

TERMS AND CONDITIONS

THE FOLLOWING ARE THE STANDARD TERMS AND CONDITIONS OF PRIMEDIA BROADCASTING, A DIVISION OF PRIMEDIA (PTY) LTD:

1. DEFINITIONS

- a. "the Advertiser" means a person, firm, partnership, company, close corporation or any other legal entity by whom or on whose behalf an order for an advertisement booking is placed and includes the successors in title and assignees of such an entity;
- b. "Advertisement copy" means any advertising material submitted by or on behalf of the Advertiser intended for broadcast and/or publication on any Primedia Broadcasting radio station or its digital platforms including but not limited to EyeWitness News ("EWN"), 702, 947, CapeTalk 567 and/or Kfm 94.5 websites, social media pages and/or Apps;
- c. "the Advertising Agency" means a person, firm, partnership, company or close corporation whose primary business function is to service Advertisers in terms of creative concepts and media planning and / or buying. In this instance, the Advertising Agency will be responsible for payment of all transactions made with Primedia Broadcasting on behalf of the Advertiser, as the Advertising Agency is deemed to have authority in all matters connected with media buying and the approval of amendment of Advertisement copy;
- d. "ARB" means the Advertising Regulatory Board of South Africa or its successor body;
- e. "CGIC" means Credit Guarantee Insurance Corporation of South Africa Limited;
- f. "Primedia Broadcasting" means a division of Primedia (PTY) LTD consisting of 702, 947, CapeTalk 567, Kfm 94.5, EWN and Lead SA.

2. ACCEPTANCE OF TERMS AND CONDITIONS

- a. The placing of an order with Primedia Broadcasting by the Advertising Agency/the Advertiser shall be deemed as acceptance by the Advertising Agency/the Advertiser of these terms and conditions;
- b. No terms or conditions other than those set forth herein shall be binding on Primedia Broadcasting or the Advertising Agency/the Advertiser, save for any variations made by Primedia Broadcasting pursuant to clause 12 of these conditions, and reduced to writing and signed by and on behalf of all parties.

3. ACCEPTANCE OF ADVERTISEMENTS

- a. Primedia Broadcasting reserves the right to refuse to broadcast or publish any advertisement, or portion thereof, that does not comply with the laws of the Republic of South Africa including but not limited to the ARB's codes and directives.
- b. Primedia Broadcasting reserves the right to execute any digital content campaign as it deems fit, provided that the execution reasonably meets the Advertising Agency/the Advertiser's brief.
- c. In the event that Primedia Broadcasting exercises its right not to broadcast or publish an advertisement that does not comply with the law, Primedia Broadcasting shall not be held liable for any costs and/or damages whatsoever incurred and/or suffered by the Advertising Agency/the Advertiser.
- d. Primedia Broadcasting at any time may at its discretion and without incurring any liability whatsoever to the Advertising Agency/the Advertiser:
 - i. Retract the Advertisement copy if so required by the ARB or if the Advertisement contains unsuitable material and violates the ARB's Code of Conduct or the ARB's prior rulings or the ARB's directives; and
 - ii. Restrict any repeat broadcast of the same advertisement and provide reasons for such restrictions.
- e. All bookings are accepted on the understanding that they will be charged at the rates in force at the date of the booking.
- f. All advertising must be approved in advance by Primedia Broadcasting.
- g. Long format advertisements of 60" or more are subject to the approval of the respective station manager prior to booking.
- h. Any and all complaints by the Advertising Agency or the Advertiser as regards any aspects of advertisements broadcast or published by Primedia Broadcasting must be lodged in writing with Primedia Broadcasting within seven (7) days of broadcast and, failing such written complaint within such period, the Advertising Agency or the Advertiser shall be deemed to be satisfied with the broadcast or publication of such advertisement in every respect.
- i. Primedia Broadcasting shall issue confirmation of orders placed to confirm the advertisements booked. Primedia Broadcasting shall deem such confirmation of orders as correct unless written advice contrary to such confirmation is received at least 1 (one) working day prior to broadcasting or publication.

4. DATES AND TIMES OF BROADCAST OR PUBLICATION

- a. In the event that Primedia Broadcasting as a result of a force majeure fails to broadcast or publish an advertisement on the agreed date and at the agreed time, Primedia Broadcasting shall use its best endeavours to compensate the Advertiser/the Advertising Agency. Such compensation shall be given in the form of airtime and no credits will be passed.
- b. Should Primedia Broadcasting fail to broadcast or publish an advertisement for reasons within its control then Primedia Broadcasting shall compensate the Advertising Agency/the Advertiser accordingly and shall inform the Advertising Agency or the Advertiser on how the compensation will be made. Such compensation shall be given in the form of airtime and no credits will be passed.
- c. Primedia Broadcasting shall offer to broadcast or publish the advertisement during some other suitable period, provided that if any offer of such re-broadcast or re-publication is not accepted by the Advertising Agency/the Advertiser, the Advertising Agency/the Advertiser shall have no further claims against Primedia Broadcasting for any expenses and/or damages the Advertising Agency/the Advertiser incurred as a result thereof.

5. COMBINED RATES

- a. Combined rate packages only applies to schedules that are within the same time period, script duration and flighting pattern across stations.
- b. Combined rate packages cannot be taken over and above existing commitment agreements or deals.

