



HOY Rate Card

effective from Jan 2024

HOY TV Limited

The Exclusive Commercial Airtime Sales Distributor of HOY 76, HOY 77 and HOY 78

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Rate Card 2024

BASIC SPOT ANNOUNCEMENT RATES
(in Hong Kong Dollars)

19:55 - 22:50 (Mon-Sun)

H5	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	46,240	69,360	79,760	91,720	105,480	121,320	139,520	160,440	184,520	212,200
90 Sec	34,680	52,020	59,820	68,790	79,110	90,990	104,640	120,330	138,390	159,150
80 Sec	30,830	46,240	53,170	61,150	70,320	80,880	93,010	106,960	123,010	141,470
70 Sec	26,970	40,460	46,530	53,500	61,530	70,770	81,390	93,590	107,640	123,780
60 Sec	23,120	34,680	39,880	45,860	52,740	60,660	69,760	80,220	92,260	106,100
55 Sec	21,190	31,790	36,560	42,040	48,340	55,600	63,950	73,530	84,570	97,260
50 Sec	19,270	28,900	33,230	38,220	43,950	50,550	58,130	66,850	76,880	88,420
45 Sec	17,340	26,010	29,910	34,400	39,560	45,500	52,320	60,170	69,200	79,580
40 Sec	15,410	23,120	26,590	30,570	35,160	40,440	46,510	53,480	61,510	70,730
35 Sec	13,490	20,230	23,260	26,750	30,770	35,390	40,690	46,800	53,820	61,890
30 Sec	11,560	17,340	19,940	22,930	26,370	30,330	34,880	40,110	46,130	53,050
25 Sec	9,630	14,450	16,620	19,110	21,970	25,270	29,070	33,420	38,440	44,210
20 Sec	7,710	11,560	13,290	15,290	17,580	20,220	23,250	26,740	30,750	35,370
15 Sec	5,780	8,670	9,970	11,470	13,190	15,170	17,440	20,060	23,070	26,530
10 Sec	3,850	5,780	6,650	7,640	8,790	10,110	11,630	13,370	15,380	17,680
5 Sec	1,930	2,890	3,320	3,820	4,400	5,060	5,810	6,690	7,690	8,840

18:25 - 19:50 / 22:55 - 24:50 (Mon-Sun)

H4	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	32,360	48,520	55,800	64,200	73,800	84,880	97,640	112,280	129,120	148,480
90 Sec	24,270	36,390	41,850	48,150	55,350	63,660	73,230	84,210	96,840	111,360
80 Sec	21,570	32,350	37,200	42,800	49,200	56,590	65,090	74,850	86,080	98,990
70 Sec	18,880	28,300	32,550	37,450	43,050	49,510	56,960	65,500	75,320	86,610
60 Sec	16,180	24,260	27,900	32,100	36,900	42,440	48,820	56,140	64,560	74,240
55 Sec	14,830	22,240	25,570	29,420	33,820	38,900	44,750	51,460	59,180	68,050
50 Sec	13,480	20,220	23,250	26,750	30,750	35,370	40,680	46,780	53,800	61,870
45 Sec	12,140	18,200	20,930	24,080	27,680	31,830	36,620	42,110	48,420	55,680
40 Sec	10,790	16,170	18,600	21,400	24,600	28,290	32,550	37,430	43,040	49,490
35 Sec	9,440	14,150	16,280	18,730	21,530	24,760	28,480	32,750	37,660	43,310
30 Sec	8,090	12,130	13,950	16,050	18,450	21,220	24,410	28,070	32,280	37,120
25 Sec	6,740	10,110	11,620	13,370	15,370	17,680	20,340	23,390	26,900	30,930
20 Sec	5,390	8,090	9,300	10,700	12,300	14,150	16,270	18,710	21,520	24,750
15 Sec	4,050	6,070	6,980	8,030	9,230	10,610	12,210	14,040	16,140	18,560
10 Sec	2,700	4,040	4,650	5,350	6,150	7,070	8,140	9,360	10,760	12,370
5 Sec	1,350	2,020	2,330	2,680	3,080	3,540	4,070	4,680	5,380	6,190

10:55 - 15:50 (Mon-Sun)

H3	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	18,480	27,720	31,880	36,680	42,160	48,480	55,760	64,120	73,760	84,800
90 Sec	13,860	20,790	23,910	27,510	31,620	36,360	41,820	48,090	55,320	63,600
80 Sec	12,320	18,480	21,250	24,450	28,110	32,320	37,170	42,750	49,170	56,530
70 Sec	10,780	16,170	18,600	21,400	24,590	28,280	32,530	37,400	43,030	49,470
60 Sec	9,240	13,860	15,940	18,340	21,080	24,240	27,880	32,060	36,880	42,400
55 Sec	8,470	12,700	14,610	16,810	19,320	22,220	25,560	29,390	33,810	38,870
50 Sec	7,700	11,550	13,280	15,280	17,570	20,200	23,230	26,720	30,730	35,330
45 Sec	6,930	10,400	11,960	13,760	15,810	18,180	20,910	24,050	27,660	31,800
40 Sec	6,160	9,240	10,630	12,230	14,050	16,160	18,590	21,370	24,590	28,270
35 Sec	5,390	8,090	9,300	10,700	12,300	14,140	16,260	18,700	21,510	24,730
30 Sec	4,620	6,930	7,970	9,170	10,540	12,120	13,940	16,030	18,440	21,200
25 Sec	3,850	5,770	6,640	7,640	8,780	10,100	11,620	13,360	15,370	17,670
20 Sec	3,080	4,620	5,310	6,110	7,030	8,080	9,290	10,690	12,290	14,130
15 Sec	2,310	3,470	3,990	4,590	5,270	6,060	6,970	8,020	9,220	10,600
10 Sec	1,540	2,310	2,660	3,060	3,510	4,040	4,650	5,340	6,150	7,070
5 Sec	770	1,160	1,330	1,530	1,760	2,020	2,320	2,670	3,070	3,530



Rate Card 2024

BASIC SPOT ANNOUNCEMENT RATES
(in Hong Kong Dollars)

05:55 - 10:50 / 15:55 - 18:20 (Mon-Sun)

