



# TELEKOM TELEVISION

Mendana Avenue, Mud Alley, Honiara, Solomon Islands

## Advertising Terms and Conditions

### 1 AGREEMENT AND DEFINITIONS

- 1.1 TTV agrees to allocate advertising time, and the Advertiser and/or Agency agrees to advertise products or services on TTV's television channels on the terms and conditions set out below. These Terms are part of all contracts between TTV and any Advertiser and between TTV and any Agency. Any terms or conditions inconsistent with these Terms will not apply to any such contracts unless expressly agreed to by TTV.
- 1.2 These Terms apply to all advertising broadcast on TTV's television channels.
- 1.3 Every Agency must ensure that every Advertiser for which the Agency places advertising on TTV's television channels is made aware of, given a copy of, and complies at all times with, these Terms.
- 1.4 These Terms may be amended at any time by TTV without notice to Advertisers or Agencies.

### 2 CHANNELS AVAILABLE FOR ADVERTISING PLACEMENT

- 2.1 The following TTV channels are available for advertising placement within certain dayparts (where \* denotes a TTV Network Channel for the purposes of the Deadlines and Approvals Document):
  - TTV1
  - TTV2
- 2.2 There is no regional breakout for the TTV Network Channels.

### 3 CANCELLATION POLICY

- Orders placed for advertising may not be cancelled by the Advertiser or Agency other than in accordance with the following provisions:
  - 3.1 Cancellations within 28 days of transmission incur a 100% cancellation fee.
  - 3.2 Cancellations between 8 weeks and 29 days prior to transmission incur a 20% cancellation fee.
  - 3.3 The terms for cancellations to advertising scheduled within a Special Event or Pack (including the ability to cancel), will be at the sole discretion of TTV, subject to the Special Terms, if any. A specified cancellation fee may apply, or the Special Event or Pack may be deemed non-cancellable.
  - 3.4 Any requests for cancellations and amendments must be in writing.
  - 3.5 TTV reserves the right and without prior notice to the Advertiser and or Agency to cancel, postpone or reschedule any programme. TTV will endeavour to replace any commercial value as close to the

- original date and time as possible and/or to an appropriate alternative programme of equivalent value. This constitutes the Advertiser's sole remedy.
- 3.6 No time is to be on sold or booked or held for resale. TTV may cancel without notice any time that has been resold to any third party by an Advertiser or Agency.

### 4 BOOKING MOVEMENT POLICY

- 4.1 Bookings moved within 14 days of transmission incur a 100% cancellation fee. Bookings moved within the period of 15 to 28 days from transmission, so that they are more than 28 days from transmission, incur a 100% cancellation fee.
- 4.2 Spots may be moved only once within a 28 day period or will incur a 100% cancellation fee.
- 4.3 Moving or amending bookings within a Special Event or Pack will be at the sole discretion of TTV (subject to the Special Terms, if any). If the booking is moved or amended, it will be rebooked at the current rate of the new programme and new discounts applied (and if moved or amended after the booking deadline, may be subject to a cancellation fee).
- 4.4 Bookings moved outside a specified period, where a volume airtime agreement is in place between TTV and the Agency or Advertiser for the placement of advertising in a particular time period, incur a 100% cancellation fee unless otherwise specified in the volume airtime agreement.
- 4.5 If a programme has been replaced by TTV and designated a Special Event or Pack then existing bookings may be moved by TTV to an alternative programme as close to the original date and time as possible and/or to an appropriate alternative programme of equivalent value.
- 4.6 Where booking durations are: (i) extended, the entire duration will be booked at a revised rate; or (ii) reduced, the entire duration will be booked at a revised rate.

### 5 CHANGE OF AGENCY

- 5.1 Agencies changing name, Advertisers changing Agencies or engaging an additional Agency must advise TTV in writing of any anticipated change stating the products or services involved.
- 5.2 TTV will action these changes to commence the following month where the commencement of the following month is no less than 10 working days from the date of notification.
- 5.3 Changes cannot be implemented for a partially transmitted month.
- 5.4 Upon any Advertiser changing Agencies, engaging any additional Agency or otherwise ceasing to use the services of any Agency, the Advertiser must fulfil all obligations it or the previous Agency has to TTV pursuant to any agreements or arrangements entered into with TTV by the previous Agency on the Advertiser's behalf. The Advertiser will continue to be jointly and severally liable pursuant to clause 12.4 of these Terms for the obligations of the previous Agency,

notwithstanding the terms of any arrangements between the Advertiser and the previous Agency.

