

Bus Shelter - Fixed Position

Panel Type / Rating	Price Per Week (HKD)		
	S1	S2	S3
Première	\$17,200	\$8,600	\$3,200
Mega	\$15,000	\$7,500	\$2,800
4-Sheet	\$4,800	\$2,400	\$900
Shelterbox	\$2,400	\$1,600	\$1,000
Shelertop (per bay)	\$3,600	\$1,800	\$800

Remarks:

- Booking period is multiples of one week and campaign commencement is Friday
- The price does not include production, installation and dismantling costs
- Consecutive panels are subject to availability and 30% loading fee will be incurred
- All bookings are non-cancellable upon contract confirmation
- All products are subject to pre-emption by Whole Shelter Advertising
- Advertisers should only provide artwork in Illustrator, Freehand or Photoshop Software. CMYK color mode preferred, and images must be scanned in high resolution
- Artwork disks must be delivered to JCDecaux Cityscape office at least 14 days prior to campaign start date
- 15% agency commission is applicable

Bus Shelter - Network Package (15% peak season loading is applicable from Sep to Dec 2012)

Package Type	No. of Panels	Price Per Week (HKD)
Première	30	\$165,000
Mega	40	\$152,000
4-Sheet	200	\$120,000
Shelterbox	20	\$40,000

Remarks:

- Booking period is multiples of one week and campaign commencement is Friday
- Loading for consecutive panels is 15% of package price
- Production and installation cost are not included
- All Production must be undertaken by JCDecaux Cityscape
- All bookings are non-cancellable upon contract confirmation
- Advertisers should provide artwork in JPG, TIF or EPS format saved on disk. Color mode must be CMYK, and images must be scanned in high resolution
- Artwork disks must be delivered to JCDecaux Cityscape office at least 14 days prior to campaign start date
- 15% agency commission is applicable
- Tailor-made packages are available by request

Production Specifications

	Material Requirement	Material Size	Display Size
Première	Yupo® Paper or Back-lit Film	3910mmW x 1770mmH	3820mmW x 1710mmH
Mega	Vinyl	4410mmW x 2260mmH	4030mmW x 1880mmH
4-Sheet	Yupo® Paper or Back-lit Film	1010mmW x 1530mmH	950mmW x 1500mmH
Shelterbox	Removable Sticker	*	*
Shelertop	Removable Sticker	*	*

* Production specifications to be provided upon booking confirmation

Type of Materials

Yupo® Paper	For one-time short term (maximum 13 weeks) and large campaigns with at least 10% extra posters must be provided (Yupo® Paper FPG130 is for silkscreen printing while Yupo® Paper FPU130 is for UV digital printing)
Back-lit Film	More durable than Yupo® paper with plastic lamination and suggested life span is 6 months from date of output
Vinyl	For front-lit Mega Panels only
Removable Sticker	Best for wrapping regular-shaped ad formats (Only Ritrama Gloss Black / Mactac Gloss Black / 3M 8648 stickers are allowed)

Use of Materials

- JCDecaux Cityscape reserves the right to reject any material which is badly deteriorated
- It is the responsibility of Client to send us new material for replacement if a poster is found to have deteriorated after displaying for a long period (over 13 weeks)

Return of Materials

- All posters will be disposed of immediately at the end of booking unless with prior written notice before campaign start date
- With prior written notice of material return, posters can be collected one week after campaign end date and must be collected within two weeks upon poster available date. Otherwise they will be discarded without further notice
- For repeated Bus Shelter campaign with confirmed booking, posters will be kept for a maximum of three months from campaign end date
- JCDecaux Cityscape accepts no responsibility of poster damage during storage period

Material Delivery and Collection

Contact: Jeffrey Leung (Tel: 3748 8600, Mobile: 6290 3355, Fax: 2597 4059)

Address: Unit B, G/F, Gloria Weaving & Knitting Factory, 1 Tung Yuen Street, Yau Tong, Kowloon

Time: Tuesday and Wednesday 2:30pm - 5:00pm (except public holidays)

Terms & Conditions

1. Definitions

- "Company" shall mean JCDecaux Cityscape Limited 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 from 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 a bus shelter panel or on any part of its structure.
- "Commencement Date" shall mean the date for the commencement of the Displaying of the Advertisement.
- "Creative Production" shall mean designs, materials and creations erected or placed around the Shelterbox or on the Sheltertop of the relevant bus shelter or encompassing the entire bus shelter for the display of advertising messages.

