

PosterAds (I)

Important Notes

Bookings

- a) All offers of space are subject to availability at the time required and to JCDecaux Pearl & Dean Ltd's general terms and conditions.
- b) The structure of each network is pre-determined and cannot be altered by the Advertiser.
- c) Extension of a booking cannot be guaranteed. Advertisers should be aware that they do not have an automatic option to renew their sites and that these sites may be taken up by another advertiser when their contract expires.
- d) Advertisers may book on a long term basis and change posters during the display period. However, such changes are only allowed free of charge every 4 weeks and must be indicated at the time of booking. It should be noted that brand changes are only allowed in instances where the brands are distributed by the same company.

Rates

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

Cancellation and Postponement

Contracts may only be cancelled or postponed by providing 6 weeks written notice. A 5% penalty will apply for the cancellation amount. It should be noted, however, that Advertisers cannot cancel bookings such that the period of display is reduced to less than the minimum period applicable to that display, i.e. in the case of 4-sheet panels an Advertiser cannot cancel part of a booking such that the period of display would be reduced to less than four weeks.

Fixing Charges for Additional Posting

Fixing charges are included in the rates shown except that the following service charges are made if additional posting is required within the minimum booking period.

Item	HK\$ (per poster per change)
4-sheet	40
12-sheet	115
16-sheet	115

Fixing Charges for Irregular Day Posting

For Installation and / or dismantling set on any irregular commencement or dismantling days, fixing charges will be incurred. Should the campaigns in question fail to meet the minimum booking required, the fixing charges for additional posting will be incurred on top of the below charges.

Weekday: HK\$860 Weekend: HK\$1,150 Public Holiday : HK\$1,750

Competitive Advertising Juxta-Positioning

Juxta-positioning occurs when two posters next to each other display advertising for competitive products. JCDecaux Pearl & Dean Ltd. will endeavor to avoid such juxta-positioning.

Replacement Panel

In the event of any network panel(s) being affected by renovation work or other circumstances, JCDecaux reserves the right to substitute the affected panel(s) by panel(s) of similar value in other stations.

Use of Airport Express Station Maps

Station facilities may change from time-to-time for MTR operational needs. All the location maps provided by JCDecaux Pearl & Dean Ltd. are for reference only and are subject to changes without prior notice.

PosterAds (II)

Important Notes

Advertisement Layout Submission

FINAL layout(s) and mockup(s) of all advertisements have to be submitted to JCDecaux Pearl & Dean Ltd. for approval at least three working days prior to delivery of poster(s).

Delivery

All advertisements must be delivered to the following address accompanied by a delivery note specifying the contractor and poster number:

Delivery Time: Monday to Wednesday 9:45 a.m. – 12:45 p.m. / 2:00 p.m. – 3:45 p.m.

Address:

MTR JCDecaux Pearl & Dean Poster Depot
Room G401, West Road
MTR Kowloon Bay Depot,
33 Wai Yip Street, Kowloon Bay, Kowloon (next to Ngar Tau Kwok Police Station)
Telephone Number: (852) 2993 2396

Remark:

All materials must be delivered at least three days prior to the date of commencement of display. Any late delivery will be subjected to JCDecaux Pearl & Dean's acceptance, and a late delivery penalty may be incurred by the advertiser.

Use of Materials

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

Duratrans or photographic transparency material may fade in time and deteriorate with frequent handling. JCDecaux Pearl & Dean Ltd. will accept responsibility for one posting change only for this type of material. The suggested life span for this type of material is six months. JCDecaux Pearl & Dean Ltd. reserves the right to reject any material which is badly deteriorated or obsolete. It is the responsibility of the advertiser to send us new material for replacement if a poster is found to have deteriorated or be obsolete after a long display period.

Return of Materials

Posting or other advertising materials which are surplus to requirements or which have been removed from display will be disposed of unless at least seven days prior notice in writing has been given to hold them for collection. JCDecaux Pearl & Dean Ltd. will then hold the materials for two weeks. If they have not been collected by then they will be disposed of without further notice.

