

Macau Street Furniture Advertising

Total Network Package

Advertising across our full network gives your ad message total exposure all over Macau. Our panels in strategic locations offer you high visibility and reach your audiences around the city.
30 panels per week HK\$63,600 (min. 4 weeks)

Tourist Package

Reach 1.7 million tourists every month in Macau. Our network offers you CIPs and Bus Shelters in tourist areas like hotels, restaurants, bars, shopping areas and the ferry terminal.
15 panels per week HK\$49,500 (min. 4 weeks)

Residential Package

Thousands of Macau and Pearl River Delta residents and tourists travel across the border to China every day. Advertising on CIPs / Bus Shelters captures not just those on their way to and from Zhuhai, but also 50% of the Macau population.
20 panels per week HK\$26,000 (min. 4 weeks)

Fixed Position

Strategic locations give the best reach and we offer you panels of your choice.
6-sheet (CIP / Bus Shelter) HK\$4,500 per panel / week (min. 13 weeks)
6-sheet (Scrolling) HK\$5,800 per panel / week (min. 13 weeks)
Column (2 panels) HK\$5,500 per column / week (min. 13 weeks)

Remarks

- All offers of space are subject to availability at the same time required and to JCDecaux's general terms and conditions.
- Extension of booking cannot be guaranteed. Advertisers should aware that they do not have an automatic option to renew their sites and these sites may be taken up by another advertiser when the contract expires.
- Advertisers may book on a long-term basis and change posters during the display period. Such changes are free of charge every 4 weeks provided the posters are for the same brand or others manufactured by the same company.
- All poster layout and special creative is subject to the approval of Macau SAR Government and requires at least two working weeks.
- 15% Agency Commission is applicable.

Rates

All rates are gross and exclusive of the cost of advertising materials which must be supplied by the Advertiser. Rates are inclusive of initial posting, a four-weekly change of poster if required, illumination, cleaning and maintenance.

Seasonal Loading

A 15% of peak season loading will be charged for any format of booking with campaign period falls into any of the following duration:
- Mar - May 2012
- Sep - Dec 2012

Cancellation

Contracts may only be cancelled by giving eight weeks' written notice. Advertisers cannot cancel bookings in such a way that the period for display is reduced to less than the minimum period applicable.

Material Specifications

Bus Shelter / CIP

Material Size 1185 mm (W) x 1750 mm (H)
Display Size 1160 mm (W) x 1710 mm (H)

Column

Material Size 1200 mm (W) x 3500 mm (H)
Display Size 1150 mm (W) x 3440 mm (H)

Material Requirements

Material Yupo paper*
Printing Silkscreen and digital printing recommended
Suggested Quantity Panels booked + 15%

* Yupo paper posters can be used for one posting only and cannot be re-used

Material Return

All posters will be disposed of immediately at the end of the booking.

Fixing Charge

Posting day of poster on Saturday and commencement date of poster display on Sunday. A fixed fee of HK\$80 per poster is charged for posting on days other than Saturdays, or for changes more frequent than 4-week intervals.

Material Delivery

All advertisements must be delivered to the following address accompanied by a delivery note specifying the contract details:

Address : JCDecaux (Macau) Ltd.
Alameda Dr. Carlos D' Assumpção No.258, Edifício Kin Heng Long Plaza, 21º andar G, Macau
Telephone : (853) 2872 1292
Fax : (853) 2871 8338
Day : Monday to Friday
Time : 0930 – 1230, 1430 – 1630

Terms & Conditions

1. DEFINITIONS

- "Company" shall mean "JCDecaux (Macau) Ltd." and shall include its successors and assigns.
- "Advertiser" shall mean the person, firm or company placing the Order and shall include its successors and assigns.
- "Order" shall mean the Order placed by an Advertiser with the Company for the Displaying of an Advertisement and any additional services it is requesting.
- "Advertisement" shall mean the posters, stickers or any materials provided by the Advertiser to the Company to be Displayed.
- "Acknowledgement of Order" shall mean the acknowledgement in writing of the Company that it has accepted an Order from an Advertiser.
- "Charges" shall mean those amounts charged by the Company to Display the Advertisement and to provide any additional services requested by the Advertiser.
- "Display", "Displayed" and "Displaying" shall mean the exhibition of the Advertisement on an advertising panel or on any part of the structure of a bus shelter.
- "Commencement Date" shall mean the date for the commencement of the Displaying of the Advertisement.

