



# TERMS & CONDITIONS

Effective 2 January 2011

TVNZ

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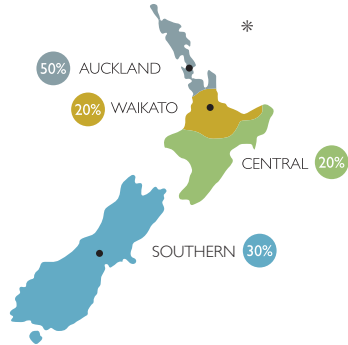
# SECTION ONE: TELEVISION

## I. REGIONAL COVERAGE

### TVNZ'S ADVERTISING REGIONS FOR TV ONE

	PERCENTAGE OF NATIONAL RATE
AUCKLAND	50%
WAIKATO	20%
CENTRAL	20%
SOUTHERN	30%

\*This map reflects regional advertising breakouts on TV ONE under the Analogue and Digital Satellite (DTH) signals.



Regional advertising is available on TV ONE only.

Regional breaks are available in the following day parts on TV ONE

**0600-2400**      **Monday to Saturday**  
**1200-2400**      **Sunday**

A maximum of 60 second duration can be booked for one spot within a regional break.

Only certain areas of the country can receive the Digital Terrestrial Transmission (DTT). Please contact your TVNZ Sales Representative for further information.

There are some regional anomalies to note:

1. Coromandel receives the Auckland Regional breakout on the Analogue and Freeview Satellite platforms, but receives the Waikato Regional breakout on the SKY Satellite platform.
2. Some viewers in the Picton/Kaikoura area may receive the Central regional breakout on the analogue signal.
3. All viewers of SKY HD Satellite receive the Auckland breakout.

## 2. COMMERCIAL DURATIONS

### 2.1 STANDARD DURATIONS

DURATION	COST AS A PERCENTAGE OF 30 SECOND RATE
15 SECONDS	60%
30 SECONDS	100%
45 SECONDS	145%
60 SECONDS	180%
75 SECONDS	250%
90 SECONDS	300%
105 SECONDS	350%
120 SECONDS	400%

Standard commercial durations apply to both national and regional spots.

Durations above 60 seconds are only available on a national basis.  
Durations above 120 seconds are subject to negotiation.

### 2.2 SPECIAL DURATIONS

DURATION	COST AS A PERCENTAGE OF 30 SECOND RATE	CONDITIONS
5 SECONDS	25%	When buying regional airtime there must be 3 x 5" commercials per break.
7 SECONDS	35%	A 7" commercial must be booked in the same break in conjunction with an 8" commercial. Only available nationally.
8 SECONDS	40%	An 8" commercial must be booked in the same break in conjunction with a 7" commercial. Only available nationally.
10 SECONDS	50%	When buying regional airtime there must be 3 x 10" commercials per break.
20 SECONDS	85%	Only available nationally.

Special commercial durations in both national and regional breaks are subject to the following conditions:

- Application must be made to TVNZ before Special Commercial Durations can be accepted.
- TVNZ reserves the right to not accept Special Commercial Durations.
- TVNZ will not accept short duration commercials that run back to back.

### 3. TRADING DEMOGRAPHICS

TVNZ will trade with Advertisers on the following commercial demographics.

NATIONAL TRADING DEMOGRAPHICS	
AP 5–12	Females 25–54, Males 25–54
AP 10–19	Females 40–64, Males 40–64
AP 15–29	Female HHS 25-49
AP 15–39	Females 18-49 w/Kids 0-9
AP 18–39	HHS 20–44
AP 18–49	HHS 25–54
AP 25–54	HHS w/Kids 0-14
AP 40–64	Homeowners 25-54
AP 55+	Maori & Pacific Island
Females 15–34, Males 15–34	25–54 SE 1–3
Females 18–39, Males 18–39	25–54 Household Income \$60K+
Females 18–49, Males 18–49	

AUCKLAND TRADING DEMOGRAPHICS	
18–39	Females 25–54
18–49	25–54 Household Income \$60K+
25–54	Homeowners 25–54
40–64	

For all bookings Advertisers must nominate at least one Trading Demographic.