2. Agencies and Commission

- An Advertiser shall be liable for payment of all Charges for Orders placed by it and shall be deemed to have full authority in all matters connected with the placing of Orders or their amendments.
- An agency commission, at the Company's current rate, is available to all accredited, recognised advertising agencies and shall be calculated on the net value of the Charges for an Order less any costs or discounts allowed.

3. Terms

The placing of an Order by the Advertiser with the Company shall constitute the Advertiser's agreement that these Terms & Conditions shall apply to the exclusion of any other terms stipulated, incorporated or referred to by the Advertiser save only as provided at Clause 26. No variation of these terms shall be effective unless made by a written agreement signed by the Company and the Advertiser.

4. Acceptance

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

5. Delivery

All Advertisements for Displaying and any additional materials shall be delivered by the Advertiser, at its expense, to the Company at its address or to such other address or addresses as the Company shall specify, not less than seven (7) days prior to the Commencement Date.

6. Display

The Company shall, subject as provided below and so far as is reasonably possible, Display each Advertisement throughout the period specified in the Order commencing on or as close to the Commencement Date specified in the Order as is reasonably possible. Charges shall accrue from the date of commencement of the Display or the specified Commencement Date whichever is 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.

7. Late or Non-Delivery

In the event of late delivery or non-delivery of the Advertiser's Advertisement and materials, any Charges paid shall not be refundable and any unpaid Charges for the Order shall still be due and payable within 30 days of the Commencement Date unless otherwise agreed between the Advertiser and the Company. In the event the Advertiser has failed to deliver its Advertisement and materials or has delivered them late the Company shall have the absolute right to Display any alternative advertisements during the period the Advertiser's Advertisements were scheduled to be Displayed.

8. Right of Rejection & Removal

The Company shall have the absolute right at any time to refuse to Display or continue to Display any Advertisement, which it determines in its sole discretion is objectionable, unsuitable, impractical, illegal, libellous, indecent, immoral, defamatory, discriminatory, undesirable, political, likely to give offence, or which either the Company or Citybus Limited ("Citybus") or Kowloon Motor Bus Company (1933) Limited ("KMB") or New World First Bus Services Limited ("NWFB") or New Lantao Bus Company (1973) Limited ("NLB") or the Government of Hong Kong SAR has decided should not be Displayed for reasons including, but not limited to, the circumstances described at Condition 25 below. If an Order in whole or in part, has been cancelled as a consequence of the foregoing, the Company shall have no responsibility or liability to the Advertiser in respect of the same and, to the extent that the Order has not been cancelled, it shall continue in full force and effect.

9. Payment

Unless otherwise stipulated by the Company and subject to clause 10 below, all Charges shall be paid before the Commencement Date of the Display. The Company shall have the right to cancel any Order when payment is overdue.

10. Deposit

The Company may require a deposit not less than 25% of the value of the Charges for an Order, which shall be paid before the Commencement Date unless otherwise agreed between the Advertiser and the Company. For any Order which has a Display period of eight (8) weeks or less the Company may require full payment of the Charges in advance of the Commencement Date.

11. Interest

- Interest on all Charges due and owing after 30 days from the Commencement Date shall accrue at the rate of 2% above the HSBC base rate per calendar month until payment is received.
- Payment shall be made in Hong Kong dollars (unless otherwise specified) at the office of the Company without any deduction or set off.