2. AGENCIES

Without prejudice to any right that the Company may have against the Advertiser an Advertiser who is an advertising agent shall be personally liable for payment of all accounts hereunder and shall be deemed to have full authority of its client in all matters connected with the placing of Orders and their amendment.

3. COMMISSION

Agency commission at the rate of 15 per cent is payable to all recognised advertising agencies and shall be on the value of the Order less any discount allowed. Such commission shall be paid within seven days of receipt by the Company of payment in full for the relevant Order.

4. TERMS

The placing of an Order by the Advertiser with the Company shall constitute acceptance by the Advertiser of these Terms and Conditions which shall override and exclude any other terms stipulated, incorporated or referred to by the Advertiser. No modification of these Terms and Conditions shall be effective unless made by express written agreement signed by the Company and the Advertiser.

5. ACCEPTANCE

No Order placed with the Company shall be deemed to be accepted until the Acknowledgement of Order has been completed by the Company and returned to the Advertiser.

6. DELIVERY

All Advertisements for Display, as approved by the Company, shall be delivered by the Advertiser, at its expense, to the Company's current place of business, or to such other address or addresses as the Company shall specify, not less than 7 days prior to the Commencement Date.

7. DISPLAY

The Company shall, subject as provided below, and so far as reasonably possible, Display each Advertisement throughout the period specified in the Order commencing on or as near as reasonably possible to the specified Commencement Date. Charges shall accrue from the date of commencement of the Displaying or the specified Commencement Date whichever is the later. The Company shall use its reasonable endeavours to minimise obstructions to the Display, but the Company shall not be responsible should the Advertisement be partially or wholly obstructed during all or any of the period of Display, it being acknowledged that third party obstructions are beyond its control, and the Advertiser shall not be entitled to any rebate or discount in connection with such obstruction.

Every year for three weeks before, and also both during and for two weeks after the Macau Grand Prix, some advertising panels and/or shelters along the race course will be covered as required by the relevant authorities in the Macau SAR. The Company shall have no liability for any loss relating to Advertisements on the panels and/or shelters so affected during this period.

8. LATE OR NON-DELIVERY

In the event of late delivery or non-delivery of Advertisements, Charges shall still be payable and shall accrue as from the specified Commencement Date. During any period of non-Display of Advertiser's material, the Company shall have the absolute right to Display any alternative Advertisements during the period for which the Advertiser's Advertisements were scheduled to be Displayed.

9. RIGHT OF REJECTION

The Company shall have the absolute right at any time to refuse to Display or continue to Display any Advertisement which, in its opinion is objectionable, unsuitable, impractical, illegal or libellous, or likely to give offence, or for any other reason, or which either the Company or the Government of Macau SAR has decided should not be Displayed for reasons including, but not limited to, the circumstances described at Clause 27 below. In such event the Order in whole or in part may be cancelled by the Company forthwith without any responsibility or liability on the part of the Company provided that any uncancelled parts of the Order shall continue in full force and effect.

10. PAYMENT

Unless otherwise stipulated by the Company, all Charges shall be payable monthly and shall be paid within 28 days from the date of invoice. The Company shall have the right to cancel any continuing Order for which any Charges are overdue by 28 days or more.

11. DEPOSIT

Each Order is subject to the payment of a deposit equivalent to 25% of the value of the Charges for an Order, and the Order is voidable by the Company if there has not been a payment in full of the deposit. The Company shall have the absolute right to demand this deposit

equivalent to the Charge for eight (8) weeks Display for each Advertisement and each period of Display. For any Order for Display for periods of 8 weeks or less, payment in full is required 2 weeks in advance of the Commencement Date. This deposit cannot be set off against the Company's invoices during the continuance of the Order. The transfer of the deposit from one Order to another is only possible when all outstanding sums due to the Company under that particular Order have been fully settled.