Make Goods will only be considered against Trading Demographics.

### 4. CONDITIONS FOR BOOKING

#### 4.1 SUPPLY OF TRADING DEMOGRAPHIC INFORMATION

All Telebook and booking requests must include a Trading Demographic.

#### 4.2 MAKE GOODS

Make Goods are at TVNZ's discretion, and only against the TVNZ Trading Demographic specified for the Campaign Flight at time of booking. The following conditions apply:

- a. It is expected that rigorous and appropriate CPT planning, and buying pre-analysis processes will have been undertaken by the Advertiser/Agency. TVNZ requests that the Advertiser/Agency supply pre and post analysis (spot by spot) prior to Make Goods being considered.
- b. Make Goods are considered on Campaign Flights, not on individual programmes. Half (50%) of the predicted ratings of programmes in a Campaign Flight must be completed before Make Goods will be considered by TVNZ.
- c. Make Goods will only be considered on a Campaign Flight where TVNZ average audience has declined by more than 10% year on year for the period of the campaign.
- d. Filler and/or Log can be utilised at TVNZ's discretion.
- e. Make Goods are subject to availability.
- f. Make Goods can be requested by the Advertiser/Agency for the current flight. After the Campaign Flight is completed, Make Goods must be requested within one month and would be applied within the current TOT period subject to availability.
- g. Make Goods will not be provided on campaigns that have moved from their original booking after the 20% cancellation deadline.

### 4.3 CANCELLATION POLICY

- a. Cancellations within 28 days of transmission incur a 100% fee.
- b. A fee of 20% of the booking value will be charged for all bookings cancelled within the period commencing one week prior to the forward booking deadline and 29 days from transmission. Specific dates are detailed when each inventory period is released to the market.
- c. In the case of a programme title release within the 28 day cancellation period the booking may, at the Advertiser's option:
  - i. be moved to another area of the TVNZ schedule at current rate and retain existing discounts, or
  - ii. be cancelled without penalty
- d. In the case of a Special Event please refer clause 4.8 of this section.

### 4.4 MOVEMENTS POLICY

- a. Bookings moving airdate within 7 days from transmission, outside of the 7 day period will incur a 100% cancellation penalty.
- b. Movements within the period of 8–28 days from transmission date may only be made within the calendar month in which the spots were originally placed unless the movement is to an earlier date. If moving to an earlier date than the existing booking (subject to availability), the movement will be rebooked at the current rate and retain existing discounts.

- c. Spots may be moved outside of 29 days without penalty and must be rebooked at the time of movement to spots that are no more than three months from the original air date.
- d. Any airtime not rebooked (including where there is inability to rebook due to unavailability), will be subject to the cancellation policy. Refer clause 4.3 of this section.
- e. Term Discount (if applicable refer clause 4.5 of this section) will move with the booking.

### 4.5 TERM DISCOUNT

- a. Advertisers with a current Terms of Trade agreement are entitled to a 10% Term Discount providing term deadlines are met. Specific dates are detailed when each inventory period is released to the market.
- b. For all transactions Term Discount will be retained on an Advertiser's spot after the Term Deadline providing the spot stays with the same Advertiser.

### 4.6 RATE CHANGES

- a. TVNZ may at any time change its rates and will give notice of such change.
- b. Subject to clause 4.8a of this section, rate protection applies to all bookings as follows:
  - i. When the new rate is higher than the rate at which the booking was made, then the rates will not be adjusted upwards.
  - ii. When the new rate is lower than the rate at which the booking was made, then the rates will be adjusted

downwards. Budgets freed by price decreases must be immediately re-spent with TVNZ and be placed within the current campaign following notification of a price decrease.