12. Dates of Displaying

The Company shall use all reasonable endeavours to Display the Advertisements on the dates specified in the Order but in the event it is not possible to do so despite the best good faith efforts of the Company it shall not be liable to the Advertiser for any liabilities, claims, costs or damages of any kind.

13. Damage or Loss

The Company shall not be responsible for any loss of or damage to Advertisements or any other materials supplied to the Company except insofar as such loss or damage arises due to the gross negligence of the Company, its employees or agents, and in any event the Company's liability shall not exceed the original cost to the Advertiser of the lost or damaged Advertisements or other materials.

14. 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.

15. Statutory Requirements

The Company accepts full responsibility for compliance with the law so far as it has effect on the use of any site for the Displaying of Advertisements to which an Order relates. However, the Advertiser shall indemnify the Company against all liabilities, claims costs and damages of any kind, which arise from the subject matter or contents of the Advertisement.

16. Cancellation of Order and Postponement of Commencement Date

- Without prejudice to Condition 8 hereof, the Company may cancel an Order by giving notice in writing to the Advertiser not less than two (2) weeks prior to the specified Commencement Date in which event the Company shall refund to the Advertiser any deposit or any part of the Charges already paid by the Advertiser and the Advertiser shall have no claims against the Company save for any antecedent accrued claims. The Advertiser may cancel an Order by giving notice in writing to the Company not less than ten (10) weeks prior to the Commencement Date in which event any deposits or any part of the Charges already paid to the Company will be forfeited, and any deposits payable by the Advertiser but not yet paid shall remain payable by the Advertiser. In the event that the notice for cancellation of an Order given by the Advertiser is short of ten (10) weeks, the Advertiser shall pay to the Company the full amount of the Charges for any Order it wishes to cancel as well as liquidated damages in an amount equivalent to 5% of the Charges for such Order it wishes to cancel and if any deposits or any part of the Charges has been paid to the Company, such deposits or part of the Charges paid will be forfeited and applied towards partial settlement of the Charges and liquidated damages payable as aforesaid by the Advertiser to the Company.
- Without prejudice to the rights of the Company under this Agreement and subject to the Advertiser giving reasonable prior [written] notice to the Company, the Commencement Date may be postponed to a date mutually agreed by the Company and the Advertiser.

17. Change of Advertisements

- All Charges include (subject to Condition 19) a change of Advertisement once every week on the Company's regular posting day for advertisements, if required. The Company will impose additional Charges for any Advertisements which require changes at more frequent intervals than once every week.
- When an Advertiser is entitled to change an Advertisement without the payment of an additional Charge, it shall stipulate a Friday upon which such a change should commence. In such circumstances, the Company will complete the required change provided that the new Advertisement is received at least two (2) days in advance of the stipulated date, failing which the Company shall complete such change on the following Friday.
- Where an Advertiser requires a change of Advertisement in respect of which a separate charge will be imposed, the Company shall complete such change on the stipulated date, failing which the date will be not less than two (2) working days after the receipt of the new Advertisement. Unless otherwise agreed by the Advertiser, the Company shall not commence such change before the stipulated date.

18. Condition 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 of the correct size including spares as specified in the rate card but the Company shall only be liable in respect of any damaged or incorrect display of any posters if the defects have not been remedied six (6) working days after notification of the same to the Company by the Advertiser. The Company shall not be liable for un-laminated posters whatsoever.
- The Advertiser must collect the Advertisement and any other materials provided to the Company from the office of the Company (or such other place as it shall designate) within six (6) weeks after the campaign completion date. 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 upon the completion of the campaign.

19. Schedule

The Company may, within its sole discretion at any time re-schedule an Advertiser's Advertisements unless a pre-agreed premium has been paid.

