPORTANT NOTES – DIGITAL MEDIA

MTR Digital Landscape Network / MTR Digital Landscape Zone / MTR Digital Ring Zone/ MTR Digital Portrait Network / MTR Digital Portrait Hot Spot/MTR Digital Portrait Zone/ MTR Digital Escalator Crown Bank/MTR Interactive Iconic Digital

- 15% Agency Commission inclusive.
- Support Dynamic Content. Dynamic Content refers to Weather forecast, UV index forecast, Social Media, Voting, Store Proximity, Instant Sales Offer, Countdown and Financial Index. Customized dynamic content can be quoted separately.
- Peak Season: 15% surcharge applies on all above formats during the peak season period, please see the booking calendar for details.
- *Video duration can be varied, please consult our sales representatives for the detailed offers
- Materials are subject to OFNAA's censorship approval*
- For network bookings,

video for censorship must be submitted **10 working days** prior to commencement of display:
video of final output must be submitted **3 working days** prior to commencement of display.

- For zone and Digital Escalator Crown Bank bookings,

Artworks, story board, mockup and video for censorship must be submitted **15 working days** prior to commencement of display: Video final output must be submitted **8 working days** prior to commencement of display

- Material requirement for digital file submission: MPEG-4 (all formats)
- For any changes of material, censorship approval procedure has to be redone
- For more details on technical specifications, please refer to separate Content Specification files of different formats
- * Acceptability: Class I by OFNAA ranking