#### 4.7 SPECIAL EVENTS

- a. Programmes may, at TVNZ's discretion, be designated as a Special Event. Rate protection of existing bookings does not apply to Special Events.
- b. Advertisers have 48 hours after the designation of the Special Event being advised to the Advertiser/Agency to decide whether to move or cancel from a Special Event.
- c. In the case of a Special Event being designated within the 28 day cancellation period the Advertiser may choose to:
  - i. retain the booking at the Special Event rate, or
  - ii. move to another programme in the TVNZ schedule at the current rate (subject to availability) and retain existing discounts, or
  - iii. cancel without penalty.
- d. Bonus airtime booked into a timeslot in which a Special Event is scheduled will be pre-empted.

#### 4.8 SPONSORED PROGRAMMES

- a. TVNZ will have the right to adjust existing bookings within the 28 day cancellation period in order to accommodate a Programme Sponsor's advertising or to avoid a product conflict. The booking may:

- i. be moved to another programme in the TVNZ schedule at current rates (subject to availability) and retain existing discounts, or
- ii. be cancelled by TVNZ without penalty to the Advertiser.

#### 4.9 PREMIUM PROGRAMMES

- a. Premium Programmes (being programmes that attract high ratings and/or high demand from Advertisers) are detailed when each inventory period is released to the market.
- b. Premium Programmes may be updated to reflect a change in audience ratings and/or demand from Advertisers. These changes will be advised in the weekly schedule updates.
- c. Bonus airtime cannot be placed in Premium Programmes.

#### 4.10 BONUS AIRTIME

- a. Bonus airtime can be placed in any programme other than Premium Programmes, must be pro-rata to cash bookings, and is subject to availability. Cancellation of bonus airtime will incur standard cancellation policies e.g. inside 28 days equals 100%, outside 28 days equals 20%. The value will be deducted from the Advertiser's bonus entitlement within the Terms of Trade or campaign deal period.
- b. Cash spots cannot be converted to bonus spots under any circumstances.
- c. The timing of bonus placement is at the discretion of TVNZ.
- d. Log and filler is placed at the discretion of TVNZ.

#### 4.11 FIXED BREAK AND FIXED POSITION WITHIN BREAK

- a. Fixed Break positioning within a programme will be charged at the programme rate plus 5%.
- b. Fixed Position within a break (other than True First or True Last In Break) will be charged at the programme rate plus 5%.
- c. True First or True Last In Break positioning within a programme can be placed only on National spots and will be charged at the programme rate plus 10%.
- d. Solus breaks are available subject to TVNZ approval. Solus breaks within programme will be charged at 150% of rate of the programme. Solus breaks in the junction between programmes will be charged at 150% of the highest rate of the programme on either side of the solus break. A minimum charge equivalent to 60 seconds duration will apply. A programme promotion may run before a Solus break.
- e. Regional spots cannot be booked with a First position in break.
- f. All break positioning is subject to availability.
- g. Only cash spots may be fixed in position.

#### 4.12 BREAK EXTENSIONS

Break Extensions are subject to availability. Break Extensions will be charged at the current rate at time of booking. Only Terms of Trade Volume Incentive Discount will apply. Where spot durations are being extended (from a shorter existing booking) the entire spot duration will be booked at the current rate.

#### 4.13 BREAKING OUT NATIONAL SPOTS TO REGIONS

National spots can only be broken out to regional spots if all regions are purchased. A regional loading will apply to each regional spot.

#### 4.14 CHANGING COMMERCIAL DURATIONS

- a. Where spot durations are being extended from a shorter existing booking, the entire spot duration will be booked at the current rate.
- b. Where spot durations are being reduced from a longer existing booking, the entire spot duration will be booked at the original rate plus the relevant commercial duration discount.
- c. Commercial durations can only be extended by 15 second increments.

#### 4.15 CHILDREN'S ADVERTISING

TVNZ strictly follows the guidelines set down by the Television Broadcasters Council booklet "Getting It Right For Children". Refer to this booklet for comprehensive details.