FeatureAds (I)

Important Notes

General Rules

1. Use of Materials:
 - 1.1) Removable stickers: only 3M 8648 laminated with 3M 8936, Avery 7400 and MacTac 9800 are allowed.
 - 1.2) Removable stickers for rough surface station exterior: only 3M 3690 is allowed.
 - 1.3) Removable stickers as floor sticker: only 3M Controltac Plus 162 w/ 3M over laminate 3645 are allowed.
 - 1.4) Removable white sticker: only Ritrama VJ 100M is allowed.
 - 1.5) Removable clear sticker: only Ritrama Rijet 100 Clear AVM (clear sticker) is allowed.
 - 1.6) Removable VHB tape: only 3M, reference no. 4945 (width = 1") is allowed.
 - 1.7) For any necessary lamination of stickers for in-train format: only 3M 8648 laminated with 3M 8936 is allowed.
 - 1.8) Forex board: BS 476 part 7 class 1 certificate is required.
 - 1.9) Vinyl: BS476 Part 7 Class I certificate is required.
 - 1.10) Polycarbonate: BS 476 part 7 class 1 certificate is required.
 - 1.11) Lenticular material: material sample and fire proof certificate should be submitted for approval.
 - 1.12) Wood and other combustible material: Wood and plywood material are not allowed to be used in MTR stations and facilities. The use of other combustible materials are subject to approval by MTR Corporation Limited. Fire retardant solution is NOT an exemption measurement for using the combustible material in MTR stations and facilities.
 - 1.13) Electrical items: The use of electrical appliances is subject to approval by MTR Corporation Limited. The electricity output provided in MTR stations is 240V. All electrical appliances must comply with the BS standard. LSOH cabling must be used and proper earthing is required.
2. Stickers must comply with size and material specification.
3. Presentable and colorful artworks are preferred.
4. DO NOT use creatives that resemble MTR signage and are offensive (or likely to give offence).
5. DO NOT incorporate too much wordings in layout and should avoid small wordings.
6. Advertisers are responsible for installing sticker and removing sticker residue right after the display period, additional charge will be exercised when delay in removal.
7. Cleaning should be made after each campaign and meet with the standard as set by JCDecaux Pearl & Dean Ltd.
8. Any installation and dismantling of FeatureAds and site measurement must be taken during MTR non-operation hours.
9. CP fee will be charged for any irregular commencement or dismantling date. The following charges will be incurred per job per site for hiring Competent Person:
 Weekday:HK\$860 Weekend:HK\$1,150 Public Holiday : HK\$1,750
10. Advertisers shall maintain the advertising material in good appearance and conditions and shall rectify or remedy any defects immediately upon JCDecaux Pearl & Dean Ltd's notification.
11. Advertisement must be applied on both sides of FeatureAds formats which are visible from both sides e.g. Train Door Window Stickers.
12. Silkscreen printing is not allowed for FeatureAds.
13. Any other additional notes should refer to the "MTR FeatureAds Installation Guideline for Contractor".

Train

14. Die-cut creative is a must for Train Body and preferable for Train Door Window Stickers and Train Interior.
15. DO NOT post Train Door Window Stickers in such a way that they cover the Safety Stickers on door window.
16. Use templates while posting Train Door Window Stickers and Stickers next to Saloon Window. Templates of Train Door Window Stickers should be provided by advertisers.
17. No sticker should be posted on the surface of rubber seal along train windows and doors.
18. Mirror stickers should not be used.
19. Any other additional notes should refer to the "MTR FeatureAds Installation Guideline for Contractor".

Station

20. Die-cut creative for Poster on Walls may be used subject to approval.
21. Walls or Pillars with Emergency Train Stop Button or Help Line can never be used for advertising.
22. Poster On Walls should be at least 0.8m away from other advertising panels, and at least 0.5m away from signages and any MTR Corporation Limited facilities. Backings should be used when location selected is on VE panels so as to avoid non-smooth surface.
23. Die-cut should be made where there are signages, dust bin, power socket, control units, etc. on Pillars or Walls. Stickers should have a 15cm clearance around "station name", Emergency Train Stop Button or Help Line. For more details about the guidelines for different signages or facilities, please refer to the "MTR FeatureAds Installation Guideline for Contractor".
24. Mirror stickers would be applied subject to location and creative as approved by JCDecaux Pearl & Dean Ltd.
25. Stickers can cover whole surface area of balustrades. Die-cut should be made around stoppers (emergency plunger) with at least 15cm clearance. The escalator safety stickers should be protected by non-sticky material before putting on the advertisement. At least 50% of the safety stickers should be restated on the advertisement.
26. Any other additional notes should refer to the "MTR FeatureAds Installation Guideline for Contractor".