H2	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	13,880	20,840	23,960	27,520	31,680	36,440	41,880	48,160	55,400	63,720
90 Sec	10,410	15,630	17,970	20,640	23,760	27,330	31,410	36,120	41,550	47,790
80 Sec	9,250	13,890	15,970	18,350	21,120	24,290	27,920	32,110	36,930	42,480
70 Sec	8,100	12,160	13,980	16,050	18,480	21,260	24,430	28,090	32,320	37,170
60 Sec	6,940	10,420	11,980	13,760	15,840	18,220	20,940	24,080	27,700	31,860
55 Sec	6,360	9,550	10,980	12,610	14,520	16,700	19,190	22,070	25,390	29,200
50 Sec	5,780	8,680	9,980	11,470	13,200	15,180	17,450	20,070	23,080	26,550
45 Sec	5,210	7,820	8,990	10,320	11,880	13,670	15,710	18,060	20,780	23,900
40 Sec	4,630	6,950	7,990	9,170	10,560	12,150	13,960	16,050	18,470	21,240
35 Sec	4,050	6,080	6,990	8,030	9,240	10,630	12,220	14,050	16,160	18,590
30 Sec	3,470	5,210	5,990	6,880	7,920	9,110	10,470	12,040	13,850	15,930
25 Sec	2,890	4,340	4,990	5,730	6,600	7,590	8,720	10,030	11,540	13,270
20 Sec	2,310	3,470	3,990	4,590	5,280	6,070	6,980	8,030	9,230	10,620
15 Sec	1,740	2,610	3,000	3,440	3,960	4,560	5,240	6,020	6,930	7,970
10 Sec	1,160	1,740	2,000	2,290	2,640	3,040	3,490	4,010	4,620	5,310
5 Sec	580	870	1,000	1,150	1,320	1,520	1,750	2,010	2,310	2,660

24:55 - 29:55 (Mon-Sun)

H1	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	4,640	6,960	8,000	9,200	10,560	12,160	14,000	16,080	18,520	21,280
90 Sec	3,480	5,220	6,000	6,900	7,920	9,120	10,500	12,060	13,890	15,960
80 Sec	3,090	4,640	5,330	6,130	7,040	8,110	9,330	10,720	12,350	14,190
70 Sec	2,710	4,060	4,670	5,370	6,160	7,090	8,170	9,380	10,800	12,410
60 Sec	2,320	3,480	4,000	4,600	5,280	6,080	7,000	8,040	9,260	10,640
55 Sec	2,130	3,190	3,670	4,220	4,840	5,570	6,420	7,370	8,490	9,750
50 Sec	1,930	2,900	3,330	3,830	4,400	5,070	5,830	6,700	7,720	8,870
45 Sec	1,740	2,610	3,000	3,450	3,960	4,560	5,250	6,030	6,950	7,980
40 Sec	1,550	2,320	2,670	3,070	3,520	4,050	4,670	5,360	6,170	7,090
35 Sec	1,350	2,030	2,330	2,680	3,080	3,550	4,080	4,690	5,400	6,210
30 Sec	1,160	1,740	2,000	2,300	2,640	3,040	3,500	4,020	4,630	5,320
25 Sec	970	1,450	1,670	1,920	2,200	2,530	2,920	3,350	3,860	4,430
20 Sec	770	1,160	1,330	1,530	1,760	2,030	2,330	2,680	3,090	3,550
15 Sec	580	870	1,000	1,150	1,320	1,520	1,750	2,010	2,320	2,660
10 Sec	390	580	670	770	880	1,010	1,170	1,340	1,540	1,770
5 Sec	190	290	330	380	440	510	580	670	770	890



Rate Card 2024

TIME CLASS TABLE

Hour	Mon-Sun
05:55 - 10:50	H2
10:55 - 15:50	H3
15:55 - 18:20	H2
18:25 - 19:50	H4
19:55 - 22:50	H5
22:55 - 24:50	H4
24:55 - 29:55	H1

Remarks:

1. In the event of continuous transmission, a broadcasting day commences at 06:00 for the following 24 hours.



Rate Card 2024

BASIC SPOT ANNOUNCEMENT RATES
(in Hong Kong Dollars)

17:55 - 23:05 (Mon-Sun)

H4	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	32,360	48,520	55,800	64,200	73,800	84,880	97,640	112,280	129,120	148,480
90 Sec	24,270	36,390	41,850	48,150	55,350	63,660	73,230	84,210	96,840	111,360
80 Sec	21,570	32,350	37,200	42,800	49,200	56,590	65,090	74,850	86,080	98,990
70 Sec	18,880	28,300	32,550	37,450	43,050	49,510	56,960	65,500	75,320	86,610
60 Sec	16,180	24,260	27,900	32,100	36,900	42,440	48,820	56,140	64,560	74,240
55 Sec	14,830	22,240	25,570	29,420	33,820	38,900	44,750	51,460	59,180	68,050
50 Sec	13,480	20,220	23,250	26,750	30,750	35,370	40,680	46,780	53,800	61,870
45 Sec	12,140	18,200	20,930	24,080	27,680	31,830	36,620	42,110	48,420	55,680
40 Sec	10,790	16,170	18,600	21,400	24,600	28,290	32,550	37,430	43,040	49,490
35 Sec	9,440	14,150	16,280	18,730	21,530	24,760	28,480	32,750	37,660	43,310
30 Sec	8,090	12,130	13,950	16,050	18,450	21,220	24,410	28,070	32,280	37,120
25 Sec	6,740	10,110	11,620	13,370	15,370	17,680	20,340	23,390	26,900	30,930
20 Sec	5,390	8,090	9,300	10,700	12,300	14,150	16,270	18,710	21,520	24,750
15 Sec	4,050	6,070	6,980	8,030	9,230	10,610	12,210	14,040	16,140	18,560
10 Sec	2,700	4,040	4,650	5,350	6,150	7,070	8,140	9,360	10,760	12,370
5 Sec	1,350	2,020	2,330	2,680	3,080	3,540	4,070	4,680	5,380	6,190

06:55 - 12:50 / 23:10 - 24:50 (Mon-Sun)

H3	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	18,480	27,720	31,880	36,680	42,160	48,480	55,760	64,120	73,760	84,800
90 Sec	13,860	20,790	23,910	27,510	31,620	36,360	41,820	48,090	55,320	63,600
80 Sec	12,320	18,480	21,250	24,450	28,110	32,320	37,170	42,750	49,170	56,530
70 Sec	10,780	16,170	18,600	21,400	24,590	28,280	32,530	37,400	43,030	49,470
60 Sec	9,240	13,860	15,940	18,340	21,080	24,240	27,880	32,060	36,880	42,400
55 Sec	8,470	12,700	14,610	16,810	19,320	22,220	25,560	29,390	33,810	38,870
50 Sec	7,700	11,550	13,280	15,280	17,570	20,200	23,230	26,720	30,730	35,330
45 Sec	6,930	10,400	11,960	13,760	15,810	18,180	20,910	24,050	27,660	31,800
40 Sec	6,160	9,240	10,630	12,230	14,050	16,160	18,590	21,370	24,590	28,270
35 Sec	5,390	8,090	9,300	10,700	12,300	14,140	16,260	18,700	21,510	24,730
30 Sec	4,620	6,930	7,970	9,170	10,540	12,120	13,940	16,030	18,440	21,200
25 Sec	3,850	5,770	6,640	7,640	8,780	10,100	11,620	13,360	15,370	17,670
20 Sec	3,080	4,620	5,310	6,110	7,030	8,080	9,290	10,690	12,290	14,130
15 Sec	2,310	3,470	3,990	4,590	5,270	6,060	6,970	8,020	9,220	10,600
10 Sec	1,540	2,310	2,660	3,060	3,510	4,040	4,650	5,340	6,150	7,070
5 Sec	770	1,160	1,330	1,530	1,760	2,020	2,320	2,670	3,070	3,530