- a. Pre-school Television  
No advertising sponsorship or prize packs are allowed during pre-school television airtime. Pre-school television airtime is typically defined as follows:\*

  - TV2 – Mon-Fri 6.30am to 7am
  - TV2 – Mon-Fri 8.35am to 9.35am
  - TV2 – Mon-Fri 3.00pm to 3.30pm
  - TV2 – Sat 6.00am to 7.00am

- b. School Age Television  
Maximum of 10 minutes advertising per hour, plus 2 minutes of appropriate station promotions. School Age (5-13years)

television airtime is defined as follows\*:

- TV2 – Mon-Fri 7.00am to 8.35am
- TV2 – Mon-Fri 3.30pm to 5.00pm
- TV2 – Sat 7.00am to 10.00am

\*These times may change. TVNZ may apply further restrictions to programmes at its discretion, particularly during school holiday programming and family movies. Please contact your Sales Team for confirmation.

## 5. CONDITIONS FOR TELEVISION BROADCAST

All television advertising orders accepted by TVNZ are subject to the following general conditions:

### 5.1 COMMERCIAL CONTENT

- a. TVNZ will accept commercials for any one Advertiser that feature a range of products, provided that one fully-integrated composite commercial is scheduled for each spot bought. Most applications in this area are quite straightforward. Difficulties can arise if an attempt is made to build a composite commercial that features two or more different products quite separately, simply by putting the two existing commercials together. "Fully integrated" composite commercials incorporate the following:
  - i. Continuous sound without abrupt changes in quality or style.
  - ii. Continuous vision i.e. not interrupted by black or unrelated frames. The overall impression must be that the viewer is watching one commercial rather than two or more commercials strung together.
- b. TVNZ will not accept the scheduling of two or more separate commercials playing back to back within one spot purchase.
- c. Commercials shall not have the appearance of looking as if they are the result of transmission fault e.g. no audio and no vision disturbances. If in doubt, always check with CAB for advice.

### 5.2 PRODUCT PROXIMITY

No protection is guaranteed against proximity of advertising for competing products unless specifically agreed with TVNZ. We will use reasonable endeavours to avoid this type of conflict.

### 5.3 LATE SCHEDULING CHANGES

- a. Programming Changes: Fixed programme placements will be scheduled within the nominated programme. TVNZ reserves the right to, without incurring any liability, omit or move any announcement, commercial or programme without reference to the Advertiser or Agent, provided that in the case of any omission or movement TVNZ shall at its option either refund or give credit for the fee payable, or shall make the broadcast at a time mutually agreed by TVNZ and the Advertiser or Agent. All programmes are subject to postponement, cancellation or replacement at the discretion of TVNZ.
- b. Late Amendments to Advertising: Any requests for late changes to the commercial dub or changes to key numbers already scheduled which are requested by an Advertiser or an Agency and require a manual "Late Amendment" will only be made at TVNZ's sole discretion. If a request is accepted, any such change will be at the risk of the Advertiser if an error occurs.

### 5.4 APPROVAL OF MATERIAL

- a. No commercial will be broadcast until it has been approved in its final form by CAB as complying with all requirements and standards governing television advertising. To obtain approval from CAB, please complete an application form and submit the commercial online via CAB's website at [commercialapprovals.co.nz](http://commercialapprovals.co.nz). If you require further information please contact CAB directly at [advice@commercialapprovals.co.nz](mailto:advice@commercialapprovals.co.nz) or on 09 373 2907. Commercials should be submitted by the Advertiser/Agency no later than three working days prior to the first scheduled broadcast of the commercial.
- b. TVNZ reserves the right to impose restrictions additional to those of the CAB Advertisement Classifications and use discretion regarding programming content.

### 5.5 INSTRUCTION AND MATERIAL DEADLINES

Written playing instructions shall be delivered to TVNZ not less than three working days prior to the first scheduled broadcast of the commercial.