Safety Requirements for Exhibitors

1. The Exhibitor must appoint a contact person in connection with compliance with rules and procedure as stimulated by MTR Corporation Limited and instructions of the Station Controllers / Masters. The contact person shall be the key contact point with the Station Controllers / Masters.
2. The Exhibitor must ensure that no dangerous goods, such as that listed below are kept at the exhibition site:
 - explosives;
 - flammable liquids, e.g. petrol, thinners, kerosene, alcohol, turpentine, diesel and flammable adhesives / chemicals;
 - flammable gases, e.g. liquefied petroleum gases, butane, propane, acetylene and aerosol cans;
 - corrosive materials, e.g. acids and soda;
 - toxic substances, e.g. cyanides and insecticides and
 - other dangerous goods as listed in the Dangerous Good Ordinance.
3. The Exhibitor must ensure that no easily combustible materials, no highly flammable materials, plastics or elasticized (e.g. polystyrene, foam rubber, polyurethane and the like) are to be used at the exhibition site.
4. The Exhibitor must fill in and submit the fire load assessment form to JCDecaux Pearl & Dean Limited for each exhibition.
5. The Exhibitor must ensure that all wooden parts less than 6mm thick to be used for the exhibition are properly treated with approved fire retardant solution by a registered Fire Services Installation Contractor with subsequent submission of such certificate to MTR Corporation Limited and the Fire Services Department prior to the commencement of the exhibition. The certificate must be kept on site ready for inspection by MTR Corporation Limited Industrial Safety Officers, JCDecaux Pearl & Dean staff or Fire Services Department.
6. The Exhibitor must ensure that all electrical appliances and electrical wiring at the exhibition site are safe and the following requirements must be fully complied with:
 - all electric wiring must be PVC insulated and sheathed.
 - no flimsy electric wiring is allowed to be used.
 - all electric wiring must be properly affixed on the structure of the exhibition.
 - all electric wiring must be properly connected by proper fitting.
 - no taped joint is allowed to be used as wiring connection.
 - no live part is allowed to be exposed, e.g. the back of electrical appliances, such as TV, has to be well concealed.
 - all metal enclosure of the electrical appliances or metal structure must be properly earthen.
 - all electrical appliances in use must be suitable for the 240V station supply.
 - spotlight is not to be mounted less than 2 metres high.
 - no electric kettle, naked light, stove, or hot quartz / tungsten spotlight is allowed to be used at the exhibition. The maximum allowable wattage for tungsten lights is limited to 100 watts for each fitting generally.
 - all power sockets in use must be the shuttered types.
 - proper earthing protection must be provided to all metal parts where electrical connections are made unless approved double insulated construction against electrocution is protected by earth leakage circuit breakers.
7. The Exhibitor must ensure that the exhibition structure is secure and stable.
8. The Exhibitor must ensure the relevant MTR Corporation Limited's areas are maintained in a neat and tidy manner and shall not litter at the MTR Corporation Limited premises.
9. The Exhibitor must ensure that no smoking, painting, spray painting, welding, usage of flammable liquid and similar dangerous activity is carried out in MTR Corporation Limited's property.
10. The Exhibitor must ensure that his / her staff / workers do not bring unsafe items into the relevant MTR Corporation Limited's areas and any MTR Corporation Limited's property especially:
 - Conductive ladders;
 - Cartridge operated fixing tools; and
 - Asbestos products.
11. MTR Corporation Limited reserves the right to require the Exhibitor to comply with other safety precautions whenever situation requires.

Exhibitors (I)

Important Notes

MTR By-laws

All persons involved in the exhibition / standee must comply with MTR By-laws of any times.

Music / Songs / Video

A permit from the Composers and Authors Society of Hong Kong (CASH) and International Federation of Phonogram and Videogram Producers (IFPI) and / or Hong Kong Recording Industry Alliance Limited (HKRIA) may be required should any music / songs / video proposed to be played at the exhibition which is subject to the approval of MTR Corporation Limited and the operational instruction of the Station Controllers / Masters. The Exhibitor undertakes either to pay the appropriate fee to CASH, IFPI and / or HKRIA and obtain the permit or to ensure that any music / songs / video played at the exhibition do not require a permit from CASH, IFPI and / or HKRIA. In this connection the Exhibitor specifically agrees to be responsible for, or shall indemnify MTR Corporation Limited and JCDecaux Pearl & Dean Limited against all payments of royalties, fees or charges of any description to CASH, IFPI and / or HKRIA (and / or any other claims against MTR Corporation Limited or JCDecaux Pearl & Dean Limited) as a result of the playing of any music / songs / video at the exhibition.