### 6 SPONSORSHIP & COMPETITIVE PRODUCT PLACEMENT

- 6.1 TTV reserves the right to adjust existing bookings in order to accommodate a programme sponsor's advertising or to avoid a product conflict. This booking may be moved by TTV to an appropriate alternative programme or break of equivalent value.
- 6.2 TTV endeavours to make sure that an Advertiser's commercial is not telecast within close proximity of a competitor but accepts no liability if for any reason there is such proximity of competing products.

### 7 DISCOUNTS

- 7.1 Any applied discounts are at the sole discretion of TTV and may only be valid for select channels or time periods negotiated at the time of booking.
- 7.2 TTV retains sole discretion to determine whether a discount should apply in situations where Advertisers undergo change of name, ownership or control.

### 8 BREAK POSITIONING

- 8.1 Fixed break or last break positioning within a programme or break will be charged extra at TTV's discretion and at no less than an additional 5% of the negotiated value of the programme rate or as an agreed premium on the negotiated CPT.
- 8.2 Premiums for specially created breaks will be charged extra at TTV's discretion at no less than the highest rate of the corresponding programme at the appropriate duration loading plus 50%.

### 9 TERMS OF PAYMENT

- 9.1 Payment for telecast must be made by the last working day of the month following invoicing.
- 9.2 If payment of any invoice is not received by TTV in accordance with clause 9.1, TTV may:
  - (a) immediately and without notice suspend or cancel all orders of the relevant Advertiser or Agency; and
  - (b) charge interest on any unpaid sums at a rate of 2% per month until payment is made in full.
- 9.3 Any governmental or industry taxes, levies, imposts and similar amounts must be borne by the Advertiser or Agency. TTV's prices are listed exclusive of tax unless specified otherwise.
- 9.4 TTV invoices Agencies and Advertisers on or about the end of each month, and Agencies must invoice Advertisers on the same basis.

### 10 TTV TELEVISION RATES

- 10.1 TTV reserves the right to change its rates at any time without notice.

10.2 Commercial time is sold in standard units of 15, 30 and 60 seconds. Other lengths are subject to approval and contingent on specific channel placement. For standard programming each unit is sold at TTV's duration loading of the 30sec rate. Special Events or Packs may be costed in multiples of the 30sec rate or as detailed at the time of release.

## 11 TERMS FOR SPECIFIC TTV BOOKING ARRANGEMENTS

- 11.1 TTV audience ratings are based on estimated audience size and programme viewership and is not liable for variations in actual ratings.
- 11.2 For deals relating to audience demographics, both TTV and the Advertiser/ Agency must agree to the target and the ratings objective. TTV will consult with the Advertiser/Agency on any more appropriate measure of performance.
- 11.3 Make-good airtime is subject to availability and will be placed at TTV's discretion.

## 12 GENERAL

- 12.1 **TV Commercial Material:** TV Commercial advertisements must be finalised and delivered to TTV at the Advertiser's or Agency's sole expense in accordance with the terms of the Deadlines and Approval Document (which terms are incorporated into these Terms).
- 12.2 **No refunds:** In no event shall TTV be required to refund any fee charged for any advertising. The sole remedies available to Advertisers and Agencies in the event of any errors or failure to telecast or publish any advertisements are a credit on future invoices or the placement of advertisements in a future slot, unless otherwise agreed by TTV in writing.
- 12.3 **No warranties:** TTV will use all reasonable endeavours to transmit the TV Commercial advertisements. Subject to 3.5, 12.3 and 13.2, TTV will not be liable (either in contract, tort (including negligence) or otherwise) for any errors in content or incorrect appearance of any advertisements or for any other reason in connection with these Terms for any direct, indirect, special or consequential loss, cost, damage or expense suffered by any Advertiser, Agency or any other person.
- 12.4 **Joint and several liability:** Each Agency shall be jointly and severally liable for any obligations of Advertisers for whom that Agency places advertisements with TTV. Each Advertiser shall be jointly and severally liable for any obligations of an Agency that place advertisements with TTV for that Advertiser.
- 12.5 **No assignment:** No Agency or Advertiser is entitled to assign, transmit, sublease or otherwise transfer any rights or obligations relating to these Terms without TTV's prior written consent.
- 12.6 **No waiver:** Neither party will be deemed to have waived any right under these

Terms unless the waiver is in writing and signed by that party. A failure to exercise or delay in exercising any right under these Terms will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these Terms.

