



Advertising Terms & Conditions

These terms and conditions apply to all offers and agreements made by Network Ten Pty Limited (ABN 91 052 515 250) (**NETWORK 10**) to supply media and advertising services to any person (**Advertiser**) during the period commencing 1 November 2018 and ending on the date that NETWORK 10 issues a revised version of these terms and conditions.

1. Forming an agreement with NETWORK 10

1.1 Each agreement with NETWORK 10 for the supply of media and advertising services to an Advertiser (**Agreement**) comprises the following documents in the following order of precedence:

- (a) the applicable Booking Document;
- (b) these terms and conditions; and
- (c) the applicable Guidelines.

2. Termination

2.1 NETWORK 10 may terminate an Agreement by notice to the Advertiser with immediate effect if:

- (a) the Advertiser fails to remedy a material breach (including a failure to make a payment when due) within 5 days of a notice from NETWORK 10 requiring the Advertiser to do so;
- (b) the Advertiser fails to comply with any credit agreement with NETWORK 10 or any other credit requirements made by NETWORK 10; or
- (c) an Insolvency Event occurs in relation to the Advertiser.

2.2 NETWORK 10 may terminate an Agreement without cause by giving not less than 14 days' notice to the Advertiser.

2.3 If an Agreement is terminated by NETWORK 10 for any reason, the Advertiser must pay to NETWORK 10 immediately on demand from time to time all amounts owing as at the termination date and all costs, losses, expenses and damages incurred by NETWORK 10 arising out of the termination of the Agreement or any breach by the Advertiser of the Agreement (including, in each case, any cancellation fees, administrative costs and legal fees incurred by NETWORK 10 or any third party).

3. Advertiser's obligations

3.1 The Advertiser:

- (a) must ensure that the Content (including any material, statement, information or matter contained in an Advertisement):
 - (i) complies with all applicable laws, regulations, codes of practice and codes of conduct
 - (ii) complies with any written guidelines that NETWORK 10 publishes on its Website or otherwise provides to an Advertiser;
 - (iii) does not infringe any third party's intellectual property rights and its use does not constitute a breach of confidence;
 - (iv) is not defamatory, racist, unlawful, abusive, immoral, offensive, obscene, indecent, pornographic or objectionable;

(v) does not contain anything that is unlawful, or in contempt of any court, Parliament, tribunal or royal commission; and

(vi) does not contain any product or service specifications, or performance, service or other claims, in each case which cannot be fully substantiated;

(b) must obtain all consents for NETWORK 10 to use, reproduce and communicate the Content for the purposes of supplying media and advertising services to the Advertiser; and

(c) warrants and represents that NETWORK 10's use, reproduction and communication of the Content (including any material, statement, information or matter contained in an Advertisement):

(i) does not infringe any rights of any person; and

(ii) does not in any way contravene any laws, regulations, codes of practice and codes of conduct including the *Commercial Television Industry Code of Practice*, the *Competition and Consumer Act 2010* (Cth), the *Broadcasting Services Act 1992* (Cth), the *Consumer Credit Code*, the code of any industry association or equivalent, or any succeeding or replacements to the previously mentioned laws, regulation and codes; and

3.2 The Advertiser must:

(a) keep the commercial elements of the Booking Documents (including the Rates, Fees and charges payable by the Advertiser) strictly confidential and ensure that those elements are disclosed only to the Advertiser's directors, officers, employees, contractors and clients on a confidential and need to know basis for the purposes of the performance of the Agreement;

(b) provide the Content to NETWORK 10 within the timeframes specified in the applicable Guidelines or as otherwise specified by NETWORK 10;

(c) provide the Content to NETWORK 10 in accordance with NETWORK 10's specifications and delivery requirements specified by NETWORK 10 on the Website or as otherwise advised by NETWORK 10 from time to time;

(d) not upload or make available any Content that contains viruses or any other computer codes, files or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware or telecommunications equipment;

(e) not insert any tags, codes, cookies or other data tracking or collection devices into the Content for the purpose of re-targeting users on a third party site; and

(f) for any internet streaming service, not change or substitute any Content or Advertisement for a Campaign without notifying NETWORK 10.

3.3 NETWORK 10's acceptance of Content for communication on Network 10 Media does not relieve the Advertiser of its obligations in respect of such Content (including under clause 3.1).