12:55 - 17:50 (Mon-Sun)

H2	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	13,880	20,840	23,960	27,520	31,680	36,440	41,880	48,160	55,400	63,720
90 Sec	10,410	15,630	17,970	20,640	23,760	27,330	31,410	36,120	41,550	47,790
80 Sec	9,250	13,890	15,970	18,350	21,120	24,290	27,920	32,110	36,930	42,480
70 Sec	8,100	12,160	13,980	16,050	18,480	21,260	24,430	28,090	32,320	37,170
60 Sec	6,940	10,420	11,980	13,760	15,840	18,220	20,940	24,080	27,700	31,860
55 Sec	6,360	9,550	10,980	12,610	14,520	16,700	19,190	22,070	25,390	29,200
50 Sec	5,780	8,680	9,980	11,470	13,200	15,180	17,450	20,070	23,080	26,550
45 Sec	5,210	7,820	8,990	10,320	11,880	13,670	15,710	18,060	20,780	23,900
40 Sec	4,630	6,950	7,990	9,170	10,560	12,150	13,960	16,050	18,470	21,240
35 Sec	4,050	6,080	6,990	8,030	9,240	10,630	12,220	14,050	16,160	18,590
30 Sec	3,470	5,210	5,990	6,880	7,920	9,110	10,470	12,040	13,850	15,930
25 Sec	2,890	4,340	4,990	5,730	6,600	7,590	8,720	10,030	11,540	13,270
20 Sec	2,310	3,470	3,990	4,590	5,280	6,070	6,980	8,030	9,230	10,620
15 Sec	1,740	2,610	3,000	3,440	3,960	4,560	5,240	6,020	6,930	7,970
10 Sec	1,160	1,740	2,000	2,290	2,640	3,040	3,490	4,010	4,620	5,310
5 Sec	580	870	1,000	1,150	1,320	1,520	1,750	2,010	2,310	2,660



Rate Card 2024

BASIC SPOT ANNOUNCEMENT RATES
(in Hong Kong Dollars)

06:05 - 06:50 / 24:55 - 29:55 (Mon-Sun)

H1	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	4,640	6,960	8,000	9,200	10,560	12,160	14,000	16,080	18,520	21,280
90 Sec	3,480	5,220	6,000	6,900	7,920	9,120	10,500	12,060	13,890	15,960
80 Sec	3,090	4,640	5,330	6,130	7,040	8,110	9,330	10,720	12,350	14,190
70 Sec	2,710	4,060	4,670	5,370	6,160	7,090	8,170	9,380	10,800	12,410
60 Sec	2,320	3,480	4,000	4,600	5,280	6,080	7,000	8,040	9,260	10,640
55 Sec	2,130	3,190	3,670	4,220	4,840	5,570	6,420	7,370	8,490	9,750
50 Sec	1,930	2,900	3,330	3,830	4,400	5,070	5,830	6,700	7,720	8,870
45 Sec	1,740	2,610	3,000	3,450	3,960	4,560	5,250	6,030	6,950	7,980
40 Sec	1,550	2,320	2,670	3,070	3,520	4,050	4,670	5,360	6,170	7,090
35 Sec	1,350	2,030	2,330	2,680	3,080	3,550	4,080	4,690	5,400	6,210
30 Sec	1,160	1,740	2,000	2,300	2,640	3,040	3,500	4,020	4,630	5,320
25 Sec	970	1,450	1,670	1,920	2,200	2,530	2,920	3,350	3,860	4,430
20 Sec	770	1,160	1,330	1,530	1,760	2,030	2,330	2,680	3,090	3,550
15 Sec	580	870	1,000	1,150	1,320	1,520	1,750	2,010	2,320	2,660
10 Sec	390	580	670	770	880	1,010	1,170	1,340	1,540	1,770
5 Sec	190	290	330	380	440	510	580	670	770	890



Rate Card 2024

TIME CLASS TABLE

Hour	Mon-Sun
06:05 - 06:50	H1
06:55 - 12:50	H3
12:55 - 17:50	H2
17:55 - 23:05	H4
23:10 - 24:50	H3
24:55 - 29:55	H1

Remarks:

1. In the event of continuous transmission, a broadcasting day commences at 06:00 for the following 24 hours.



Rate Card 2024

BASIC SPOT ANNOUNCEMENT RATES

(in Hong Kong Dollars)

18:55 - 24:05 (Mon-Sun)

H3	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	18,480	27,720	31,880	36,680	42,160	48,480	55,760	64,120	73,760	84,800
90 Sec	13,860	20,790	23,910	27,510	31,620	36,360	41,820	48,090	55,320	63,600
80 Sec	12,320	18,480	21,250	24,450	28,110	32,320	37,170	42,750	49,170	56,530
70 Sec	10,780	16,170	18,600	21,400	24,590	28,280	32,530	37,400	43,030	49,470
60 Sec	9,240	13,860	15,940	18,340	21,080	24,240	27,880	32,060	36,880	42,400
55 Sec	8,470	12,700	14,610	16,810	19,320	22,220	25,560	29,390	33,810	38,870
50 Sec	7,700	11,550	13,280	15,280	17,570	20,200	23,230	26,720	30,730	35,330
45 Sec	6,930	10,400	11,960	13,760	15,810	18,180	20,910	24,050	27,660	31,800
40 Sec	6,160	9,240	10,630	12,230	14,050	16,160	18,590	21,370	24,590	28,270
35 Sec	5,390	8,090	9,300	10,700	12,300	14,140	16,260	18,700	21,510	24,730
30 Sec	4,620	6,930	7,970	9,170	10,540	12,120	13,940	16,030	18,440	21,200
25 Sec	3,850	5,770	6,640	7,640	8,780	10,100	11,620	13,360	15,370	17,670
20 Sec	3,080	4,620	5,310	6,110	7,030	8,080	9,290	10,690	12,290	14,130
15 Sec	2,310	3,470	3,990	4,590	5,270	6,060	6,970	8,020	9,220	10,600
10 Sec	1,540	2,310	2,660	3,060	3,510	4,040	4,650	5,340	6,150	7,070
5 Sec	770	1,160	1,330	1,530	1,760	2,020	2,320	2,670	3,070	3,530

06:05 - 18:50 / 24:10 - 29:55 (Mon-Sun)