- 12.7 **Severability:** Any unlawful or voidable provision in these Terms shall be read down so as to be valid and enforceable or, if it cannot be read down, will be severed from these Terms without affecting the validity, legality or enforceability of the remaining provisions, provided the reading down or severing does not materially affect the purpose of or frustrate these Terms.
- 12.8 **Governing law and jurisdiction:** These Terms are governed by Solomon Island law and the courts of the Solomon Islands shall have non-exclusive jurisdiction in any proceedings relating to them.
- 12.9 **Confidentiality:** All Agencies and Advertisers agree to keep all details surrounding these Terms, and all advertising arrangements with TTV, strictly confidential.

## 13 DEFINITIONS

- In these Terms:
- 13.1 **"Agency"** means any person or organisation who acts on behalf of an Advertiser to have that Advertiser's products or services advertised on TTV's television channels.
- 13.2 **"Deadlines and Approvals Document"** means TV Commercial delivery Deadlines and Approval document in effect from time to time and available upon request.
- 13.3 **"Fixed Break Positioning"** means either:  
 (a) positioning a commercial at the start or end of a break in a programme; or  
 (b) positioning a commercial in a fixed position within a programme.
- 13.4 **"Holiday Period"** means any public holiday in the Solomon Islands.
- 13.5 **"Pack"** or **"Special Event"** means a one-off or series of sporting or other events scheduled to show on TTV's television channels designated by TTV in its sole discretion to be a Pack or Special Event.
- 13.6 **"Special Terms"** means any special terms that apply to a Special Event or Pack which are detailed by TTV at the time the Special Event or Pack is released.
- 13.7 **"Terms"** means these Advertising Terms and Conditions in effect from time to time and available upon request.

- non compliance with the instructions set out in this document or in TTV's Advertising Terms and Conditions; or
- (b) Incorrect material telecast if instructions are not received in written form, or are received later than as specified.
- 1.2 TV Commercial Material amendments received later than specified will not be accommodated except (where possible and at the Advertiser's cost) where there are serious legal implications for the Advertiser and/or issues which have a direct impact on the public and are beyond the Advertiser's control.
- 1.3 Late changes will not be made for modifications or enhancements to graphics and/or audio.
- 1.4 TTV will only accept TV Commercial Material for any one Advertiser that features multiple products if one fully integrated composite commercial is scheduled for each spot bought.
- 1.5 TTV will not telecast TV Commercials that have not been approved by the TTV Sales Manager.
- 1.6 Advertisers must ensure that any TV Commercial Material submitted to TTV does not contain any false claim for a product or service, does not infringe the copyrights or other rights of any person, contain any defamatory matter, and conforms with all applicable advertising codes of practice including the TTV Guidelines for Commercial Advertising Productions and any standards advised by TTV from time to time, and all relevant legislation.
- 1.7 Notwithstanding approval by the TTV Sales Manager, TTV reserves the right to refuse telecast of any TV Commercial Material without the need to give any reason or prior notice to the Advertiser and or Agency.
- 1.8 The Advertiser and/or Agency agree to indemnify TTV against all actions, claims, damages and costs (including legal fees on a solicitor-client basis) incurred arising directly or indirectly in respect of any advertising matter telecast on TTV's television channels at the request of the Advertiser or Agency (including any costs of correction or amendment to any TV Commercial Material).
- 1.9 TTV will not accept the scheduling of two or more separate commercials playing back to back when one spot has been bought. In particular, one spot cannot contain advertisements for two or more different Advertisers.

## 2 TTV NETWORK CHANNELS:

- 2.1 Material instructions for the TTV Network Channels must be at the TTV Adsales office at least 3 working days prior to transmission unless otherwise specified at Holiday Periods.
- 2.2 Material instructions must be sent to the following e-mail address even if another person within TTV's Sales Department has been advised:  
 email:lorna.adomea@telekom.com.sb

## TV Commercial Material Deadlines & Approval

### 1 MATERIAL INSTRUCTIONS

- 1.1 TTV accepts no responsibility for:  
 (a) Inability to telecast due to any failure to deliver the TV Commercial Material, or any

### 3 TV COMMERCIAL MATERIAL DELIVERY

- 3.1 Material Deadlines – Instructions



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Material instructions for advertisements must be provided to TTV Television **no later than 3 “working” days prior** to the first transmission date. This deadline will differ in the event of public holidays.