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- 3.4 If NETWORK 10 considers any Content or Advertisement to be non-compliant in any way or for other regulatory or business reasons, in its sole and absolute discretion, NETWORK 10 may refuse to place or remove that Content, or cancel any Advertisement.
- 3.5 NETWORK 10 may refuse to communicate any Advertisement on a Network 10 Channel that does not include a valid Commercials Advice (CAD) number.
- 3.6 the Advertiser acknowledges and agrees that:
- if it fails to provide the Content to NETWORK 10 in accordance with clauses 3.1, and/or 3.2, NETWORK 10 may substitute another Advertisement or not communicate the Advertisement, and are not obliged to deliver the target Projections/Page Impressions and NETWORK 10 may reduce (on a pro-rata basis) the target Projections/Page Impressions by the time of the Advertiser's delay. Nonetheless, the Advertiser must still pay the Fees applicable to the total Campaign;
 - all Content will be deleted 90 days after last communication date, unless otherwise agreed (subject to a maximum extension period of 90 further days only); and
 - NETWORK 10 may: (i) collect anonymous data about users' receipt of and interaction with ads on Network 10 Media; and (ii) use that information to enhance its services.
- 3.7 Without NETWORK 10's prior written consent, the Advertiser must not resell, assign or otherwise transfer any of its rights under an Agreement (including its right for the supply of media and advertising services).
- 3.8 If the Advertiser enters an Agreement as an agent for a third party: (i) the Advertiser warrants and represents that it is authorised to enter into the Agreement (including to book media and advertising services) on behalf of that third party, and (ii) the Advertiser and the third party will be jointly and severally liable under the Agreement.
- #### 4. Payment
- 4.1 Following receipt of an invoice from NETWORK 10 for fees and other charges payable under an Agreement, the Advertiser must pay each tax invoice by the due date specified in the tax invoice.
- 4.2 NETWORK 10 may require an Advertiser to pay an invoice in part or in full before placing Advertisements under an Agreement.
- 4.3 Unless expressly specified otherwise in an Agreement, the Fees, Rates and other charges for the supply of media and advertising services are exclusive of GST. If GST is payable on any supply made by NETWORK 10, the Advertiser must pay an additional amount equivalent to the GST at the same time as payment for the supply is due.
- 4.4 If the Advertiser fails to pay an invoice when it is due, NETWORK 10 may charge interest on the overdue amount at an annual rate that is equal to 2% above the then corporate annual overdraft rate of the Commonwealth Bank of Australia.
- 4.5 NETWORK 10 may suspend, remove or cancel any Advertisement, and not place any further Advertisements, if:
- the Advertiser is in breach of this agreement, including any failure to pay NETWORK 10's invoice and/or any interest or other amount when it is due;
 - NETWORK 10 has asked the Advertiser to complete a credit application form and the Advertiser has not returned a completed form to NETWORK 10 by the time required by NETWORK 10; or
 - the Advertiser's credit application is not approved.
- #### 5. Liability
- 5.1 Neither NETWORK 10 nor any of its Related Bodies Corporate will be liable to the Advertiser for:
- any costs, expenses, claims or liability suffered or incurred in respect of the communication of any Advertisement, including the alteration, delay or omission of a communication, whether it occurs as a result of negligence, mistake, communication failure, compliance with an Advertiser's directions, or otherwise;
 - any loss of profit, loss of revenue, loss of data and/or loss of business opportunities in respect of the communication of any Advertisement, including the alteration, delay or omission of a communication; or
 - any indirect or consequential loss arising in connection with this agreement.
- 5.2 The Advertiser must not bring or be party to any claim, action or proceeding against NETWORK 10 or any of its Related Bodies Corporate or any of their officers, employees, agents or contractors in relation to the communication of any Advertisement, including the alteration, delay or omission of a communication.
- 5.3 The *Competition and Consumer Act 2010* and similar State and Territory legislation may confer rights and remedies on the Advertiser in relation to an Agreement which cannot be excluded, restricted or modified (**Non-excludable Rights**). NETWORK 10 does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute. To the full extent permitted by law, NETWORK 10's liability for breach of implied warranties, conditions or undertakings which cannot be excluded is limited, in the case of goods, at NETWORK 10's option, to (a) the replacement of the goods or the supply of equivalent goods, (b) the repair of such goods, (c) the payment of the cost of replacing the goods or of acquiring equivalent goods, or (d) the payment of the cost of having the goods repaired, and in the case of services, at NETWORK 10's option, to (a) the supply of the services again or (b) the payment of the cost of having the services supplied again.
- 5.4 NETWORK 10 will not have any liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, riot, explosion, embargo, strikes whether legal or illegal, labour or material shortage, transportation interruption of any kind, work slowdown or any other condition beyond NETWORK 10's control affecting production or delivery in any manner.