H1	Rate Level									
Duration	R	F1	F2	F3	F4	F5	F6	F7	F8	F9
120 sec	4,640	6,960	8,000	9,200	10,560	12,160	14,000	16,080	18,520	21,280
90 Sec	3,480	5,220	6,000	6,900	7,920	9,120	10,500	12,060	13,890	15,960
80 Sec	3,090	4,640	5,330	6,130	7,040	8,110	9,330	10,720	12,350	14,190
70 Sec	2,710	4,060	4,670	5,370	6,160	7,090	8,170	9,380	10,800	12,410
60 Sec	2,320	3,480	4,000	4,600	5,280	6,080	7,000	8,040	9,260	10,640
55 Sec	2,130	3,190	3,670	4,220	4,840	5,570	6,420	7,370	8,490	9,750
50 Sec	1,930	2,900	3,330	3,830	4,400	5,070	5,830	6,700	7,720	8,870
45 Sec	1,740	2,610	3,000	3,450	3,960	4,560	5,250	6,030	6,950	7,980
40 Sec	1,550	2,320	2,670	3,070	3,520	4,050	4,670	5,360	6,170	7,090
35 Sec	1,350	2,030	2,330	2,680	3,080	3,550	4,080	4,690	5,400	6,210
30 Sec	1,160	1,740	2,000	2,300	2,640	3,040	3,500	4,020	4,630	5,320
25 Sec	970	1,450	1,670	1,920	2,200	2,530	2,920	3,350	3,860	4,430
20 Sec	770	1,160	1,330	1,530	1,760	2,030	2,330	2,680	3,090	3,550
15 Sec	580	870	1,000	1,150	1,320	1,520	1,750	2,010	2,320	2,660
10 Sec	390	580	670	770	880	1,010	1,170	1,340	1,540	1,770
5 Sec	190	290	330	380	440	510	580	670	770	890



Rate Card 2024

TIME CLASS TABLE

Hour	Mon-Sun
06:05 - 18:50	H1
18:55 - 24:05	H3
24:10 - 29:55	H1

Remarks:

1. In the event of continuous transmission, a broadcasting day commences at 06:00 for the following 24 hours.



PRE-EMPTION STRUCTURE

1. PRE-EMPTIONS IN GENERAL

- A special programme pre-empts a sponsored programme.
- A sponsored programme pre-empts a spot.
- A spot with a higher rate level pre-empts a spot of lower rate level.
- A longer-duration spot pre-empts a shorter-duration spot of the same product category if it is less than 30 seconds.

2. PRE-EMPTION BY SPOT

Subject to availability, a spot of a higher rate level pre-empts a spot of a lower rate level in the order of: F9, F8, F7, F6, F5, F4, F3, F2, F1 and R.

FIX-NINE RATE (CODE F9)

Subject to availability, a fixed position spot may be bought at F9 rate.

FIX-EIGHT RATE (CODE F8)

Subject to availability, a fixed position spot may be bought at F8 rate. This F8 spot is subject to pre-emption by a spot bought at the higher rate class of F9 rate, up to four (4) business days before the date of broadcast.

FIX-SEVEN RATE (CODE F7)

Subject to availability, a fixed position spot may be bought at F7 rate. This F7 spot is subject to pre-emption by a spot bought at the higher rate class of F8 or F9 rate, up to four (4) business days before the date of broadcast.

FIX-SIX RATE (CODE F6)

Subject to availability, a fixed position spot may be bought at F6 rate. This F6 spot is subject to pre-emption by a spot bought at the higher rate class of F7, F8 or F9 rate, up to four (4) business days before the date of broadcast.

FIX-FIVE RATE (CODE F5)

Subject to availability, a fixed position Spot may be bought at F5 rate. This F5 spot is subject to pre-emption by a spot bought at the higher rate class of F6, F7, F8 or F9 rate, up to four (4) business days before the date of broadcast.

FIX-FOUR RATE (CODE F4)

Subject to availability, a fixed position spot may be bought at F4 rate. This F4 spot is subject to pre-emption by a spot bought at a higher rate class from F5, F6, F7, F8 or F9 rate, up to four (4) business days before the date of broadcast.

FIX-THREE RATE (CODE F3)

Subject to availability, a fixed position spot may be bought at F3 rate. This F3 spot is subject to pre-emption by a spot bought at a higher rate class from F4, F5, F6, F7, F8 or F9 rate, up to four (4) business days before the date of broadcast.

FIX-TWO RATE (CODE F2)

Subject to availability, a fixed position spot may be bought at F2 rate. This F2 spot is subject to pre-emption by a spot bought at a higher rate class from F3, F4, F5, F6, F7, F8 or F9 rate, up to four (4) business days before the date of broadcast.

FIX-ONE RATE (CODE F1)

Subject to availability, a fixed position spot may be bought at F1 rate. This F1 spot is subject to pre-emption by a spot bought at a higher rate class from F2, F3, F4, F5, F6, F7, F8 or F9 rate, up to four (4) business days before the date of broadcast.

ROTATION RATE (CODE R)

Subject to availability, a rotational spot within a specific time zone may be bought at R rate. This R spot is subject to pre-emption by a spot bought at a higher rate class from F1, F2, F3, F4, F5, F6, F7, F8 or F9 rate, up to four (4) business days before the date of broadcast.

In normal circumstances, spots pre-empted may either be rescheduled to a different date or time, converted to another Booking or cancelled at the Advertiser's discretion. Subject to airtime availability, the Station will offer the Advertiser an alternative to the pre-empted spot. If this offer is made, the Advertiser concerned should notify the Station in writing within three (3) days, including Sundays & public holidays, from the date of the Station's offer if he does not accept it or if he wishes to cancel the spot. Failing this, the Advertiser will be deemed to have accepted the Station's offer of the alternative to the pre-empted spot.

3. PRE-EMPTION BY PROGRAMMES

A sponsored Programme which is pre-empted by a special Programme, or a regular spot which is pre-empted by a special or sponsored Programme, will be rescheduled. Notice of such Pre-emption may be given at any time and normally, not more than two weeks' notice will be given.



GENERAL TERMS AND CONDITIONS

The Advertiser and the Agency on its behalf who places a Booking hereby agrees that these General Terms and Conditions as amended from time to time (the “**Terms**”) shall govern each Booking. These Terms together with the terms and conditions set out in a Booking, Rate Card, advertising proposal, or any published offer or scheme of the Station form an agreement with the Station (collectively, the “**Agreement**”) (all capitalized terms are defined herein unless otherwise stated). In case of any conflict between the Booking and these Terms, provision(s) of the Booking shall prevail.

1. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in these Terms have the following meaning:

“**Advertiser**” means the entity or person as principal (including its successors in title and assignees) who, directly or via its Agency, places a Booking with the Station to advertise and/or promote Product(s) through the transmission/telecast of Material, including without limitation the Agency and Sponsor where applicable.