- 3.2 All material instructions are to be either emailed the TTV Sales department.  
email: lorna.adomea@telekom.com.sb  
These should be provided by product name as either:
  - o A list of individual spots (including spot numbers) with the relevant key numbers beside each, or
  - o The date range the relevant key numbers should be applied to

**Please also advise the file type and the expected delivery date and time.**

## 4 ADVERTISEMENT APPROVAL

- 4.1 TTV will apply the: TTV Code of Practice for Advertisers and Production Companies v1.1 when assessing suitability of advertisements

for transmission. If TTV has not approved your commercial within the relevant time frame, your advertisement may be moved to a later transmission date.

- 4.2 For more info phone TTV AdSales on: 43137

NB: TTV will not approve any advertisements that arrive at the office **after 4pm, Friday.**

## 5 LATE CHANGES

- 5.1 TTV Transmission lists are completed ahead of time. It is appreciated if TTV Sales can be alerted of any upcoming changes to existing key numbers, durations and late arriving instructions or material, in advance. **Please phone to confirm receipt of instructions for any changes to spots previously instructed.**

## 6 DELIVERY

- 6.1 Files should be hand delivered to:  
c/- MCR  
Telekom Television Ltd

Cnr Mandana Ave and Mud Ave  
HONIARA

Please contact MCR on Tel: 21108 to arrange a time to deliver the file on a hard drive. The hard drive can be returned.

- 6.2 METHODS AVAILABLE: File on Hard drive or USB stick meeting TTVs Delivery Specifications

- 6.3 Material must be delivered to TTV channel locations **no later than 4pm, 3 “working” days** prior to the advertisement’s first transmission date. This deadline will differ in the event of public holidays. **If material is to be delivered outside of office hours, please contact TTV Sales or MCR to make special arrangements. Material delivered outside of our standard deadlines is at the advertisers own risk.**

NB: If commercials are over duration or have poor sound or picture quality, they will be returned and new copies will need to be despatched within the time frame agreed upon with your Traffic Co-ordinator.



# Technical parameters for Commercial advertisements

## 1 MATERIAL NOT REQUIRED

- 1.1 Please advise your Production House which commercials are destined for TTV prior to despatch.
- 1.2 TTV reserves the right to delete files from its video servers which are no longer being used.
- 1.3 Please note it is TTV's policy is to purge files not transmitted within the last six months from video servers.

## 2 DELIVERY FORMAT

- 2.1 TTV accepts commercials in HD widescreen format that meets its delivery specifications.

## 3 FILE FORMATS AND PACKAGING

- 3.1 There should be only ONE commercial per file.
- 3.2 Commercials should be delivered to TTV as a file.
- 3.3 Each commercial must be provided with paperwork that clearly identifies:
  - Advertisement Title
  - Key number
  - Client name
  - Duration
  - Production House
  - Record Date
  - Aspect Ratio

## 4 KEY NUMBERS

- 4.1 A Commercial Key number is a unique ID that identifies each unique commercial
- 4.2 The TTV Sale office will provide you your first Key number.
- 4.3 The same Key number will be used for the same Commercial aired by all SI Broadcasters
- 4.4 The Key number should be managed by the Advertiser and conform to the specification below.
- 4.5 The Key number is the file name that TTV will use to schedule the Commercial.
- 4.6 Key numbers must be unique and not be repeated by any Advertiser or Client.
- 4.7 The Key number will use the following naming convention:

### Key Number example: XYZ/30/1

**XYZ:** Three alpha Advertising Client Company ID provided by TTV Sales Manager  
**/30:** duration of the commercial in seconds  
**/1:** a unique number relating to a particular Commercial. If another version is edited after the original is released to TTV, a new number must be used. This will prevent the wrong commercial from going to air.

- 4.8 Duration tolerance for the commercial content is:  $\pm 0$  frames vision to vision. Audio may end 0-12 frames before end of vision.
- 4.9 There may be an optional countdown to the commercial content but, if used, must adhere to the format below; that is; countdown must finish at least 1 second, 24 frames prior to the first frame of commercial content.

5 Be compiled in the following format::

Time code on tape	Duration	Vision/Audio
09:59:00:00	30-sec	100% Colour bars & 1kHz Tone at -20dBFS
09:59:00:00	28-secs	ID board and countdown
09:59:58:00	2-secs	Black/silence
10:00:00:00		Programme start
xx:xx:xx:xx		At least 10-sec black/silence at end of the commercial

NB: If dubs are over duration or have poor sound or picture quality, they will be returned and new dubs will need to be despatched within the timeframe agreed upon with your Traffic Coordinator.