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5.5 The Advertiser indemnifies and holds harmless each of NETWORK 10, its Related Bodies Corporate and their officers, employees, agents and contractors (each an **Indemnified Party**) against all third party claims, demands, damages, costs, penalties, suits and liabilities of any nature howsoever caused whether by negligence or otherwise incurred by an Indemnified Party, or which may be incurred by an Indemnified Party arising out of: (a) the communication (including the alteration, delay or omission of a communication) of an Advertisement; (b) any material to which users can link through the Advertisement; or (c) the Advertiser's own breach or non-performance of any warranty or other term of this agreement.

5.6 The aggregate liability of NETWORK 10 in connection with an Agreement, whether based upon warranty, contract, statute or tort (including negligence) or otherwise, will not exceed the total amount of the Fee received by NETWORK 10 in relation to the Agreement.

6. Fees for the booking

6.1 NETWORK 10 will charge the Advertiser for the media and advertising services in accordance with the Rates outlined in the applicable Booking Document.

6.2 NETWORK 10 has a base rate card setting out its standard rates and charges for the provision of media and advertising services as notified to the Advertiser from time to time and this base rate card may be updated from time to time without notice.

6.3 NETWORK 10 reserves the right to adjust the base rate card and Fees at any time to reflect seasonal adjustments based on fluctuations in the market, including as to audience and subscriber growth. NETWORK 10 will give the Advertiser reasonable notice of any such adjustments prior to any Campaign being approved by Advertiser, with the exception of Special Advertisements. In respect of Network 10 Channels, NETWORK 10 reserves the right to alter our Fees without notice in respect of any Special Advertisements or any Advertisements on specific programs, and unless otherwise agreed, all rate alterations apply to Campaigns booked before the rate alteration comes into effect.

6.4 For Network 10 Channels, the base rate card is based on 30 second units, and applicable Fees will be calculated in accordance with the length of Advertisements as follows:

Length (seconds)	Charge rate	Length (seconds)	Charge rate
5	0.4 of 30 second unit	45	1.5 of 30 second unit
10	0.5 of 30 second unit	60	2.0 of 30 second unit
15	0.6 of 30 second unit	90	3.0 of 30 second unit
30	1.0 of 30 second unit	120	4.0 of 30 second unit

6.5 The Advertiser must:

- (a) update the rate card information in the BCC AdSystems (or equivalent) application; and

- (b) be responsible for applying the applicable Discount(s) to the base rate card.

6.6 Any Production Costs in respect of any media or advertising services on Network 10 Digital or Network 10 Channels are not agency commissionable unless specifically set out as commissionable in the Booking Document.

7. Fees for Special Advertisements

7.1 Discounts do not apply to Special Advertisements.

7.2 Advertiser agrees to pay all out-of-pocket expenses and disbursements which NETWORK 10 incurs in preparing and delivering the Special Advertisements as detailed in an invoice from NETWORK 10.

8. CPM

8.1 Advertiser acknowledges that NETWORK 10's ability to deliver CPM is subject to audience delivery variations across all the booking. NETWORK 10 will use its reasonable endeavours to maintain CPM within a 10% tolerance of the CPM specified in the applicable Booking Document.