12. INTEREST

- Interest on all Charges due shall accrue after expiry of the 28 days referred to at Clause 10 above and shall be chargeable and accrue at the rate of 2 per cent above HSBC prime rate per calendar month until payment is received, such accrual to continue after as well as before any judgment therefor.
- Payment shall be made in Hong Kong dollars (unless otherwise specified) at the office of the Company without any deduction by reason of any alleged counterclaim or otherwise howsoever.

13. DATES OF DISPLAY

The Company shall use all reasonable endeavours to Display the Advertisements on the Display dates specified on the Order but such dates shall not be of the essence of the Order and in no circumstances shall the Company be liable to compensate the Advertiser for damages or otherwise for non-display or late display of any Advertisements for whatever reasons or for any loss consequential or otherwise arising therefor.

14. DAMAGE OR LOSS

The Company shall not be liable for any loss or damage to Advertisements or other Advertisements supplied to the Company except insofar as such loss or damage arises directly from the fault or negligence of the Company or its employees, and in any event:

- if the loss or damage shall occur prior to or subsequent to Display, the Company's liability shall never exceed the original cost to the Advertiser of the destroyed or damaged Advertisements; or
- if the loss or damage shall occur upon or during Display then the Company's liability shall be determined in accordance with Clause 20(b).

15. FORCE MAJEURE

The due performance of any Order is subject to suspension, variation or cancellation by the Company by reason of war, riot, explosion, fire, flood, typhoon, strike, lock-out or any cause beyond the Company's control.

16. STATUTORY REQUIREMENTS

The Company accepts full responsibility for compliance with statutory requirements so far as concerns the use of any site for the display of Advertisements to which an Order relates, but so far as concerns the subject matter or content of the Advertisement itself the Advertiser will indemnify the Company against all liability and will be responsible therefor.

17. CANCELLATION

Any Order may be withdrawn by the Advertiser prior to Acknowledgement of the Order by the Company. Thereafter, and without prejudice to Clauses 9 & 10 hereof, the Company may cancel the Order provided that due notice is served on the Advertiser not less than 6 weeks' notice prior to the Commencement Date and the Advertiser may also cancel the Order provided that due notice is served on the Company not less than 6 weeks prior to the specified Commencement Date. In lieu of written notice, an Advertiser may pay to the Company the full amount of the Charges for any Order it wishes to cancel. In the event of a cancellation of an Order by an Advertiser, the Advertiser shall forfeit all deposits or advances paid in respect of the said Order to the Company. The Advertiser shall pay to the Company an amount equal to 5% of the value of the Charges for the cancelled Order as liquidated damages within 30 days of the date of the invoice from the Company for the Order, unless and to the extent that deposits or advances have already been forfeited in relation to that Order.

18. CHANGE OF ADVERTISEMENTS

- All Charges include (subject to Clause 18c) a change of Advertisements once a month if required. Any changes required at intervals more frequent than once a month, or which are required within a shorter time limit than specified in Clause 19, will be subject to a separate Charge.
- When an Advertiser is entitled to a change of Advertisement without separate Charge and stipulates a date upon which such change should commence, the Company will complete such change within 10 working days after the stipulated date.
- Where an Advertiser requires a change of Advertisement for which a separate Charge is to be made, they must do so in writing to the Company, and the Company shall complete such change within 5 working days after the stipulated date. Unless otherwise agreed by the Advertiser, the Company shall not commence such change before the stipulated date.

19. CONDITIONS OF ADVERTISEMENT

- All rates include the maintenance of the Display of the Advertiser's materials in good condition and for this purpose the Advertiser shall supply a sufficient number of posters, stickers or any other materials (as the case may be) of the correct size including spares as specified in the rate card. The Company shall remedy damaged or incorrect Display of Advertisements within six (6) working days of notification of the same to the Company by the Advertiser.
- The Advertiser must collect the Advertisement and any other materials provided to the Company from the office (or designated place) of the Company within six (6) weeks after the final day of Display. All Advertisement and other materials remaining after six (6) weeks will be destroyed. A reminder notice will be sent by the Company to the Advertiser after the final day of Display.