## 6 QUALITY ASSESSMENT (QA)

- 6.1 TTV uses the 5-point grading system based on the ITU-R 5-Point Quality Grading Scale described in ITU-R BT.500. The scale is based on a system where 5 = excellent/imperceptible to 1 = bad/very annoying. Electronically produced programmes should normally achieve 4 while others may achieve a grade of at least 3.
- 6.2 TTV reserves the right not to transmit any commercials graded less than 3. In these instances another copy will be requested.

## HD COMMERCIAL SPECIFICATION

### 7 TECHNICAL ASSISTANCE

For technical assistance please contact TTV Tel: 28882.

### 8 Video

- 8.1 HD video format: Video conforming to HD-SDI format specified by SMPTE 292M, 1920 x 1080i active lines, 50-fields per second.
- 8.2 1080i/50 or 720P/25, 4:2:2 sampling: is acceptable
- 8.3 1080P/50 or 4K images are NOT acceptable
- 8.4 Video level variation conforming to EBU Rec. R103-2000 where:
  - o Video luminance limits: -1% and 103%
  - o Video chrominance limits: 105% max – RGB values not to exceed limits -5% to 105%
  - o Material with vision levels beyond 1050mv will be rejected.
- 8.5 Content should be shot and edited in the same HD digital component domain throughout the production chain and not be down/up converted at any stage.

- 8.6 Up-conversion of SD material must be processed using high quality up-conversion equipment.
- 8.7 The use of integrated up-converters on non-broadcast quality edit systems is not acceptable
- 8.8 Commercials originally acquired in 29.97 or 59.94 frames must be rate converted using high quality equipment.is not acceptable
- 8.9 Picture Quality:
  - o The video signal must be free of black crushing, highlight compression; must not contain streaking, ringing, smear, moiré or other patterning.
  - o No visible video noise due to excessive number of generations or equipment not meeting normally acceptable broadcast standards.
  - o Video noise due to multi-generations should be minimised by using suitable noise reduction systems.
  - o Video noise creates unnecessary compression artefacts on broadcast encoders which reduce the overall quality of the image.
  - o No visible digital artefacts or blocking due to excessive digital compression

## 9 Safe Action Area

- 9.1 TTV follows the EBU recommendations: R95-2000, Appendix 3 (16:9 FHA with 14:9 shoot and protect safe area) – see attached diagrammes (Figure:1)

## 10 Aspect Ratio

- 10.1 Images must be full width, full height (full frame) anamorphic 16:9 for the duration of the commercial.
- 10.2 Images centred with black bars top and bottom of frame are acceptable (Letterbox or Cinemascope)
- 10.3 Images with black bars left and right of frame are NOT acceptable (Pillar-box).
- 10.4 Images centred within black bars top, bottom, left and right of the image are NOT acceptable (Postage Stamp)
- 10.5 Commercials must maintain a consistent picture aspect ratio throughout.

## 11 Audio

- 11.1 Audio levels must be carefully controlled and follow TTV Guidelines which are consistent with world standards and are designed minimise Viewer complaints.
- 11.2 TTV's digital reference audio levels is: -20dBFS which equates to 0Vu representing a voltage of 0dBu.
- 11.3 The audio must be present and in phase on tracks 1 and 2 at all times, in stereo (Tk1 = left, Tk 2 = right) or dual mono on both Tk1 & 2. Labelling should clearly indicate the format of the audio, eg STEREO or DUAL MONO. Commercials containing extraneous audio on tracks 1 or 2 not intended for broadcast are not acceptable.

- 11.4 Audio must not start before, or continue after, actual video content.
- 11.5 Aesthetically, up to 12 frames of silence at the tail of commercials will make for better on-air delivery; ie audio may be 12 frames shorter than vision.
- 11.6 Audio levels throughout the recording must be controlled to ensure peak audio levels do not exceed +8 dBu (-12dBFS) with reference to the 0dBu (-20dBFS), 1 kHz tone, as measured by a PPM. Highly compressed audio should average -2dB Vu.
- 11.7 Audio lip-sync must lay within the range of audio 5mS early (sound before picture) to 15mS late (sound after picture).