Advertising material in its final CAB approved transmission form shall be delivered to TVNZ not less than two working days prior to the scheduled broadcast of that commercial.

After this deadline TVNZ will give best endeavours to meet the on air broadcast, however at the advertiser's risk. Late changes will be accommodated where possible up to midday on the last working day before transmission only. Any late changes to key numbers already instructed requires confirmation by phone call to TVNZ Advertising Services. Material arriving after hours and across weekends is at the Advertiser's own risk.

### 5.6 COMPLETED COMMERCIALS

New commercials must be supplied by electronic delivery via EBUS, Adstream or Dubsat or through an agreed electronic delivery mechanism in 16x9 widescreen format with 4x3 safe area with stereo or dual mono audio. Each commercial must be clearly identified with Advertiser, Agency, Product, duration of commercial and key number. Note: The key number for each commercial for any one Advertiser must end with a unique series number.

## 5.7 SUPPLY OF MATERIAL AND INSTRUCTIONS

Advertising material and playing instructions should be sent to:

**Advertising Services**  
**TVNZ**  
**Television Centre, Level 3**  
**100 Victoria Street West**  
**PO Box 3819, Auckland**  
**Telephone: (09) 916 7571**  
**Facsimile: (09) 366 6096**

TVNZ Direct clients should forward their material and playing instructions to the TVNZ Sales Office at which the booking request was placed, addressed to the Sales Representative.

## 5.8 MATERIAL MANAGEMENT

Advertising material will be held on station for a maximum of three months after its last broadcast. Advertising material for clients outside of New Zealand will be discarded after a non-transmission period of six months.

## SECTION TWO: DIGITAL MEDIA

### I. RATES

- a. The rate charged will be according to the current ratecard unless agreed in writing by TVNZ.
- b. Forecast impressions and unique browsers are estimates only.
- c. Rates do not include any form of client category exclusivity. If concerned, please check with your representative prior to booking.
- d. The ratecard may be subject to immediate changes due to market and site fluctuations and special events. Any forward confirmed insertion orders will remain at the original rates at time of booking.
- e. Rates are commission bearing for accredited agencies and are GST exclusive. All rates are in New Zealand dollars.
- f. CPMS may not be exact due to rounding.

### 2. INSERTION ORDERS

- a. All insertion orders are subject to availability and must be received in writing before a placement is made.
- b. Pencil bookings are available subject to the following conditions
  - i. Pencil bookings must be confirmed 28 days prior to commencement of the campaign.
  - ii. Pencil bookings are not available for TVNZ ondemand placements.

### 3. PLACEMENT AND POSITIONING

- a. The placement of material within the site is at TVNZ's discretion except where specifically agreed in writing.
- b. No placement can be transferred to another party.
- c. No placement can be sold for resale or subcontract without prior written agreement from TVNZ.
- d. All placements are sold subject to availability.

### 4. MEASUREMENT OF IMPRESSIONS AND UNIQUE USERS

Impressions and unique browsers will be measured on TVNZ's trafficking system. A third party ad serving engine may also be used but the impression count will not be recognised unless agreed in writing.

For guaranteed impression campaigns, the campaign will cease once impressions are delivered which may be prior to the end date of the campaign.

### 5. MAKE GOOD POLICY

Make Goods are available if the campaign achieves less than 90% of the estimated impressions.

### 6. CANCELLATION POLICY

Cancellations must be advised in writing.

- a. Cancellation of an active campaign will incur a 100% cancellation fee.
- b. Confirmed insertion orders cancelled within 5 days from the commencement of the campaign will incur a 100% cancellation fee.

- c. Confirmed insertion orders cancelled between six and ten days from the commencement of the booking will incur a 75% cancellation fee.
- d. Confirmed insertion orders cancelled between 11 and 28 days from the commencement of the booking will incur a 50% cancellation fee.
- e. Cancellations outside 28 days from the commencement of the booking will not incur a cancellation fee.