“**Agency**” means the legally authorized agent who places a Booking with the Station on behalf of an Advertiser (including any new or replacement agents appointed after a Booking has been placed). The Station reserves the right at its sole discretion to accept or reject the Agency appointed by the Advertiser.

“**Booking**” means any request, agreement, purchase order, confirmation of advertising proposal and Rate Card, or contract for the purchase of airtime, facilities or other service, signed by the Advertiser or the Agency with the Station subject to the Agreement (including these Terms).

“**Code of Practice**” means:

- (a) the Generic Code of Practice on Television Advertising Standards;
- (b) the Generic Code of Practice on Television Programme Standards;
- (c) the Generic Code of Practice on Television Technical Standards; and
- (d) any other standards, directions, and regulations issued, and amended by the Communications Authority of Hong Kong (“**Communications Authority**”) from time to time where applicable.

“**Channel**” means any programme channel carried by the Station.

“**Client**” means either the Advertiser and/or the Agency who is acting on behalf of the Advertiser, as the case may be, and is the undersign of any Booking (e.g., the advertising proposal).

“**Hong Kong Law**” means:

- (a) the laws of Hong Kong including but not limited to the Broadcasting Ordinance and the Communications Authority Ordinance;
- (b) the Code of Practice;
- (c) any applicable directions issued by Communications Authority; and
- (d) any other conditions regulating television broadcasting, advertising, and supply of goods and services in Hong Kong.

“**Material**” means any advertising material (including but not limited to programmes, products, services, copies, talents, scripts, films, slides, videotapes, recordings, and music) used to promote the Product.

“**Pre-empt**” / “**Pre-emption**” means the act / arrangement where a particular airtime spot at a specified rate stipulated in the Booking may be pre-empted in accordance with the Terms at the sole discretion of the Station for any reason and such Pre-emption right of the Station are incorporated in the Terms.

“**Product**” means the goods, services, brand or whatever the Advertiser wishes to promote or advertise.

“**Programme**” means any programme broadcast on a Channel in any form including but not limited to a film, show or the like where there may be advertising commercial announcements of Advertiser’s Product during or between the telecasts of such programme.

“**Rates**” means the rates of advertisement airtime spots set out on the Rate Card as determined by the Station from time to time as applicable to any Booking at the time of telecast.

“**Rate Card**” means the Station’s rate card in effect from time to time (including HOY International Business Channel, HOY TV and HOY Infotainment Channel Rate Card) and may include the scale of advertising Rates and the Pre-emption structure, the Terms and other terms and conditions that govern the business of the Station.

“**Sponsor**” means an Advertiser who contribute to the production of a Programme by way of sponsorship advertising to promote its Product.

“**Station**” means i-CABLE HOY Limited, a domestic free television programme service licence (“**Licence**”) holder, and its affiliates, including but not limited to HOY TV Limited, which provides Channels including HOY TV, HOY International Business Channel (“HOY 國際財經台” in Chinese), HOY Infotainment Channel (“HOY 資訊台” in Chinese), and any other channels which may be updated from time to time.

In these Terms, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa; words importing natural persons shall include firms and corporations; and words importing the masculine gender shall include the feminine gender and the neuter gender.



GENERAL TERMS AND CONDITIONS

2. JOINT AND SEVERAL LIABILITY

- 2.1 Where the Advertiser places a Booking using an Agency as approved by the Station:
- (a) The Agency (and any subsequent Agency as appointed) agrees that by placing the Booking on behalf of Advertiser, the Agency represents, warrants, and agrees that:
 - (i) it is acting as a legally authorized agent of the Advertiser for the purpose of the Booking;
 - (ii) it shall be deemed to contract as principal in all respects and assumes responsibility for Advertiser's obligations, representations and warranties set out in the Agreement and herein, including but not limited to having full authority to act on all matters connected with the Booking such as Booking placement and changes, and Material approval or amendment; and
 - (iii) it be bound and liable jointly and severally together with the Advertiser for all obligations of the Booking including payment of sums due to the Station under the Agreement (including these Terms).
 - (b) The Advertiser and the Agency (and any subsequent Agency as appointed) each accepts and agrees that the Station has entered into an agreement with them for a Booking:
 - (i) on the express condition that the Agency is duly authorized by the Advertiser;
 - (ii) on the promise to be paid by both the Advertiser and/or the Agency; and
 - (iii) that the Advertiser and the Agency are jointly and severally liable and responsible for all obligations undertaken in the Agreement and hereunder in connection with the Booking, including payment.
- 2.2 For avoidance of doubt, the Advertiser and the Agency jointly and severally undertake to pay all amounts due to the Station for the Booking. In the event where Advertiser has changed its Agency for whatever reasons, (i) the Advertiser, (ii) the existing Agency, and (iii) the new Agency shall be jointly and severally liable to the Station for all their liabilities accrued up to the time of such replacement unless otherwise agreed in writing.
- 2.3 The Client shall seek the Station's written consent for any replacement of an existing Agency by a new Agency, where consent shall not be withheld unreasonably. The Advertiser and/or the existing Agency shall promptly notify the Station of any intended replacement to ensure smooth handover. As of the effective date of its appointment, the new Agency agrees and shall be bound by the Agreement (including these Terms). Unless the Station, the existing Agency, and the new Agency agree in writing, the existing Agency shall remain jointly and severally liable for all liability accrued prior to the effective date of appointment of the new Agency for any Bookings placed by the existing Agency (whether telecast is before or after such effective date of appointment).

3. COMPLIANCE

The Client acknowledges that the conduct of the business of the Station and/or the Channel is governed by the Hong Kong Law and the Station's Licence(s), all as amended from time to time and that all Bookings made by the Advertiser are subject to the need for compliance by the Station and the Station's obligations under its Licence. In the event that the Station determines, whose judgement shall be final and absolute, that the continued performance of the contractual obligations to the Advertiser may violate any of the Hong Kong Law, Station's Licence(s) and Code of Practice, or prejudice the Station's original position, the Station shall have the right to terminate the whole or such part of the Booking as remains outstanding with the Client. The Client shall not have any claim in any nature whatsoever against the Station for such termination and shall be liable for payment of all sums due or accrued due by the Client to the Station for any telecast made or facility or service supplied up to the time of termination.

4. SPONSORSHIP ADVERTISING

- 4.1 Quotations and the terms and conditions for advertising sponsorship of any Programme on the Channels are available upon request. Generally, the types of sponsorship advertising available are as follow:
- (a) **Sponsored programme:** A Sponsor may advertise via a Station-owned Programme or via their own programme (Sponsor-owned programme) on the Channel, for which a minimum number of episodes or segments and other conditions as mutually agreed upon with the Station. The Sponsor shall pay the Station a facility charge to telecast their own Sponsor-owned programme.
 - (b) **Commercial announcements within a sponsored programme:** placed after the opening announcement and before the closing announcement of a sponsored programme. The Station will be the sole arbiter in the placing of commercial announcements.
 - (c) **Bumper:** opening and closing announcements of no more than five (5) seconds in stills, audio and/or video before or after a sponsored programme, as the case may be. There is no additional charge if the commercial bumper is restricted to identification of either the Sponsor's Product name or company only.