## 12 Timecode

- 12.1 Timecode may start at 00:00:00:00 or 01:00:00:00 or 10:00:00:00
- 12.2 Timecode must not pass through 00:00:00:00 at any time

## Summary of Specifications

**File format:** Windows formatted. Apple formatted storage is not accepted

**File bite rate:** >20Mbps, MPEG-4, .mov

**Video sample rate:** 4:2:2 only

**Video standard:** HD 1080/50i or 720P/25. 1080P not accepted

**Aspect ratio:** Full height anamorphic 16x9

**Audio reference:** Tone: -20dBFS

**Programme level:** Peak -12dBFS

**Audio tracks:** Track 1&2: In-phase, stereo left/right, full programme mix. Track 3&4: Mute

**Stereo (pcm) lip-sync error:** Audio lip-sync on tape must lay within the range of audio 5mS early (sound before picture) to 15mS late (sound after picture).

**Timecode:** Programme start: 00:00:00:00, 01:00:00:00 or 10:00:00:00

**Standards conversion:** NTSC 525/60 to PAL 625/50 use motion predictive standards converter. HD: high quality up/down conversion

**Quality control:** Pass >3 on ITU-R 5 scale.

**Scheduling instructions:** email TTV Sales: lorna.adomea@telekom.com.sb

**File delivery deadline:** Delivered to TTV no later than 3 "working" days prior to the first transmission date.

**File delivery location:**

Storage device hand delivered to:  
 TTV MCR,  
 cnr Mendana Ave and Mud Alley,  
 Honiara,  
 SOLOMON ISLANDS  
 Tel: 21108

## TTV: Action and Graphic Safe Zones

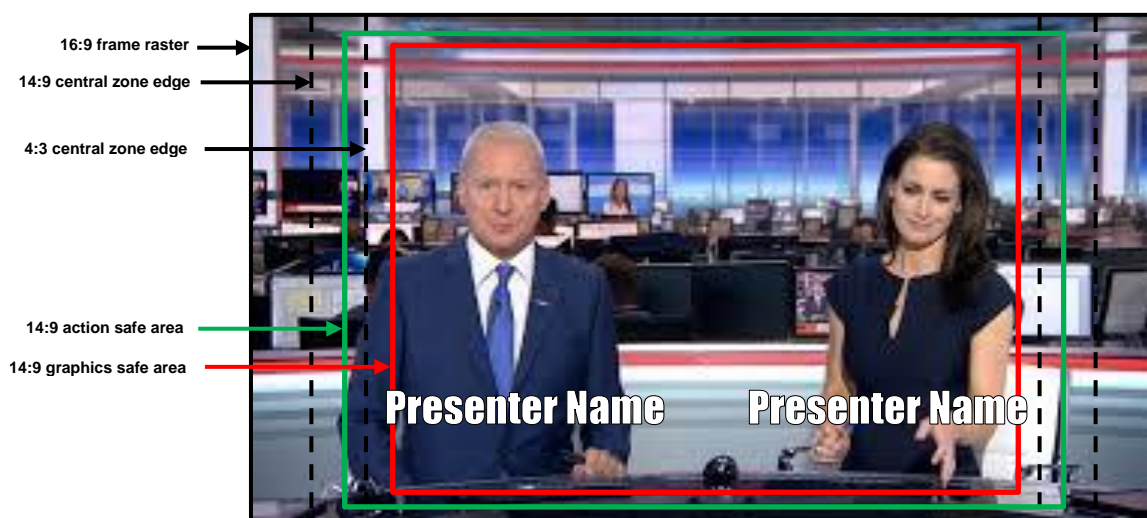


Important graphic or text information should inside the RED zone below.

Version	0.1
Dated	May, 2018

In the Solomons it is recommended the older EBU R95-2008 safe areas be used due to the number of older square 4x3 box televisions still in use.

This will ensure essential action and graphic information is not lost for all Solomon Island viewers.



The above safe areas are the recommend positioning of images and name titles (lower thirds) for commercials and productions transmitting in the Solomon Islands

In 16:9 widescreen television production, two safe zones are identified where essential action should be contained:

1. Action safe zone (area)
2. Graphics safe zone (area)

In July 2017 the European Broadcast Union updated Rec R95-2017 and widened the safe areas and includes 4K images. Rec R95-2017 should be used if selling a Solomon Island Production Internationally.

Rec R95-2017: <https://tech.ebu.ch/docs/r/r095.pdf>