### 7. MATERIAL DEADLINES

- a. All standard display creative material must be received by TVNZ at least three working days prior to the commencement of the campaign.
- b. All rich media creative material must be received by TVNZ at least five working days or more prior to the commencement of the campaign. Please note that rich media creative concepts such as floating layers, page peel, skinning and any customisation of the site require content approval prior to building of the creative; please discuss the particular creative deadline with your account executive before making the booking.
- c. Campaigns that start late due to the late receipt of creative material will not be guaranteed a full delivery and the client will be billed in full from the booking commencement date.
- d. Creative material should be emailed to [interactivesalescreative@tvnz.co.nz](mailto:interactivesalescreative@tvnz.co.nz)

### 8. CREATIVE SPECIFICATIONS

Please refer to the Advertising Specifications for the relevant website for TVNZ's requirements. Any creative material not meeting these requirements will not be published.

## 9. RETURN OF CREATIVE MATERIAL

TVNZ will purge creative material after a period of 18 months.

## SECTION THREE: GENERAL

These terms and conditions apply to all TVNZ television and digital and interactive bookings.

### I. ADVERTISING REQUIREMENTS

- a. Advertisers warrant that any advertising material submitted for broadcast or publishing:
  - i. Contains no false or unwarranted claim for any product or service
  - ii. Contains no defamatory statement or matter
  - iii. Does not infringe the copyright or other rights of any person
  - iv. May be broadcast or published by TVNZ without TVNZ incurring liability of any kind whatsoever
  - v. Conforms to the Advertising Codes of Practice and all relevant legislation.
- b. The Advertiser will indemnify and keep indemnified TVNZ and officers of TVNZ, against any loss or damage (including any legal costs or expenses and any compensation, costs, damages and disbursements paid by TVNZ on the advice of counsel to compromise or settle any claim) occasioned to TVNZ in consequence of any breach of their warranty set out in clause 1 a, or arising out of any claim (whether successful or not) alleging that the advertising is defamatory, in breach of copyright or confidence, or in any other way infringes the rights of any third party, or breach of existing legislation or future legislation. The provisions of this clause will survive any cancellation or termination of the relevant order by any means whatsoever.

## 2. ACCEPTANCE OF ADVERTISEMENTS

TVNZ reserves the right, without incurring any liability, to:

- a. Decline to accept an advertisement within a specific programme and/or within a section or page of a website.
- b. Refuse an advertisement from a particular Advertiser.

## 3. BROADCAST AND PUBLISHING VARIATIONS

TVNZ reserves the right, at any time, without incurring any liability and without notice to Advertisers, to:

- a. Decline to commence broadcasting and/or publishing the advertising material.
- b. Decline to continue broadcasting and/or publishing the advertising material.
- c. Terminate the order.
- d. Advance or delay the date and time of broadcasting and/or publishing.

## 4. RESALE

No airtime or placements may be sold for resale or subcontract without prior written agreement from TVNZ. All airtime or placements are sold subject to availability.

## 5. TERMS OF PAYMENT

- a. Payment for the broadcast or publishing of advertising material for accredited Agency clients is due on the day after broadcast or publishing (the Due Date) and must be paid on or prior to 2pm on the last working day of the month following the month

in which the broadcast is made or publishing is done. Payments from Direct clients are required by the 20th of the month following broadcast and/or publishing.

- b. At TVNZ's request the accredited Agency or Direct client shall pay interest on any sum outstanding, such interest to be calculated daily at the rate of 5% per annum over the prevailing Bank of New Zealand prime overdraft rate from 30 days from the Due Date until the date payment is received in full.