20. Limit on Liability

- The Company's liability for non-Display, incorrect Display or Display of a damaged Advertisement shall not exceed the Charge for the Display of that Advertisement for the period of such non-Display, incorrect Display or Display of the damaged Advertisement. The Advertiser shall notify the Company as soon as it becomes aware of any non-Display, incorrect Display or Display of any damaged Advertisement and if the Advertiser fails to do so the Company shall not be liable to the Advertiser.
- 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

(a) The Company reserves the right at any time but with not less than ten (10) weeks' notice in writing served on the Advertiser to alter the Charges hereunder and any of these Terms and Conditions. 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 is the later. The Advertiser shall be entitled to cancel or terminate without any payment for any Order by giving notice in writing to the Company within 10 days of the service of alteration of the Charges on the Advertiser and (b) in the event that the Company ceases to be a licensee for bus shelter advertising of any bus companies, the Advertiser agrees that the concerned bus company (or such licensee as it shall direct) shall have a right to take up the Company's rights and responsibilities under the Order and these Terms and Conditions. The Advertiser shall enter into a new agreement for the Order with the bus company or such licensee as it shall direct if required by the bus company.

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 the amount of all Charges or other sums, whether liquidated 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 and Standards

- This agreement shall be governed by and interpreted in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong SAR") and the Advertiser submits to the jurisdiction of the Courts of the Hong Kong SAR.
- Advertisements will not be accepted for, or retained for Display if, in the sole opinion of the Company, they:
 - Are calculated to demoralise, extenuate crime, break the law, or incite persons to do so;
 - Are indecent or obscene;
 - Are likely to offend the general public due to the nature of the product or service being advertised or because of the wording of the product or of the Advertisement, or the possibility of its defacement;
 - Advertise films which have not been granted permission for public exhibition or which do not show the certificate from the Television and Entertainment Licensing Authority. The attention of Advertisers particularly for "Teaser" campaigns, is drawn to Note (ii) below;
 - Might offend or wound racial susceptibilities or seek to incite racial controversy;
 - Refer to religious or sacred subjects in a manner that might give offence or seek to use advertisements as a medium for religious controversy;
 - Feature an image of the Hong Kong currency that is an offence under the laws of Hong Kong SAR;
 - Are of a political or religious nature;
 - Might foment social unrest;
 - Do not comply with the laws of Hong Kong SAR; the By-Laws of KMB, NLB, or the requirements of NWFB and Citybus;
 - Conflict with the Hong Kong Code of Advertising Practice;
 - Contain animation, 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 animation or illustrations that depict, or might reasonably be assumed to depict, quotations from or references to a living person unless the written consent of that person is obtained and produced to the Company. The Company will require an indemnity against any action by that person or on that person's behalf before such animation, illustrations, quotations or references will be accepted.
 - Might adversely affect in any way the interests of the Company or any of the bus companies.
 - Promote the business or image of public transport competitors of Citybus, KMB, NWFB or NLB.

26. Creative Shelters, Panels, Sheltertops, Shelterboxes

Advertisers must refer to the Shelter Decoration Technical Specifications laid down by the Company before Display of any Creative Production. The Shelter Decoration Technical Specifications are considered part of the separate Terms and Conditions for Shelter Decoration, which must be signed before any Creative Production or work in respect of any Display is begun. Both the Shelter Decoration Technical Specifications and the Terms and Conditions for Shelter Decoration may be amended by the Company from time to time without prior notice to Advertisers.

Notes:

- The attention of Advertisers is drawn to the fact that Advertisements depicting murder, scenes of terror, horror, acts of violence, nudity or having sexual connotations will come under special scrutiny.
- Advertisements must carry some indication as to their source if this is not already implied in the copy.
- To obviate last minute difficulties and the possibility of wasted production costs, the Company will willingly advise on the likelihood of an Advertisement's acceptability before production starts.
- 'Slipping' to cover portions of a poster is considered to be undesirable and cannot be undertaken.
- Designs incorporating features resembling the logos of Citybus, KMB, NWFB, NLB, JCDecaux Cityscape or JCDecaux Cityscape Hong Kong must be specially submitted for prior approval.