5. CHANGES IN RATES AND TERMS

- 5.1 Unless otherwise agreed in writing between the Station and the Client, the Rates of advertisement shall be as set out in the Rate Card as amended from time to time by the Station. The Station reserves the right, in its sole discretion, to revise the Rates or change the Terms (the "Change") at any time by giving reasonable advance written notice to a Client with outstanding Booking. A Client shall serve a written notice to the Station within thirty (30) calendar days to cancel any outstanding Booking affected by the Change. The Rates and Terms applicable shall be those prevailing and effective at the time of telecast.
- 5.2 The Station reserves the right to announce special charges and conditions which shall Pre-empt all Rates and Terms from time to time for a Programme or time slot. Whilst the Station shall be under no duty to give notice to a Client about such special arrangement, the Station will endeavour to provide as much notice as possible.



GENERAL TERMS AND CONDITIONS

6. AMENDMENTS

- 6.1 Any amendment to these Terms must be in writing by the Station.
- 6.2 Save for these Terms, no terms or conditions other than those in the Agreement (including without limitation the Booking) shall be binding upon the Station unless mutually agreed in writing and signed by the Station and the Client.

7. LIMITATION OF MATERIAL

The Station reserves the right in its absolute discretion to decline to telecast any Material without any reason and whether or not the Product has been stipulated in the Booking. In the event advance payment has been made by the Client, the Client's account with the Station shall be credited with such amounts and may be utilised towards payment of subsequent bookings by the Client.

8. RESCHEDULING

- 8.1 The telecast date specified in any Booking may not be modified unless:
- (a) the spot has been Pre-empted by the Station and any rescheduling is subject to the Station's acceptance; or
 - (b) the Station has received from the Client a minimum of 4 weeks' prior written notice accompanied by a new telecast schedule acceptable to the Station. Any change accepted by the Station based on less than 4 weeks' notice will be subject to a handling charge.
- In any event, no change will be accepted which would reduce the overall monetary value of the Booking. The Rates applicable at the time of telecast will apply to the revised schedule.

9. PRE-EMPTION AND UPGRADING

- 9.1 The Station shall have the right in its absolute discretion to Pre-empt any scheduled spots stipulated in the Booking and shall not be liable to the Client or any other party for any reason whatsoever. The Client accepts the telecast schedule determined by the Pre-emption arrangement on the Rate Card and recorded by the Station is final and binding on the Client. Such Pre-empted time will be reallocated to the Client at a future mutually agreeable time subject to availability of spots in the same Rate level.
- 9.2 In the event a spot has been Pre-empted, when deciding on a new time for the spot, the Client may upgrade the spot to a higher Rate level by serving the Station no less than seven (7) calendar days' written notice. The Rates applicable at the time of telecast will apply to the revised schedule. Downgrading a spot to a lower Rate level is not permitted.

10. CANCELLATIONS

- 10.1 No cancellation: Bookings once made cannot be cancelled and fees paid are non-refundable.
- 10.2 The Station shall have the right in its absolute discretion to cancel any scheduled telecast or portion thereof for whatever reason without any prior notice. The cancellation of any one or more Programmes or spots shall not affect the validity of any volume committed by the Client in the Booking and the Client is not entitled to any claims for loss or damage in respect thereof other than compensation as follows at the option of the Station in its sole discretion wherein the Client may be granted:
- (a) additional spots of a like value;
 - (b) a time extension of any Booking at no extra charge to the Client; or
 - (c) the amount owed to the Station be deducted on a prorated basis based on the value of the Programme or spots so cancelled.

11. BROADCAST DISRUPTION/ INTERRUPTIONS

- 11.1 The Station shall use reasonable endeavours to telecast Materials as close as reasonably possible to the spot booked by the Client but the Station gives no warranty that it will be able to telecast as contemplated by the Booking and reserves the right in its absolute discretion to cancel, substitute, interrupt, or postpone scheduled telecast of Programmes and spots without prior notice for whatever reason including but not limited to Act of God, public announcements, live programmes, legal requirements, power and mechanical failures, or other exigencies wherein the Station shall not be liable for any damages, losses, costs or expense of any kind suffered by the Client arising from such cancellation, substitution, interruption, or postponement of any scheduled telecast of Programmes and spots.
- 11.2 In the event a telecast has been cancelled for reasons under Term [11.1], the Station will telecast the relevant Material and/or Programmes at the next best available time as the Station decides at its sole discretion. The Client hereby accepts and will pay for any such alternative telecasts of its Material and/or Programmes as if the same had been telecasted at the time contemplated in the Booking.

12. STANDARDS AND PRACTICE FOR MATERIALS

- 12.1 Unless otherwise agreed in writing and signed by the parties to the Booking, it is the responsibility of the Client to submit to the Station within the agreed timeline Materials that are suitable for telecast and in accordance with any technical requirements and specifications provided by the Station, the terms of the Agreement (including these Terms herein), Codes of Practice, and the Hong Kong Law, failing which, the Client remains fully liable for their obligations under the Booking and shall pay the Station in full amount of the Booking, whether or not the Materials have been telecasted.
- 12.2 The Client may first submit Materials to the Station for vetting. The Station reserves the right to charge a vetting fee at a rate it deems appropriate. All Materials should be submitted to the Station within the time limit as stipulated in the Station's current commercial vetting procedures, a copy of which can be obtained from the Station upon request.



GENERAL TERMS AND CONDITIONS

12.3 The Client acknowledges that the Communications Authority is the only Government body vested with the authority to make a final determination of whether Materials have violated any Hong Kong Law. The Station is not able to give any conclusive advice to the suitability of the Materials supplied for telecast. The Station shall not incur any liability to the Client who shall have no claim whatsoever for damages, losses or otherwise in respect of any advice or vetting sought from or given by the Station. Any prior positive clearance shall not be regarded as a guarantee of the acceptability of the Material by the Station and the Station bears no liability to the Client for any subsequent non-acceptance or rejection of Material by the Station/ Communications Authority. The Client hereby acknowledges and agrees that the Client's payment of vetting fee to the Station does not waive the Client's sole responsibility to ensure that the Material is compliant with Hong Kong law.

13. DELIVERY OF MATERIALS AND DEADLINES

13.1 The Client must submit in writing to the Station a Material instruction schedule ("**Material Instruction Schedule**") for every Booking, which must contain the following information:

- (a) a schedule of all airtime spots to telecast the Material for the Booking;
- (b) date and time of each scheduled spot;
- (c) name of Product;
- (d) duration and type of Materials; and
- (e) reference or code name of Materials.

