



SBS Network Advertising Terms and Conditions

These terms and conditions apply to any agreement between the Special Broadcasting Service (SBS) and the customer (You) in relation to any Advertising Services SBS may supply to You for use on one or all of the SBS Website, SBS Television channels, and SBS Radio (together, the “SBS Network”).

References to You mean the person or company that requests Advertising Services from SBS. SBS contracts with media advertising agencies and media buying agencies in their own right and not as agents of their clients. In these terms and conditions references to “You” are deemed to include references to agencies where applicable.

By agreeing to advertise on SBS or by placing an advertising order with any SBS representative You agree to be bound by these terms and conditions.

1. Overview

Your agreement (**Agreement**) with SBS comprises:

- these Network Advertising Terms and Conditions; and
- any other special terms agreed in writing between You and SBS (**Special Terms**).

In the event of any conflict between this Agreement and any Special Terms, the Special Terms will prevail, unless expressly stated otherwise in this Agreement.

2. Advertising Services - General

- a. SBS will provide to You, and You agree to use, the Advertising Services in accordance with the Agreement.
- b. Unless otherwise agreed in writing, renewal or additional advertising shall only be provided at SBS’s sole discretion, and pricing for any renewal period is subject to change by SBS from time to time.
- c. SBS reserves the right to (i) refuse at its discretion to accept broadcast or publish any advertising material; (ii) change these advertising terms and conditions at any time, (iii) cancel, reschedule or replace any SBS program, content or advertising break; and (iv) reschedule advertising bookings.
- d. If a booking for Advertising Services is made in connection with a particular SBS program or content and that program or content is cancelled, You may have the booking rescheduled to a mutually acceptable time or cancelled without charge.
- e. SBS gives no guarantees about the proximity of other advertising relating to rival products.
- f. SBS advertising may not be resold or sublicensed.

3. Advertising Copy – General

- a. **Form of Advertising Copy:** All Advertising Copy delivered by the Advertiser to SBS must comply with any guidelines provided by SBS (which may be modified from time to time), including:
 - i. for online bookings, the *SBS Online Advertising Guidelines*;

- ii. for television, the SBS *TVC Specifications Guidelines*; or
- iii. such other requirements as SBS may advise.

Failure to meet SBS's advertising guidelines or any other provision of these terms and conditions may delay or prevent placement of the Advertising Copy.

- b. **Deadlines:** You must submit Advertising Copy and any other material necessary to enable SBS to perform the Advertising Services, to SBS at least 3 working days or within such other deadline advised by SBS at its discretion before the Start Date.
 - c. **Distinction between advertising and editorial matter:** You acknowledge that SBS requires all advertising and sponsorship content must maintain a structural, aural and/or visual separation from SBS editorial content. You will ensure that advertising material is clearly identifiable as advertising material, and does not contain any matter which might mislead, or be confused by members of the public with editorial content. You agree that SBS may take steps to clearly distinguish advertising material from editorial content (such as labelling or tagging an advertisement as "advertisement").
 - d. **Promotion of competitions:** You will ensure that any advertising material which references a competition (including a game of skill or lottery promotion) complies with all relevant state and territory legislation, and you have obtained all necessary permits and permissions.
 - e. **Positioning / placement of the advertising:** Positioning of the advertising is at our sole discretion, except to the extent that positioning is specified in any Special Terms. You acknowledge and agree that we have not made any guarantees, inducements, warranties or other representations with respect to viewer numbers, usage statistics and/or levels of impressions for any advertisement. In some cases SBS may provide You with estimated usage or viewer statistics but You acknowledge that such statistics are expressly excluded from this Agreement.
 - f. **Rejection of advertising:** All contents of advertisements are subject to SBS's approval. SBS reserves the right to reject or cancel any advertisement, campaign, space reservation or position commitment at any time. Acceptance of any advertisement (including in relation to online advertising, any URL link contained or embedded in any online advertisement) shall not be deemed to be an acknowledgment by SBS that the advertising material complies with any or all relevant laws, regulations or industry codes.
4. **Advertising – TV:** All advertisements to be broadcast on television must be accompanied by a CAD approval number. The CAD approval number is an 8 digit code given by FreeTV Australia.
5. **Advertising – Radio**
- a. Advertisements to be broadcast on SBS Radio Language programmes cannot be aired in English, they must be produced "In-Language". Commercials in our Indian language programmes may be produced in English with an Indian Accent for authenticity.
 - b. You must provide an English script for all "In Language" commercials prior to the commercial being accepted for broadcast.
 - c. Radio commercials to be broadcast on our Music channels may be aired in English.

6. Advertising - Online

- a. SBS shall have the absolute right to reject any URL link embodied within any online advertisement.