Insurance

Exhibitions / standee shall be covered by master insurance policy of JCDecaux Pearl & Dean Limited at a cost to be reimbursed to JCDecaux Pearl & Dean Limited. The weekly cost is HK\$600. For the cost for longer exhibition / standee period, please contact the sales team of JCDecaux Pearl & Dean Limited.

Cancellation

Cancellation will only be accepted if written notice is received 8 weeks prior to exhibition/standee commencement. For any cancellation with less than 8 weeks notice, full payment of the contract amount has to be fulfilled.

Contact Person

A contact person (whose name is registered in the Agreement) must be appointed by the Exhibitor for the exhibition / standee, who should be the key contact point with the Station Controllers / Masters.

Layout

Set up the booth according to the approved layout plan. All promotion activities and exhibition / standee materials must be confined within the designated exhibition / standee site. Never put any cable loosely on the ground / wall. Only metal / aluminum table and chairs are allowed to be used if necessary. Overall presentation must be acceptable by JCDecaux Pearl & Dean Limited / MTR Corporation Limited. Unsuitable presentation may lead to immediate banning of the exhibition / standee.

Standardized / Pre-approved Booths

- a) For exhibitions using standardised booths or approved corporate booths, booking can be accepted 7 working days prior to exhibition / display commencement. (Lead-time for corporate booth censorship is around 14 working days.)
- b) The panel of the standardised booth is restricted to ONE colour, which is GREY, other colours are available but extra charges will be incurred.

Move In and Out

When moving in and out any exhibition / standee materials, use staircase of designated entrance as indicated in the sheet of "Delivery Entrance for Exhibition Site" provided by JCDecaux Pearl & Dean Limited. DO NOT use escalators for delivery. DO NOT leave the exhibits unattended. When moving out, vacate the exhibition / standee site in clean and tidy condition. Return all borrowed items. Report to the Duty Station Controllers / Masters upon arrival in the station and upon completion / dismantle of any exhibition / standee materials. Move-in / out schedule is advised by JCDecaux Pearl & Dean Limited. The Duty Station Controllers / Masters may revise the move-in / out schedule or alter the route of delivery if deemed necessary to meet operations requirements.

Set-up Time

Before making any settings, approach the Station Control Room to seek consent of the Duty Station Controllers / Masters about the move-in arrangements. The Exhibitor can set up the exhibition after 0100 hours on the day before the exhibition period.

Exhibition / Standee Time

Exhibition / standee starts at 0700 hours optional and ends at 2200 hours.

Exhibitors (II)

Important Notes

Dismantling Time

The designated dismantling and move-out time starts after 0100 hours on the last day of the exhibition / standee period. The contact person should obtain the Duty Station Controllers' or Masters' approval on dismantling the exhibition / standee equipment. The site must be cleared by 0200 hours. If the exhibitor fails to dismantle and move out of the exhibition / standee site by 0200 hours, an extra one-day rental for the exhibition / standee site will be incurred to the Exhibitor.

Fire Extinguisher

The contact person should collect a 4.5-kg portable, dry powder fire extinguisher from the Duty Station Controller / Masters, acknowledge the receipt and return in good condition before moving out.

Litter Bin

The relevant MTR areas must be kept clean and tidy at all times. If not, a cleaning fee will be demanded by MTR Corporation Limited. Only metal litter bin is allowed to be used if necessary.

Representatives

NO MORE than 7 representatives (including the contact person) are allowed at the exhibition site at any time.

Badges

The contact person should obtain badges from the Duty Station Controller s/ Masters. During normal exhibition hours, all persons involved in the exhibition must wear distinguishing badges provided by MTR Corporation Limited. Please return in good condition before moving out. Maximum number of badges issued to respective exhibitor is restricted to 7.