8.2 The Advertiser acknowledges and agrees that:

- (a) for Network 10 Channels, CPM or CPT (as applicable) is based on the OzTAM Metro Audience Panel unless otherwise agreed with the Advertiser at the time of booking and will be measured according to 15-minute average 7 day consolidated ratings data (channel ratings at market level - Sydney, Melbourne, Brisbane, Adelaide, Perth);
- (b) Network 10 Channels will provide campaign delivery assurances across the free-to-air broadcast channels with a 10% tolerance, based on 7 day consolidated 15-minute average ratings, provided that NETWORK 10 agrees to proposed predicted audience ratings at time of booking the Campaign;
- (c) CPM or CPT delivery does not apply to Special Advertisements;
- (d) CPT (for Network 10 Channels) or CPM (for Network 10 Channels or Network 10 Digital as applicable) delivery applies to the overall Campaign and is reviewed by platform, not each individual Network 10 Channel, website, Spot, Display or Advertisement;
- (e) a CPM or CPT booking on Network 10 Channels will use the Network 10 Channels agreed at the time of booking and any day part splits to achieve CPM or CPT (as applicable) delivery;
- (f) for Network 10 Digital, NETWORK 10 will use tenplay.com.au and tendaily.com.au or assets as specified at the time of booking, for CPM delivery;
- (g) for Network 10 Digital, if an existing advertisement format is removed or replaced, we will use alternative advertisement formats to deliver the CPM campaign;
- (h) in all instances, Production Costs will not be included in the calculation of CPM; and
- (i) for Dynamic Bookings on Network 10 Channels,



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- (i) the booking is audience-based (based on CPM only, not CPT);
- (ii) the Fees are bulk billed; and
- (iii) spot placement is fluid – that is, spots are not fixed and will move across the Network 10 Channels to deliver agreed audience objectives at the discretion of TEN – and is final only when invoiced, with broadcast channel and time of appearance information included within the invoice.

9. Positioning

- 9.1 The positioning of Advertisements on Network 10 Channels is not guaranteed and is subject to availability at the time of booking and may be altered at NETWORK 10's discretion.
- 9.2 If the first or last Advertisement position in an advertising break on Network 10 Channels: (a) is required, a loading on the applicable rate for the program may apply; and (b) is not specified, the position will be, as far as possible, evenly rotated.
- 9.3 The positioning of Advertisements on Network 10 Digital is at NETWORK 10's sole discretion, unless the positioning is clearly communicated in the Insertion Order.
- 9.4 NETWORK 10 makes no guarantees, inducements, warranties or other representations with respect to usage statistics or levels of impressions for any Advertisement on Network 10 Digital. In some cases, NETWORK 10 may provide estimated usage statistics for information purposes only, and these are non-binding and expressly excluded from an agreement.
- 9.5 In relation to Advertisements on Network 10 Channels:
 - (a) fixed placement Advertisements for Network 10 Channels will be set out in the Proposal, Media Booking Report, E-prop or Tango (as applicable);
 - (b) the Advertisements for Dynamic Bookings will be set out in a format provided by NETWORK 10; and
 - (c) NETWORK 10 will use reasonable endeavours to avoid placement of same product category Spots within the same break. NETWORK 10 considers placement of more than one Spot of the same product category within a break with a separating non-competitive Spot of any duration not to be a product conflict, and therefore not subject to Makegood.

10. Makegood

- 10.1 The Advertiser is liable to NETWORK 10 for the Fees irrespective of whether the Advertiser considers the CPM has not been met, or there has been an error, alteration or omission in the supply of the Campaign, and irrespective of whether any of the foregoing was or was not caused by the act or omission of NETWORK 10 or its respective officers, employees or agents, communication failure or otherwise. The Advertiser's exclusive remedy in respect of a failure to deliver the CPM in accordance with clause 8 is Makegood, which NETWORK 10 will use reasonable endeavours to achieve.
- 10.2 Makegood is subject to NETWORK 10's placement discretion, programme and channel availability and will be booked within the current or next Campaign.

10.3 Makegood will not be given for, and cannot be used for, any Special Advertisements.

10.4 The Advertiser acknowledges and agrees that NETWORK 10 will not provide any refunds or credits in relation to a Makegood.

11. Cancellations by Advertiser

11.1 If the Advertiser wishes to cancel a booked Campaign, it must notify NETWORK 10 in writing:

- (a) at least 6 weeks before the date on which the Campaign is scheduled to communicate with Network 10 Channels; or
- (b) at least 30 days before the date on which the Campaign is scheduled to be placed on Network 10 Digital.

11.2 If the Advertiser cancels before the applicable deadline in clause 11.1, NETWORK 10 will delete the Booking Document and the Advertiser will not be charged for the Campaign.