6. DEADLINES

- a. The Advertisement Copy and all necessary clearances must be delivered to Primedia Broadcasting no less than three (3) working days before date of flighting for on-air and/or digital advertisements.
- b. Primedia Broadcasting shall not be liable for non-flighting or publishing of advertisements where the Advertising Agency/the Advertiser has failed to deliver the Advertisement Copy within the stipulated time namely:
 - i. Not less than three (3) working days before the date of flighting for on-air; or
 - ii. Not less than three (3) working days before the date of publication for digital audio or display campaigns; or
 - iii. Not less than seven (7) working days before the date of publication for digital content campaigns.
- c. While all efforts will be made to accommodate bookings, please take note that Primedia Broadcasting's logs close at 11am each day for the following day's broadcast. On Fridays, logs close at 11am for the week-end and the following Monday.

7. CANCELLATION

- a. Any booking may be cancelled by either party, provided that notice in writing is received by Primedia Broadcasting or the Advertising Agency/the Advertiser as the case may be, not less than twenty-eight (28) days before the scheduled broadcast date.
- b. If the cancellation is made by the Advertising Agency/the Advertiser less than twenty-eight (28) days before the scheduled broadcast date, the Advertising Agency/the Advertiser shall be liable for the cost of the full booking.
- c. In instances where the Advertising Agency/the Advertiser commissions Primedia Broadcasting to produce the advertisement, then the Advertising Agency/the Advertiser shall be responsible for all production costs incurred by Primedia Broadcasting from the time of commissioning up to the time of cancellation.

8. LIMITATION OF LIABILITY

- a. Primedia Broadcasting shall not be liable for any loss, damage or delay in delivery of recordings, scripts or other material that is supplied by either the Advertising Agency/the Advertiser except those instances where Primedia Broadcasting has received and signed for receipt of the Advertising Agency/the Advertiser's material.
- b. Under no circumstances shall either party be liable for any action or alleged indirect loss or consequent loss however arising suffered by the other, including but not limited to loss of profits, anticipated profits, savings, business or opportunity, loss of publicity, loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

9. ACCOUNTS

- a. Payment of cash accounts is due without deduction three (3) days prior to the broadcasting or the publication of the advertisement, except where the Advertising Agency/the Advertiser has been granted credit facilities with Primedia Broadcasting in which case: -
 - i. Accounts payable by the Advertising Agency shall be paid not later than forty-five (45) days from date of statement;
 - ii. Accounts payable by the Advertiser shall be paid not later than thirty (30) days from date of statement;
 - iii. The existence of a query on any individual item reflected on an account shall not affect the due date of payment of the balance of the account;
 - iv. Interest shall accrue at the rate of 2% per month on all overdue amounts; and
 - v. In the event of Primedia Broadcasting having to instruct its attorneys to enforce any of the provisions contained herein, the Advertising Agency/the Advertiser shall be responsible for costs incurred on the attorney and own client scale and shall further be responsible for collection costs on payments to be recovered.
- b. The granting of a credit facility to the Advertising Agency/the Advertiser shall inter alia be subject to Primedia Broadcasting receiving credit cover for the credit facilities from CGIC.

10. CERTIFICATE OF BALANCE

A certificate signed by any one of the managers of Primedia Broadcasting (who need not prove that appointment), will be prima facie proof of the outstanding balance.

11. WARRANTIES AND INDEMNITIES

- a. The Advertising Agency/the Advertiser on behalf its principal and on its own behalf warrants that:
 - i. It has obtained for all necessary licences, consents and approvals required for the broadcast and/or publication of the Advertisement Copy, including but not limited to copyright licences;
 - ii. the Advertisement Copy does not breach any copyright or other rights of any third party; and
 - iii. The Advertisement Copy is not defamatory.
- b. The Advertising Agency/the Advertiser indemnifies and holds Primedia Broadcasting and its subsidiaries harmless against all claims of whatever nature arising from any breach of the above warranties in consequence of the use, recording, broadcasting or publication of any Advertisement Copy by and broadcast or published for the Advertiser/the Advertising Agency. However, the Advertiser will not be liable under the indemnity to the extent such claims arise from the negligence, intentional misconduct or bad faith of Primedia Broadcasting.

12. CHANGES TO RATES AND CONDITIONS

- a. Primedia Broadcasting reserves the right to change the advertisement rates, time segments, classification and any of these terms and conditions by no less than thirty (30) days prior written notice and in the event of such a change, the rates payable and the terms and conditions applicable shall be those in force at the time of broadcast.
- b. Primedia Broadcasting may from time to time make special changes and/or conditions applicable to certain types of advertisements or for bookings at certain specific periods.

13. DOMICILIUM

Primedia Broadcasting chooses as its chosen domicilium citandi et executandi for all purposes of this agreement:

Primedia Place
5 Gwen Lane
Sandown
Sandton

14. CREDIT CHECKS

Primedia Broadcasting shall be entitled to:

- a. Perform a credit search on the Advertising Agency/the Advertiser's record with one or more of the registered Credit Bureaus when assessing the Advertising Agency or the Advertiser's application for credit. Primedia Broadcasting enlists the services of CGIC to perform such checks;
- b. Monitor the credit applicant's (the Advertising Agency/the Advertiser) payment behaviour by researching its record at one or more of the Credit Bureaus;
- c. Use new information and data obtained from Credit Bureaus in respect of the applicant's future credit applications;
- d. Record the existence of the applicant's account with any Credit Bureaus; and
- e. Record and transmit details of how the applicant has performed, and how the account is conducted by the applicant Advertising Agency/Advertiser in honouring its payments.