Behavior

- a) DO NOT approach passengers outside the exhibition / standee area. DO NOT behave in a manner that is unacceptable, offensive (or likely to give offence), or in a manner that causes obstruction to passenger flow. The output volume of music / songs / video played should be agreed by the Duty Station Controllers / Masters.
- b) In the event that the Exhibitor and/or any of its agents, staff, representatives or contractors shall fail to comply with sub-paragraph (a) above and/or any applicable terms and conditions of the JCDecaux Pearl & Dean Limited and/or any MTR By-laws, then entirely without prejudice to any other rights, remedies or claims which JCDecaux Pearl & Dean Limited may have against the Exhibitor, the Exhibitor shall indemnify, and keep JCDecaux Pearl & Dean Limited fully indemnified, against all loss, damage, costs and expenses incurred therein or arising therefrom including but not limited to the costs of appointment of any Competent Person to carry out on-site inspection from time to time. All such loss, damage, costs and expenses shall be solely borne and paid by the Exhibitor, and JCDecaux Pearl & Dean Limited is entitled and be liberty at any time to deduct the same from any deposit previously paid by the Exhibitor and retained by JCDecaux Pearl & Dean Limited. If JCDecaux Pearl & Dean Limited shall exercise such right of deduction from the deposit, then the Exhibitor shall also forthwith upon demand pay to JCDecaux Pearl & Dean Limited an amount equivalent to the sum so deducted in order to reinstate and maintain the deposit to its original amount.

Eating & Drinking, Playing or Sleeping

DO NOT eat, drink, smoke, play or sleep at the exhibition / standee site.

Distribution of Materials

DO NOT distribute any promotional leaflets. Voluntary taken away is acceptable.

Sub-standard Printing Materials

DO NOT post or display any handwritten notices or sub-standard printing materials at the exhibition / standee site.

Tenant / Contractor Pass

If the exhibition / standee site is situated at the paid area, Tenant / Contractor Pass (intra-station) can be borrowed from the Duty Station Controllers / Masters for access.

Toilet Facilities

Toilet facilities at MTR stations are available for use by representatives engaged in the exhibition / standee.

Exhibitors (III)

Important Notes

Arrangement for Adverse Weather

Special arrangement will be made due to adverse weather, such as hoisting of typhoon signal no. 8 or black rainstorm. Before moving-in, defer the move-in until cancellation of the adverse weather warning, or phone the respective station to seek consent of the move-in arrangement. When it is during the exhibition / standee period, the Exhibitor should continue as usual, or close the exhibition / standee and appoint a Safety Representative to take care of the exhibits. When it is at the end of the exhibition / standee period, arrange as soon as possible for the moving out of all materials after lowering of the adverse weather warning.

Exhibition Deposit Policy

During the exhibition period, if the exhibitor violates any rules stated in the exhibition guidelines, JCDecaux Pearl & Dean Limited will issue the first warning letter to the exhibitor stating the reason for the violation. A Competent Person ("CP") from JCDecaux Pearl & Dean Limited will be arranged to attend the violated exhibition site; the CP arrangement also applies to any exhibition by the same exhibitor in the same MTR station for a 3-month period starting from the date of the first warning letter issued to the exhibitor.

A second warning letter will be issued to the same exhibitor if no improvement is shown after the issuance of the first warning letter. The second warning letter will supersede the first warning letter and the CP arrangement will apply to all exhibitions by the same exhibitor in all MTR stations for a 3-month period starting from the date of the second warning letter.

All costs incurred including the cost for CP attendance in connection with the violation will be deducted from the agreed deposit.

The CP (HK\$) costs per working shift of 8 hours are:

Weekdays: 860 Weekend: 1,150 Public Holiday: 1,750

If the working shift is more than 8 hours, the cost of CP will be doubled.

Fees for Damage Or Loss of Facilities of Exhibition

Item lost or damaged (HK\$ for first occasion)

Portable fire extinguisher	: 1,200 each
Intra ticket (Octopus Card)	: 3,000 each for the first time of loss or damage; 6,000 each for the second time and further review with client shall be conducted for any upcoming exhibition
Exhibitor's name badge	: 100 each
Glass pane key	: 3,000 each for the first time of loss or damage; 6,000 each for the second time and further review with client shall be conducted for any upcoming exhibition
Cleaning fee	: 1,000 minimum

Terms & Conditions – General (I)

1. Definitions

- (a) The expression “the Company” shall mean “JCDecaux Pearl & Dean Ltd” and shall include its successors and assigns.
- (b) The expression “the Advertiser” shall mean the person, firm or company placing the Order and shall include its successors and assigns.

2. Agencies

- (a) The Advertiser at all time contracts with the Company for itself as principal and acting entirely for itself.
- (b) An Advertiser (including an advertising agent/agency) shall be personally liable for payment of all accounts hereunder and warrants that it has full authority for itself in all matters including artwork submission, intellectual property rights, protection of personal data collected, production requirement, agency commissions and incentives where applicable, connected with the placing of orders and their amendments.