## 6. LIMITATION OF LIABILITY

TVNZ shall have no liability for any act or omission by TVNZ except where a commercial is not broadcast or the incorrect commercial is played, or where an advertisement is not published, or incorrectly published, provided our material and instruction deadlines have been met. Where a commercial is not broadcast or the incorrect commercial is played, or where an advertisement is not published, or incorrectly published, the Advertiser's sole remedy will be either:

- a. The return of monies paid in advance and cancellation of the billing in respect of the particular commercial, or
- b. The incorrect commercial will be billed and a Make Good given at no charge.

## 7. TERMS OF TRADE AGREEMENTS

- a. At the expiry of a Terms of Trade agreement, benefits will not be rolled over into a new contractual period unless negotiations have commenced for a new Terms of Trade agreement. In consultation and at TVNZ's discretion, Terms of Trade benefits may be rolled over for a period of not more than two months. At the end of the two month rollover period the Terms of Trade Volume Incentive Discount will automatically be removed from booked airtime and/or placement. Other benefits may continue to roll over for a further month in consultation with TVNZ's discretion. Benefits from any new agreement will be applied

from the week commencing following TVNZ's receipt of the signed contract. Benefits will not be applied retrospectively.

- b. For an Advertiser to receive benefits from a Master Terms of Trade Agreement, that Advertiser must be at least 50% owned by the holding company. TVNZ will request verification of this.

## 8. AUDIT CLAUSE

TVNZ reserves the right to include an Audit Clause where there is an expenditure share commitment.

## 9. CHANGE OF AGENCY

Advertisers changing agencies or engaging an additional Agency shall advise TVNZ in writing, including advice on products/services involved. TVNZ will action those changes on the 28th day after advice is received unless a different timeframe has been negotiated and agreed by all parties, including the Advertiser, incumbent Agency and newly appointed Agency. This clause will also apply to any changes in placement by TVNZ Direct clients.

## 10. TELEVISION PRESENTERS WITHIN COMMERCIAL CONTENT

Where a TVNZ presenter features in a commercial, a script must be presented to TVNZ for approval prior to production. The commercial cannot be placed within or adjacent to a programme in which the TVNZ presenter features. TVNZ will not allow its presenters used in children's programming to appear in commercials targeted at children.

TVNZ adheres to a strict Conflict of Interest Policy and TVNZ presenters are required to obtain TVNZ sign-off prior to them accepting a commission to appear in a commercial.

## 11. CREATIVE MATERIAL PRODUCED BY TVNZ

TVNZ retains ownership of any creative material that has been developed by TVNZ except for fully paid creative which has been billed separately.

## 12. COMPETITOR ADVERTISING

Where a presenter or the content in a commercial aligns with a TVNZ competitor, placement on TVNZ channels must be approved in advance by TVNZ management. TVNZ reserves the right not to accept these commercials.

## 13. PROGRAMME PARTNERSHIP AND PRODUCTION FUNDING

- a. Agency Commission for sponsorship will be 10% unless the sponsorship is in relation to a Production Funding Agreement in which instance a 10% Agency Commission applies.
- b. Sponsorship Agreements will contribute to a Terms of Trade Agreement expenditure volume commitment and receive the Terms of Trade Agreement Volume Incentive Discount. However such agreements will not be eligible for other Terms of Trade Agreement benefits, e.g. Terms of Trade Agreement Bonus or any other booking discounts.
- c. Production Funding Agreements will contribute to a Terms of Trade Agreement expenditure volume commitment. However such agreements will not be eligible for any additional Terms of Trade Agreement benefits.

## 14. ADVERTORIALS AND INFOMERCIALS

- a. Advertorials are commission-bearing under standard accreditation terms. Infomercials are not commission-bearing.

- b. Advertorials will contribute to Terms of Trade Agreement Volume commitment and will receive the Terms of Trade Agreement Volume Incentive Discount. Advertorials are not eligible for other Terms of Trade Agreement benefits e.g. Terms of Trade Agreement Bonus or any booking discounts.
- c. Infomercials will contribute to a Terms of Trade Agreement expenditure volume commitment. However such agreements will not be eligible for any additional Terms of Trade Agreement benefits.