13.2 Submission Deadline of the Material Instruction Schedule:

The Client must, no later than five (5) working days before the scheduled date of telecast, submit the Material Instruction Schedule to the Station. If such Material Instruction Schedule is not submitted on time, is incomplete (only partially in writing or wholly by oral means), or is unclear, the Client hereby accepts that the Station shall in such case bear no liability whatsoever to the Client when the Station has to exercise its discretion where necessary in the assignment of Material schedule under the Booking. The Client shall remain liable for the payment of the full amount of the Booking.

13.3 Each item of the Material shall be delivered to the Station in a separate container, labelled with the following information:

- (a) identification number of each item of the Material;
- (b) name of the Client (i.e., Advertiser/Agency/Sponsor, as the case may be);
- (c) name of Product;
- (d) duration of the Material; and
- (e) type of the Material.

13.4 Delivery Deadline of the Material:

The Station may provide prior positive clearance of the audio script and storyboard of Material. However, whether such Material can be telecast is subject to its compliance with Term [12]. Any prior positive clearance shall not be regarded as a guarantee of the acceptability of the Material by the Station and the Station bears no liability to the Client for any subsequent non-acceptance or rejection of Material by the Station/ Communications Authority. The Client shall ensure that the Station receives the Material within the stipulated deadline herein the Terms unless otherwise agreed in writing. For avoidance of doubt, the Client shall be fully liable for payment of the full amount of the Booking, regardless of whether the supplied Material is delivered to the Station on time and/or could be telecast in time as scheduled due to late delivery. The general deadline for Material delivery to the Station is as follows:

- (a) If the Station has already provided a prior positive clearance to the Client for the audio script and storyboard of the Material, the Client must, no less than two (2) business days before the scheduled date of telecast, deliver the Material to the Station; or
- (b) If there was no prior positive clearance of the Material given by the Station to the Client and the Material was delivered to the Station at least four (4) business days before the schedule date of telecast, the Station may at its absolute discretion accept or decline the delivery of such Material.
- (c) Late delivery after the deadline set out in sub-points (a) and (b) above is only allowed subject to the Station's agreement. A facility charge shall be imposed for any late delivery.

13.5 Whenever a specific length of transmission other than Bumper is provided for in the Booking, the Client is responsible to submit Material that will run for the specified length of transmission. If the Client provides Material that is shorter than the specified length of transmission, the Station shall be entitled but shall be under no duty to use the remaining unused length of time and the Client remains liable to pay the Station for the full amount of the Booking. If the Client submits Material that exceeds any specified length of transmission, the Station shall without incurring liability whatsoever to the Client telecast such portion of Material that will fit into the specified length of transmission without exceeding the allocated length.

13.6 If the Client does not submit acceptable Material to the Station that exactly spans the specific length of time for the agreed spot, the Station may without incurring liability whatsoever to the Client telecast any other Material the Station may have of the Client's Product and/or within any portion of the agreed spot as the Station sees fit at its discretion and the Client remains liable to pay the Station for the full amount of the Booking.

13.7 Notwithstanding the contents of these Terms, the Station shall in no event incur any liability whatsoever to the Client for any disruption during telecast of Material, including but not limited by interruptions, broken, or shortened telecast, so long such telecast disruption was not caused by any deliberate act of the Station and the Client hereby accepts that the Station has discharged its obligation of the Booking for each telecast whether disrupted or not.

13.8 The Client hereby acknowledges and agrees that the Station has the right to use the Material for demonstration, training and research purposes and may provide to third party research companies with copies of the Material for media and creative monitoring and such other purposes relating or incidental thereto.



GENERAL TERMS AND CONDITIONS

13.9 The Client hereby acknowledges and agrees that the Material will be used for the purposes of broadcasting in any one or more of the channels operated by the Station and all or part of the contents of such channels may be transmitted or exhibited simultaneously on other media platforms available to the Station from time to time and not referred to in the Booking (including without limitation mobile phones, any form of portable personal entertainment devices and any of the Station's websites).

14. ACCEPTABILITY OF MATERIAL

14.1 The Client is responsible for supplying Material to the Station that is acceptable to the Station and complies with Terms [12] and [13]. The Station reserves the right in its absolute discretion without providing reason and without incurring any liability to the Client whatsoever to accept, decline, and/or telecast any supplied Material.

14.2 For avoidance of doubt, the Client shall be fully liable for payment of the full amount of the Booking, regardless of whether supplied Material is acceptable to the Station.

14.3 The Station's acceptance of Material is not conclusive for the successful or continuous telecast of the Material and the Station shall, in its absolute discretion without incurring liability to the Client who has no claim for damage or loss whatsoever, immediately cease to telecast any Material that, despite initially accepted by the Station, is subsequently ruled unacceptable by the Communications Authority or is considered unacceptable by the Station due to other circumstances or evidence.

14.4 The Client shall indemnify the Station for any damage or loss whatsoever incurred (including without limitation legal costs on full indemnity basis) due to the telecast of any Material that is subsequently ruled or determined unacceptable and remains liable to the Station for the payment of the Material already telecasted and the remaining spots booked with the Station.

14.5 If the original Material is determined unacceptable, the Client is responsible to supply the Station with other Material that is compliant with these Terms, in particular Terms [12] and [13], to be used for telecast of the remaining spots in the Booking. The Client remains liable to pay the Station for the full amount of the Booking regardless of whether Material acceptable for telecast is submitted to the Station in time for agreed scheduled spots.

14.6 The Station reserves the right, in its absolute discretion, to do any act or thing in respect of the telecast of all or part of the Material (including fading, editing or cutting thereof) which is found to contain unsuitable advertisement copy and the Client remains liable to pay the Station for the full amount of the Booking and has no right to claim against the Station for damages, losses and expenses.

14.7 The Station reserves the right to determine and restrict any contiguous telecast or repeat transmissions of Material in a type/category that is the same or substantially the same as advertisement for other advertisers not belonging to the Client.