3. Commission

- (a) Agency commission at the rate of 15 per cent is payable to all recognized advertising agencies and shall be on the value of the Order less any discount allowed.
- (b) Other additional commission may apply where applicable.

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 shall be effective unless made by express written agreement between the parties.

5. Acceptance

No order placed with the Company shall be deemed to be accepted until completion of the Acknowledgement of Order by the Company.

6. Delivery

All posters for display shall be delivered carriage paid to the Company at its address overleaf, or to such other address or addresses as the Company shall specify, not less than 3 days prior to the date of commencement of display specified in the Contract.

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 due as from the date of commencement of display or the specified commencement date whichever is the later.

8. Late or Non-Delivery

In the event of late delivery or non-delivery of posters, charges shall still be payable and shall accrue due 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 posters featuring charity organizations or MTR Corporation Limited's posters.

9. Right of Rejection

The Company shall have the absolute right at any time to refuse to display or continue to display any poster which, in its opinion is objectionable, unsuitable, impracticable or likely to give offence, or designs that resemble safety signages. In such event the Contract in whole or in part may be cancelled by the Company forthwith without any responsibility or liability on the part of the Company and to the extent not so cancelled the Contract shall continue in full force and effect.

10. Payment

Unless otherwise stipulated by the Company, all charges shall be payable monthly in arrears and shall be paid within 28 days after the invoice date. The Company shall have the right to cancel any continuing Order or Contract forthwith in respect of which part payment is overdue after the expiry of such 28 days.

11. Deposit

Each Contract is subject to the payment of a deposit and the Contract is voidable by the Company if this is in default. The Company shall have the absolute right to demand this deposit equivalent to the charge for eight weeks display on each panel or each type of panels / networks. For any Contract with each panel or each type of panels / networks for a display period of 8 weeks or less, payment in full is required in advance 2 weeks before the Contract starts. The deposit will be refundable without interest upon expiry of the full Contract period where all outstanding sums to the Company pursuant to the particular poster booking Contract has been paid in full. The deposit is not allowed to set off against the Company's invoices during the continuance of the Contract. Transfer of deposit from one booking Contract to another is allowed where all outstanding sums due to the Company under that particular booking Contract has been fully settled.

12. Interest

- (a) Interest on all sums due shall accrue after expiry of the 28 days referred to above and shall run at the rate of 2 per cent per calendar month until payment is received after as well as before any judgment therefore.
- (b) 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 counter claim or otherwise howsoever.

13. Dates of Display

The Company shall use all reasonable endeavors to display the posters on the display dates specified on the Contract but such dates shall not be of the essence of the Contract and in no circumstances shall the Company be liable to compensate the Advertiser in damages or otherwise for non-display or late display of any posters for whatever reason or for any loss consequential or otherwise arising therefore.

Terms & Conditions – General (II)

14. Damage or Loss

The Company shall be under no liability for loss of or damage to posters, designs or advertisements supplied to the Company except insofar as such loss or damage arises due to the fault or negligence of the Company or its employees, and in any event the Company's liability shall never exceed the original cost to the Advertiser of the destroyed or damaged posters.

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, 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 a Contract 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 therefore.

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 Contract provided that due notice is served on the Advertiser not less than 6 weeks prior to the specified commencement date and the Advertiser may also cancel the Contract provided that due notice is served on the Company not less than 6 weeks prior to the specified commencement date and by payment of a sum of 5% of the cancelled contract amount as liquidated damages.

18. Change of Posters

- (a) All rates include (subject to Clause 18c) a change of posters once a month if required. All changes required at more frequent intervals than once a month or which are required within a shorter time limit than specified in Clause 19 will be charged for.
- (b) When an Advertiser is entitled to a change of posters without separate charge and stipulates a date upon which such change should be commenced the Company will complete such change within 10 working days after the stipulated date.
- (c) Where an Advertiser requires a change of posters in respect of which 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.

19. Condition of Posters

All rates include the maintenance of the display of Advertiser's posters in good condition and for this purpose the Advertiser shall supply a sufficient number of posters 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 6 working days after notification of the same to the Company by the Advertiser.