## 15. SPECIAL PACKAGES

TVNZ may offer special packages which carry terms and conditions that supersede those published in this document. Such terms and conditions will be advised in writing in conjunction with package offers.

## 16. VOLUME INCENTIVE DISCOUNT SCALE

The Volume Incentive Discounts outlined in the table on the next page will be applied to individual Advertiser expenditure with TVNZ. For example, a client with a net expenditure of \$400k with TVNZ will receive a Volume Incentive Discount of 4.5%.

## 17. VOLUME INCENTIVE DISCOUNT TABLE

Client \$ Expenditure (Net)			Maximum TOT Volume Incentive Discount
1	to	90,000	1.00%
90,001	to	180,000	1.50%
180,001	to	225,000	2.00%
225,001	to	270,000	2.50%
270,001	to	315,000	3.00%
315,001	to	360,000	3.50%
360,001	to	400,000	4.00%
400,001	to	445,000	4.50%
445,001	to	490,000	5.00%
490,001	to	535,000	5.50%
535,001	to	580,000	6.00%
580,001	to	625,000	6.50%
625,001	to	670,000	7.00%
670,001	to	715,000	7.50%
715,001	to	760,000	7.75%
760,001	to	800,000	8.00%
800,001	to	845,000	8.25%
845,001	to	890,000	8.50%
890,001	to	1,000,000	9.00%
1,000,001	to	1,115,000	9.50%
1,115,001	to	1,225,000	10.00%
1,225,001	to	1,335,000	10.50%
1,335,001	to	1,445,000	11.00%
1,445,001	to	1,560,000	11.50%
1,560,001	to	1,670,000	11.75%
1,670,001	to	1,780,000	12.00%
1,780,001	to	2,000,000	12.50%
2,000,001	to	2,225,000	13.00%
2,225,001	to	2,445,000	13.50%
2,445,001	to	2,670,000	14.00%
2,670,001	to	2,890,000	14.25%
2,890,001	to	3,115,000	14.50%
3,115,001	to	3,560,000	15.00%
3,560,001	to	4,000,000	15.50%
4,000,001	to	4,500,000	16.00%
4,500,001	to	9,000,000	18.00%
9,000,001	&	over	20.00%

## 18. NEW ZEALAND LAW

These Terms and Conditions shall be governed by, interpreted and construed in accordance with the laws of New Zealand, and the parties agree to submit to the non-executive jurisdiction of the courts of New Zealand.

NEW ZEALAND SALES OFFICES	AUSTRALIAN SALES OFFICES
<b>AUCKLAND</b> 3rd Floor, Television Centre 100 Victoria Street West PO Box 3819 Auckland Ph: (09) 916 7000 Fax: (09) 916 7789	<b>SYDNEY</b> The Pavillion 201 Miller Street North Sydney NSW 2060 Ph: 0061 2 9901 3100 Fax: 0061 2 9906 4390
<b>WELLINGTON</b> Level 6 Prime Property Tower 86-90 Lambton Quay PO Box 1752 Wellington Ph: (04) 914 5198 Fax: (04) 914 5140	<b>BRISBANE</b> Brand New Media 3 Gallery Drive Bli Bli Queensland 4560 Ph: 0061 7 3358 5520 Fax: 0061 7 3358 5530
<b>HAMILTON</b> 533 Anglesea Street PO Box 889 Hamilton Ph: (07) 957 6300 Fax: (07) 957 6311	<b>MELBOURNE</b> Brand New Media South Yarra Corporate Centre Suite 108 Level 1, 122 Toorak Rd South Yarra VIC 3141 Ph: 0061 3 9696 8995 Fax: 0061 3 9686 7156
<b>CHRISTCHURCH</b> TVNZ House 202 Gloucester Street PO Box 1945 Christchurch Ph: (03) 961 8500 Fax: (03) 961 8555	