

THE FOLLOWING ARE THE STANDARD TERMS AND CONDITIONS OF PRIMEDIA (PTY) LTD

1. DEFINITIONS

- a) "Advertiser" means the person, firm, partnership, company, close corporation or 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 on Primedia Broadcasting.
- c) "Advertising Agency" means a person, firm, 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 (Pty) Ltd 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) "ASA" means the Advertising Standards Authority of South Africa
- e) Primedia means Primedia (Pty) Ltd,
- f) Primedia Broadcasting means a division of Primedia consisting of each of Talk Radio 702, 94.7 Highveld Stereo, 567 Cape Talk and 94.5 Kfm.

2. ACCEPTANCE OF TERMS AND CONDITIONS

- g) The placing of an order with Primedia by the Advertising Agency or the Advertiser shall be deemed as acceptance by the Advertising Agency or the Advertiser of these terms and conditions.
- h) No terms or conditions other than those set forth herein shall be binding on Primedia or the Advertising Agency or the Advertiser, save for any variations made by Primedia pursuant to clause 10 of these conditions, and reduced to writing and signed by and on behalf of all parties.

3. ACCEPTANCE OF ADVERTISEMENTS

- i) Primedia, reserves the right to refuse to broadcast any advertisement, or portion thereof, that does not comply with the law of the country including the Advertising Standards Authority of South Africa's codes and directives.
- j) In the event that Primedia exercises its right not to broadcast an advertisement that does not comply with the law, then Primedia shall not be held liable for any costs and/or damages whatsoever incurred and/or suffered by the Advertising Agency or the Advertiser.
- k) Recorded advertisement material and/or all copies of "live read" advertisements and all necessary clearances must be delivered to Primedia no less than three (3) days before date of flighting. Primedia shall not be liable for non-flighting of advertisements where the Advertising Agency or the Advertiser has failed to deliver their recorded material and/or all copies for "live read" advertisements within the stipulated time namely not less than three days before the date of flighting.
- l) Primedia shall issue confirmation of orders placed to confirm the commercials booked. Primedia shall deem such confirmation of orders as correct unless written advice contrary to such confirmation is received in writing within 10 (ten) working days after the confirmation is issued.
- e) Primedia at any time may at its discretion and without incurring any liability whatsoever to the Advertising Agency/the Advertiser:
 - i. Pull off air the Advertisement copy if so required by the ASA or if the Advertisement contains unsuitable material and violates the ASA's Code of Conduct or the ASA's prior rulings or the ASA's directives.
 - ii. Restrict any repeat broadcast of the same advertisement and provide reasons for such restrictions.
- f) All bookings are accepted on the understanding that they will be paid for at the rates in force at the date of the booking.
- g) All advertising must be:
 - i. approved in advance by the acceptances department of Primedia; and
 - ii. in English.
- h) Any and all complaints by the Advertising Agency or the Advertiser as regards any aspects of advertisements broadcast on Primedia must be lodged in writing with Primedia 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 of such advertisement in every respect.

4. DATES/TIMES OF BROADCAST

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

5. CANCELLATION

- a. Any booking may be cancelled by either side, provided that notice in writing is received by Primedia or the Advertising Agency or 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** then the Advertising Agency/the Advertiser shall be liable for the cost of the full booking.
- c. In instances where the Advertising Agency or the Advertiser commissions Primedia to produce the advertisement, then the Advertising Agency or the Advertiser shall be responsible for all production costs incurred by Primedia from the time of commissioning up to the time of cancellation.

6. MATERIAL AND PROPERTY LIABILITY

Primedia 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 or the Advertiser except those instances where Primedia has received and signed for receipt of the Advertising Agency or the Advertiser's material.

7. ACCOUNTS

Payment of cash accounts is due without deduction **three (3) days** prior to the broadcasting of the advertisement, unless the Advertising Agency or the Advertiser has been granted credit facilities with Primedia in which case:-

- a) Accounts payable by an Advertising Agency shall be paid not later than forty-five (45) days from date of statement.
- b) Accounts payable by the Advertiser shall be paid not later than thirty (30) days from date of statement.
- c) 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.
- d) Interest shall accrue at the rate of 2% per month on all overdue accounts.
- e) In the event of Primedia 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 client scale and shall further be responsible for collection commission on payments to be recovered.

8. WARRANTIES AND INDEMNITIES

- a) The Advertiser / the Advertising Agency on behalf of the Advertiser (its principal) and on its own behalf warrants that:
 - i. It is responsible for obtaining and paying for all necessary licences and consents for the broadcast of any advertising copyright material contained, or the inclusion of or reference to any person in the advertisement.
 - ii. No advertisement copy will breach the copyright or other rights of or be defamatory of any third party.
- b) The Advertising Agency / the Advertiser indemnifies and holds Primedia harmless against all claims of whatever nature arising from any breach of the above warranties in consequence of the use, recording or broadcasting of any advertisement copy or matter supplied by and broadcast for the Advertiser or the Advertising Agency.

9. CHANGES OF RATES AND CONDITIONS

- a) Primedia 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 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 may from time to time make special charges and/or condition certain types of advertisements or for bookings at certain specified periods.

10. DOMICILIUM

- a. The Advertising Agency or the Advertiser chooses as its chosen domicilium citandi et executandi for all purposes the street specified on the reverse hereof.
- b. Primedia chooses as its chosen *domicilium citandi et executandi* for all purposes of this agreement:
Primedia Place
5 Gwen Lansdown
Sandton

11. CREDIT CHECKS

- Primedia shall be entitled to:
- a. perform a credit search on the Advertising Agency or the Advertiser's record with one or more of the registered Credit Bureau when assessing the Advertising Agency or the Advertiser's application for credit;
 - b. monitor the credit applicant's (the Advertising Agency or the Advertiser) payment behaviour by researching its record at one or more of the Credit Bureau;
 - c. use new information and data obtained from Credit Bureau in respect of the applicant's future credit applications;
 - d. record the existence of the applicant's account with any Credit Bureau; and
 - e. record and transmit details of how the applicant has performed, and how the account is conducted by the applicant Advertising Agency or Advertiser in meeting its payments.

Signed : _____

702 Talk Radio Primedia Broadcasting Bank : FNB Branch : Corporate Acc Serv. Branch Code : 255-005 Account No : 62164195367	94.7 Highveld Africa On Air Bank : FNB Branch : Corporate Acc Serv. Branch Code : 255-005 Account No : 62164195309	567 Cape Talk Cape Talk Bank : FNB Branch : Corporate Acc Serv. Branch Code : 255-005 Account No : 62165431736	94.5 KFM KFM (Pty) Ltd Bank : FNB Branch : Corporate Acc Serv. Branch Code : 255-005 Account No : 62182252826
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