15. WARRANTIES AND INDEMNITIES

15.1 The Advertiser and the Agency jointly and severally warrant and undertake that:

- (a) it possesses all the rights and licenses and has obtained, or shall, at its own expense, all licences, clearances and consents (including music and copyright clearances) necessary to enable the Station to distribute, exhibit, transmit, broadcast and/or use the Material, advertisement, and any copyright content contained therein (including without limitation any appearance or voice of any person), and by any means (including without limitation to all media platforms available to the Station from time to time and not referred to in the Booking), without the Station incurring any costs or liability resulting from such distribute, exhibit, transmit, broadcast and/or use (including without limitation distribution, recording, duplication, copying, reproduction, other incidental exploitations hereunder of all the Materials and retention of such Materials and copies thereof in perpetuity for the purposes of internal reference, research and other non-commercial uses);
- (b) it shall at all times comply with the applicable rules, regulations and laws currently in force as implemented from time to time by the respective regulating authorities;
- (c) the Material and advertisement copy:
 - (i) fully complies with all legislative requirements and restrictions, including applicable rules for misleading advertising and any broadcasting regulation (including without limitation the Code of Practice or Hong Kong Law);
 - (ii) does not violate any legislative or regulatory restriction or infringe third-party rights (including without limitation copyright and/or any other intellectual property rights);
 - (iii) does not contain anything that is defamatory, slanderous, derogatory, or racially inflammatory to any third party; and
 - (iv) does not contain false, inaccurate, or misleading description about the Product or object of the promotion;
- (d) it will indemnify and keep the Station indemnified against all actions, proceedings, costs (including legal costs on a fully indemnity basis), damages, expenses, penalty claims, demands and liabilities arising from any breach of the above warranties or undertakings or in any manner whatsoever in consequence of the Station's use, distribute, exhibit, transmission, telecast, or record of any Material, advertisement copy, or matter supplied by or transmitted by the Client, including all costs incurred in obtaining advice on and dealing with threatened claims or proceedings whether or not actually brought or instituted; and
- (e) each of the Advertiser and the Agency will also indemnify and keep the Station indemnified against all penalties imposed by the Communications Authority for any breach of the Terms, in particular Term [12], arising from the telecast of Materials supplied by or transmitted for the Client.



GENERAL TERMS AND CONDITIONS

16. FACILITIES

- 16.1 Where available and subject to such costs to be established by individual quotation, the Station will quote for the direct or indirect use by the Client of studios and facilities (including air-conditioning and lighting) for rehearsal, filming, videotaping (with electronic editing), on-air presentation of live commercial announcement and commercial recordings by duty announcers.
- 16.2 The Station will also quote for recording on and processing of film either in black and white or colour; for artwork; for the preparation of slides, graphics, caption cards, opaques or scenery properties; for photographic stills in black and white or colour; for the production of slides in either black and white or colour; for subtitling in any language; for dubbing; or for any other service or materials that is of assistance to the Client.

17. FACILITY CHARGE

- 17.1 In certain circumstances, the Sponsor shall pay the Station a facility charge, such as:
- (a) when the Station telecast the Sponsor's own Sponsor-owned programme; and
 - (b) for late delivery of Materials.

18. PAYMENT

- 18.1 Unless the Station has granted credit facility in writing, the Client shall pay the Station at least ten (10) calendar days before the Material is telecast. If a credit facility has been granted, payment shall be made by the stipulated due date on the invoice issued by the Station. The Station reserves the right to cancel credit facilities at any time without notice for whatever reason.
- 18.2 In the event the Client is in breach of the Agreement and/or does not settle the necessary amount, whether in lump sum or by instalment as agreed, by the due date whereby the payment becomes overdue and in default, the Station shall be entitled at its sole discretion, without prejudice to any other remedy available to it, to:
- (a) charge the Client interest at two percent (2%) per month on all overdue payments for the Agreement;
 - (b) demand any outstanding balance of the Booking amount due and payable at a later date as immediately due and payable;
 - (c) withhold or refuse to telecast any Material for that Client until settlement of the overdue amount and accrued interest;
 - (d) withdraw or suspend the accreditation and any right to discount granted to any Agency who is in breach of any of the Agreement (including these Terms);
 - (e) terminate the Agreement immediately where any remaining amounts of the Agreement shall remain due and payable; and/or
 - (f) commence legal proceedings or take such other action to recover the outstanding amount from the Client and the Client shall be liable to bear all costs and legal expenses incurred by Station as a result thereof.
- 18.3 The Station may offer an Agency a discount of 15% on fees payable for advertising spots or other airtime advertising usages, Station-owned or procured Programmes, and production. Advertiser hereby agrees that in consideration of the advice and services provided by Agency in relation to the Booking, Agency shall be entitled to receive from the Station such discounts, commission, or the likes as Agency may freely negotiate and agree with the Station.
- 18.4 Notwithstanding the Terms herein, for all Advertisers or non-accredited Agency, the Station has the right to require them to secure their payment obligation by issuing an on-demand, unconditional and irrevocable bank guarantee in favour of the Station in a form and upon terms acceptable by the Station, or by making payment to the Station in advance, for an amount and by such deadline as designated by the Station. If the Advertiser or non-accredited Agency fails to observe the aforesaid, the Station shall be entitled without prejudice to its other remedies for breach of contract and is under no obligation to telecast the Material.
- 18.5 All sums payable under the Agreement are exclusive of tax, duties or charges, which shall fall under the Client's obligation. The Client shall be responsible for their own tax obligations.

19. RECORD OF TELECASTS

- 19.1 The Station will keep a log of the date and time of all Materials the Station telecast for the Client. In the event of any dispute, the details recorded in this log shall be conclusive and binding on the parties unless some manifest error shall appear therein.
- 19.2 Unless otherwise agreed by the Station with or without conditions, the Station shall not provide the Client the original or a copy of the said log.

20. TERMINATION BY STATION

- 20.1 The Station may terminate the Booking for convenience at any time by notice in writing to the Client.
- 20.2 Notwithstanding anything hereinbefore contained, the Station may at any time forthwith terminate the Booking by notice in writing to the Client if:
- (a) the Client breaches the Agreement (including these Terms and the Booking) in a material manner;
 - (b) the Station's broadcasting activities are being terminated, restricted, curtailed or affected by law or decree; or by any determination made by the Communication Authority; or by any means beyond the control of the Station; or
 - (c) the Client becomes insolvent, has or in the process of liquidation, replacement or similar proceedings where the Client ceases to have the right to require the Station to advertise its Product under the Booking.
- 20.3 The termination aforesaid shall be without prejudice to the liabilities of the Client for any sum due or accrued due to the Station up to the time of termination. The Station shall have a right to recover the said sum and any other relief immediately upon or after the said termination.



GENERAL TERMS AND CONDITIONS

21. NOTICE

Any notice to the Client shall be given by ordinary prepaid post or by personal delivery or by facsimile or other acceptable means of communication and shall be deemed to be duly served twenty-four (24) hours after the date of posting or on the date of delivery or transmission, and any notice to the Station shall be duly served on the Station only upon actual receipt by the Station.

22. GOVERNING LAW

The Agreement (including these Terms and the Booking) shall be governed by and be construed in accordance with the laws of Hong Kong and each of the parties to the Agreement shall submit to the exclusive jurisdiction of the Hong Kong Courts.

23. NO RIGHTS OF THIRD PARTIES

Nothing in this Terms, express or implied is intended to or shall confer upon any person other than the Station and the Client any right, benefit, or remedy of any nature whatsoever under or by reason of these Terms. The provision of The Contracts (Rights of Third Parties) Ordinance (Cap 623) are expressly excluded from these Terms and the Agreement.