11.3 If the Advertiser cancels after the applicable deadline in clause 11.1, NETWORK 10 will:

- (a) Delete and Charge you for the booking. The Advertiser may re-allocate the Deleted and Charged funds and re-book such booking subject to:
 - (i) our programme and channel availability;
 - (ii) the booking having no placement guarantee; and
 - (iii) the booking being re-booked within 12 months of the date on which we process the Delete and Charge,

OR

- (b) allow the Advertiser to transfer the booking to another brand or product for the same Advertiser, provided:
 - (i) for Network 10 Channels, the Spots and Rates on specific channels are maintained; and
 - (ii) for Network 10 Digital, the Page Impressions and Rates on specific digital assets and websites are maintained.

11.4 The Advertiser acknowledges and agrees that once booked Special Advertisements, are 100% firm and cannot be cancelled.

12. Notices

A notice or other communication relating to an Agreement may be given to the other party:

- (a) by being personally served on the party or sent by pre-paid ordinary mail to the party's address as specified in this agreement (or such other address as notified by a party); or
- (b) by email to the email address nominated by the parties in the applicable Booking Document.

A copy of any legal notice to NETWORK 10 must be sent to legalnotices@networkten.com.au.



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13. General

- 13.1 Nothing in an Agreement shall be taken as giving rise to a relationship of employment, agency or partnership.
- 13.2 An Agreement cannot be amended except in writing and signed by the parties.
- 13.3 The Advertiser may not resell, assign or transfer its rights under an Agreement without NETWORK 10's prior written consent, which it may grant or withhold (with or without conditions) in its absolute discretion.
- 13.4 Except as expressly set out in the Schedule, any renewal or additional booking shall be at NETWORK 10's discretion. Pricing for any renewal may be subject to alteration by NETWORK 10 from time to time.
- 13.5 If any term or provision of an Agreement is held by a court to be illegal, invalid or unenforceable under applicable law, that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.
- 13.6 An Agreement is governed by, and construed in accordance with, the laws of New South Wales, Australia. The parties submit to the exclusive jurisdiction of the courts in New South Wales, Australia.

14. Definitions and Interpretations

14.1 In an Agreement:

Advertisement means the Spot, Special Advertisement, Display, Video, trade promotion and other branding, promotional, Sponsorship or advertising material that you have requested to be published, uploaded, made available, produced and/or aired on Network 10 Media;

Advertiser means the person who pays for the production, execution and placement of an advertisement;

Booking Document means a document used by NETWORK 10 to offer and accept an Advertiser's booking for media and advertising services, including:

- (a) Network 10 Channels: a Schedule and/or Media Booking Report and/or Booking Order; and
- (b) Network 10 Digital: an Insertion Order;

Booking Order means the document containing, or any other visual confirmation of, the agreed schedule for placement of the Advertisements (including an ebooking issued by NETWORK 10) and other details of Network 10 Channel Campaign;

Business Day is a day that is not a Saturday, Sunday or public holiday in Sydney, New South Wales;

Campaign means the supply of media and advertising services within a set time frame;

Content means all materials required for the purpose of placing Advertisements including text, pictures, graphics, sound, video, programming code or other data and information as reasonably requested by NETWORK 10;

CPM means:

- (c) for Network 10 Channels, cost per thousand, being the cost of reaching 1,000 people in the specified

target audience (based on 7 day consolidated 15-minute average ratings data); and

- (d) for Network 10 Digital, cost per thousand, being the cost per 1,000 Page Impressions of an Advertisement placement on a particular website or other digital property and is based on a fixed cost per thousand page impression;

CPT means cost per TARP for Network 10 Channels, and is the cost of reaching 1% (or 1 TARP) of a specified target audience in a specified market;

Delete and Charge means that the booked Campaign is deleted and you are still charged for the amount of that Campaign. This occurs when a cancellation is requested and the set cancellation deadline has passed;

Discount means any discount specified in the Schedule, Booking Order, Insertion Order, Media Booking Report and/or Proposal;

Display means any Advertisement for Network 10 Digital, commonly referred to as a "banner";

Dynamic Booking means a booking based on audience-based trading whereby non-fixed spot placement across Network 10 Channel(s) delivers an agreed CPM.