7. Cancellation of Services

- a. You may cancel a booking for Advertising Services at any time without charge provided that You give SBS at least forty two (42) days' notice prior to the Start Date unless agreed otherwise.
- b. In the event that You cancel a booking for Advertising Services after the date specified in clause 8(a) SBS will be entitled to full payment as if the advertising had been broadcast.
- c. SBS may cancel a booking for Advertising Services at any time, without giving You any reasons. If we do this, we will at our option:
 - i. refund any Fees You have paid to us; or
 - ii. reschedule the Start Date;

and You agree that this is our sole liability to you in relation to that particular booking.

8. Warranties

a. Advertiser warranties. You warrant to us that:

- i. you have all applicable licenses and consents necessary to enter into and perform your obligations under this Agreement, and you are not in breach of any applicable laws;
- ii. you will not breach any agreement, arrangement or understanding with a third party as a result of entering into or performing any part of this Agreement;
- iii. the Advertising Copy complies with all applicable laws and regulations and industry guidelines;
- iv. you are fully authorised to publish the Advertising Copy, and the publication of the Advertising Copy in accordance with this Agreement and all other applicable terms and conditions will not infringe the intellectual property rights of any person;
- v. the Advertising Copy will not include content, or (in relation to online advertising) contain a link to any content, that is illegal, obscene, violent, defamatory, pornographic, offensive or discriminatory based on considerations of race, national origin, gender, age, disability, religion, sexual orientation or expression, that facilitates or promotes the unauthorised downloading, uploading, peer-to-peer sharing or streaming of copyrighted content, or promotes any companies, products or services that are in contravention of applicable Australian law, codes or regulations;
- vi. in relation to online advertising, you will not insert any tag, code, cookie, pixel or other data tracking or collection device into the Advertising Copy without our express permission; and
- vii. you will not use or redistribute to any third party without our permission any information or reports we may supply to you relating to supply of these Advertising Services.

b. SBS warranties

SBS warrants that:

- We have the right to supply the Services to you;
- We will use reasonable care and skill in providing the services; and
- We will comply with all applicable laws and regulations in supplying the Services.

9. Indemnity and Liability

- a. **Indemnification relating to Advertising Copy:** The parties agree that SBS is not liable for any aspect of the Advertising Copy, including any products or services referred to in the Advertising Copy. You indemnify and hold SBS harmless against any and all claims for any form of damages, losses, or harm sustained or incurred by SBS as a result of any breach of your warranties in clause 8, and any act or omission by you with respect of your Advertising Copy.
- b. **Limitation of Liability:** Neither party is responsible for any indirect loss arising out of or in connection with this agreement. SBS's liability to You for any claims under this Agreement is to the fullest extent permitted by law, limited to resupply of the Advertising Services and/or payment of the cost of having the Advertising Services resupplied.

10. Intellectual Property

You warrant that You own the copyright in any advertising copy, your trade marks, and any other material you provide to SBS under this Agreement.

Except as authorised by this Agreement, the parties agree not to reproduce or sub-licence the other party's intellectual property.

You acknowledge that SBS is entitled to use any advertising copy or other materials provided to SBS by You for the purposes of this Agreement.

11. Payment

Unless you have approved alternative credit terms with us, all amounts payable for advertising must be paid in advance of the Start Date, and otherwise in accordance with the Special Terms.

Rates quoted are exclusive of all taxes, unless specified otherwise.

Payment must be for the amounts specified in the Special Terms.

We will invoice you monthly for fees and costs due, unless otherwise stated in the Special Terms. Payment must be made within 30 days of the date of the invoice.

SBS will measure advertising (including impressions delivered and clicks achieved) through our advertising tracking systems. Results from third party servers will not be accepted for the purpose of assessing advertising performance.

12. General

a. Force Majeure

Neither party will be liable for its failure to perform any of its obligations under this Agreement due to any contingency beyond its reasonable control.

b. **Applicable Law**

This Agreement is governed by the laws of New South Wales.

c. **Notices**

A notice must be in writing to the contact person specified on the Booking Form.

d. **Assignment**

Neither party may transfer or assign any rights or obligations under this Agreement without the prior written consent of the other party.

e. **Confidentiality**

Each party must:

- (i) take all action reasonably necessary to maintain the confidentiality of the other parties confidential information, and;
- (ii) Not disclose the other party's confidential information, except as permitted below.

Permitted disclosure: a party may disclose confidential information of the other party:

- (i) to a representative of the recipient who needs to know the information for the purpose of this agreement (and subject to the recipient taking reasonable steps to maintain the confidentiality); or
- (ii) When required by law, regulation, or ministerial direction.

13. Definitions

Advertising Copy means all advertising, marketing or other material supplied by you (including graphics, any URLs, or text) for publication by SBS, in a form and manner approved by SBS.

Advertising Services means the advertising services provided by SBS to You under this Agreement.

Start Date means in relation to any booking, the first date of publication or broadcast of any advertising material.