20. LIMIT ON LIABILITY

- In any event the Company's liability for non-Display, incorrect

Display or Display of any damaged Advertisement, shall not exceed the Charge for Display of that Advertisement for the period of such non-Display or incorrect Display. The Advertiser shall notify the Company immediately the Advertiser becomes aware of any non-Display, incorrect Display or Display of any damaged Advertisements.

- The Company shall not be liable to the Advertiser for any liability, claims, costs and damages of any kind arising out of the cessation of electrical power to advertising panels that is caused by inclement weather conditions such as typhoons, floods or excessive rain or other factors beyond the Company's control.

21. CHANGE OF TERMS

The Company reserves the right at any time to alter the Charges hereunder and any of these terms and conditions by giving not less than ten (10) weeks notice in writing on the Advertiser. Any such alterations shall take effect on the date specified by the Company or ten (10) weeks after service of written notice on the Advertiser whichever shall be the later. The Advertiser shall be entitled to cancel or terminate without any payment any Order so altered by notice in writing served on the Company within two (2) weeks after service of particulars of the changes on the Advertiser.

22. ASSIGNMENT

The Advertiser shall not assign any benefit under this Order without the consent in writing of the Company.

23. COMPANY'S LIEN

The Company shall be entitled to a general lien on all Advertisements and other materials in the Company's possession for all sums, whether liquidated or qualified or not, due from the Advertiser to the Company.

24. NOTICES

Any notice given hereunder may be delivered or sent by hand or by post and shall be deemed to be served if sent by hand at the time of delivery and if sent by post to the address of the party to be served specified on the Order or such other address as may be notified in writing from time to time 48 hours after posting.

25. GOVERNING LAW

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Macau SAR and the Company and the Advertiser submit to the jurisdiction of the Courts of the Macau SAR in connection with any dispute arising under these Terms and Conditions.

26. ARTWORK APPROVAL

At least 14 days prior to the Commencement Date, the Advertiser shall deliver (all costs paid) to the Company the advertising design, which the Advertiser proposes to display for approval. If the Advertiser does not submit advertising design within this period or if the advertising design is not approved by the Company the Order will commence and the relevant Charges will be payable by the Advertiser.

27. ADVERTISEMENTS WILL NOT BE ACCEPTED FOR, OR RETAINED ON, DISPLAY IN THE MACAU SAR IF THEY:

- Are calculated to demoralise, extenuate crime, break the law, or incite any person to do so
- Depict or refer to indecency or obscenity
- Are likely to offend the general public on account of the nature of the product or service being advertised or because of the wording or of the product of the Advertisement, or the possibility of its defacement
- Do not carry some indication as to their source if this is not already implied in the copy. This would apply in particular to "Teaser" campaigns
- Might offend or wound racial susceptibilities or seek to incite racial controversy
- Refer to religious or sacred subjects in a manner which might give offence or seek to use sites as a medium for religious controversy
- Might foment social unrest
- Where Advertisement submitted is of a political nature, it shall:
 - be funded by the relevant political figures;
 - be for promotion of a political party or a political figure, its platform, objective, policy, slogan or vision;
 - not promote or incite activity which may be in breach of the law, e.g. illegal strikes, demonstrations assemblies, etc.;
 - not contain anything which is of defamatory nature
 - contains no connotation or implication that the Company is taking any political stand.
- Do not comply with the laws of the Macau SAR
- Conflict with the Macau Government's Code of Advertising Practice
- Contain illustrations or copy which are distorted or exaggerated in such a way as to convey false impressions, are calculated to deceive the public, contain statements of an extravagant nature, denigrate other products or services, or are in any way either directly or through implication defamatory
- Contain illustrations which depict, or might reasonably be assumed to depict, quotations from or reference to a living person unless the written consent of that person is obtained and is produced to the Company. The Company will require an indemnity against any action by that person or on that person's behalf before such illustrations, quotations or references will be accepted. Advertisements should not contain material which amount to a breach of trademark, patent or copyright of publications, articles or products and services unless the prior written consent and approval from the relevant owner or authority is obtained.
- Might adversely affect in any way the interests of the Company