E-prop means the electronic version of the Proposal that we send to you for approval and confirmation regarding Advertisements for any of your Campaigns for Network 10 Channels;

Fees mean the fees, rates and charges payable by you under this agreement;

Guidelines means the applicable Guidelines published on the Website;

In-Programme Product Placement means the exposure or reference within the programme referring to any product, service, branding, demonstration and usage;

Insertion Order means the binding schedule for Advertisements or Campaigns for Network 10 Digital bookings;

Insolvency Event means the occurrence of any one or more of the following events in relation to any person:

- (a) an application (other than a frivolous or vexatious application) is made to a court for an order that it be wound up or that a provisional liquidator, or receiver and/or manager be appointed;
- (b) a liquidator or provisional liquidator is appointed;
- (c) an administrator or a controller is appointed to any of its assets;
- (d) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors;
- (e) it proposes a winding-up or dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors, other than for the purposes of a solvent reorganisation;
- (f) it is insolvent as disclosed in its accounts, or otherwise states that it is insolvent, or it is presumed to be insolvent under an applicable law;



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- (g) it becomes an insolvent under administration or action is taken which could result in that event;
- (h) it is taken to have failed to comply with a statutory demand as a result of section 459F(1) of the Corporations Act 2001 (Cth);
- (i) a notice is issued under sections 601AA or 601AB of the Corporations Act 2001 (Cth);
- (j) a writ of execution is levied against it or its property;
- (k) it ceases to carry on business or threatens to do so;
- (l) it is otherwise unable to pay its debts when they fall due, or
- (m) anything occurs under the law of any jurisdiction which has a substantially similar effect to any of the above paragraphs of this definition.

Makegood means placing a booking at no charge to you to compensate for performance under delivery or an error due to our fault occurring within a Campaign;

Media Booking Report means the proposed schedule we send to you for approval and confirmation regarding Advertisements or your Campaigns for Network 10 Media;

Network 10 Channel means any of the free-to-air broadcast television channels being 10, 10 Boss and 10 Peach in each relevant market;

Network 10 Digital means any or all of the websites or other assets, including web pages, web sections, apps, internet streaming services or other digital property operated by NETWORK 10 or its Related Bodies Corporate and includes 10 Play and 10 Daily;

Network 10 Media means any of the advertising platforms, being Network 10 Channels, Network 10 Digital or any other platforms that is owned, operated or managed by NETWORK 10 or any of its Related Bodies Corporate from time to time;

Page Impressions mean the number of times each page of a website is viewed within a specific time period;

Production Cost means the cost associated with any Content creation of an Advertisement;

Proposal means the proposed booking we send to you regarding Advertisements for any of your Campaigns;

Projections mean the average number of people within the given demographic watching at any given time a particular channel; programme or timeslot;

Rates mean the rates applicable to the supply of media and advertising services as provided by us and approved by you at the time of booking;

Related Body Corporate has the meaning given in the *Corporations Act 2001 (Cth)*;

Schedule means the binding schedule for Advertisements;

Special Advertisement means:

- (a) a Spot aired during a sport programme, special event or live event on any Network 10 Channel;
- (b) a Spot aired during special event programming (including one-off events and high rating television programmes); or

- (c) anything other than the placement of a Spot or Display, including Sponsorship, Sponsorship SOV, Specific Requirements, In-programme Product Placement, any Content creation of an Advertisement, and any other Special Advertisement as agreed between the parties from time to time;

Specific Requirements mean requests such as peak or off-peak day part splits, first and last in breaks, top & tail premiums, solus breaks, channel and time selections;

Sponsorship means an association with a channel or program that gives an Advertiser particular commercial visibility and/or integration. This can include a negotiated level of Sponsorship Exclusivity;

Sponsorship Exclusivity means granting an Advertiser certain restrictions or rights to limit competitive Advertisers within their selected product or service category;

Sponsorship Share of Voice (SOV) means a fixed percentage of available Page Impressions on a fixed rate basis rather than via a guaranteed CPM delivery for Network 10 Digital;

Spot means any Advertisement, commonly referred to as a "commercial" for television;

Tango has the same meaning as E-prop;

TARP means the target audience rating point for television, being a specific demographic audience expressed as a percentage of that demographics potential audience;

Video means a video Advertisement for Network 10 Digital (including pre-rolls and mid-rolls);

Website means the content available or accessible at <http://tenplay.com.au/why10> .

14.2 In these terms and conditions:

- (a) "includes" means "includes, without limitation";
- (b) a reference to a statute includes a statute amending, consolidating or replacing such statute;
- (c) a reference to a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate or multiple trustee of a trust.