20. Limit on Liability

Without prejudice to Clause 13 hereof, it is acknowledged and accepted by the Advertiser that the Company shall be under no liability whatsoever in respect of any non-display or incorrect display of advertisements or advertising materials or the display of any damaged or irregular advertising materials. In any event, the Advertiser shall waive all claims (if any) for non-display, incorrect display or display of any damaged poster. The Advertiser shall notify the Company immediately if the Advertiser becomes aware of any non-display, incorrect display or display of any damaged poster. Without prejudice to the generality of the aforesaid, if the display in relevant media of any scheduled spot is (whether temporarily or permanently) suspended, interrupted or delayed due to failure of the telecast facilities howsoever caused and for whatever reason (including but not limited to electrical and / or mechanical failure), the Company may in its sole, absolute and unfettered discretion telecast the same at the next best available time and / or in any other comparable spot, and the decision of the Company shall be final and conclusive.

21. Change of Terms

The Company reserves the right at any time by not less than 6 weeks notice in writing served on the Advertiser to alter the rates chargeable hereunder and any of these Terms and Conditions. Any such alterations shall take effect on the date specified by the Company or 6 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 on any Order so altered by notice in writing served on the Company within 6 weeks after service of particulars of the changes on the Advertiser.

22. Assignment

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

23. Company's Lien

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

24. Indemnities

- (a) The Advertisers shall indemnify and keep the Company indemnified against all penalties imposed by the Communications Authority arising from the telecast of Material supplied by or transmitted for the Advertiser.
- (b) The Advertiser warrants and undertakes that:
 - (1) The Advertiser will be responsible for obtaining and paying for all necessary licenses and consents for the reproduction, transmission, showing and ancillary exploitations of any intellectual property works in the materials (including the synchronization right of songs and recording right of musical recordings) or the appearance of any person in the materials.
 - (2) No materials will breach any applicable law or be defamatory of any third party.

Terms & Conditions – General (III)

(3) The Advertiser will indemnify and keep the Company indemnified against all actions, proceedings, costs (including legal costs on a full indemnity basis), damages, expenses, penalty claims, demands and liabilities arising from any breach of the above warranties or other conditions or in any manner whatsoever in consequence of the use, recording or showing of any materials or other matter supplied by or shown for the Advertiser, including all costs incurred in obtaining advice on and dealing with threatened claims or proceedings whether or not actually brought or instituted.

(4) The Advertiser will further indemnify and keep the Company indemnified against all penalties imposed by any regulatory bodies for any breach of any applicable law as a result of the showing of materials supplied by or shown for the Advertiser.

25. 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 Booking or such other address as may be notified in writing from time to time 48 hours after posting.

26. Advertising Contract

The Advertising Contract, which incorporates these Terms and Conditions, contains the whole agreement between the Company and the Advertiser relating to the transaction contemplated by the Contract. The Contract and these Terms and Conditions supersede and replace all previous agreements, discussions, representations, warranties or statements, whether made orally or in writing, between the parties and relating to the transaction. No amendment, waiver or variation of the Contract or these Terms and Conditions shall be effective, unless it is set out in writing and signed by both parties.

27. Personal Data

The Advertiser shall and shall procure its employees, agents or representatives to comply with the provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") (including any amendments thereon from time to time), and any applicable codes of practice, guidance notes or regulations in the handling of personal data (as defined in the Ordinance from time to time) ("Personal Data") collected by and provided to the Advertiser, or collected by the Company or its representatives, for the purpose of this agreement. The Company shall be under no liability for protection of personal data collected through the advertising campaign under this agreement save to the extent required by law.

28. Governing Law

This agreement shall be governed by and interpreted in accordance with the laws of Hong Kong Special Administrative Region and the Advertiser submits to the jurisdiction of the Hong Kong Courts.

Terms & Conditions – FeatureAds

1. All General Terms and Conditions are applicable.
2. The Advertiser is responsible for posting, maintenance and removal of all advertising materials, and will restore the train body, train interior and / or any station structures on which advertising materials have been pasted to their original state immediately upon the completion of the Contract period. Unless otherwise agreed by MTR Corporation Limited, the Advertiser shall remove all advertising materials and carry out any necessary cleaning and minor repairs on all station locations within 2 days after the expiry of the respective display periods and for train bodies within 24 hours or at the earliest available time as advised by MTR Corporation Limited. If repairs are required to be made on any station pillar, wall or structure and any train exterior and interior after the advertising materials have been removed, JCDecaux Pearl & Dean Ltd. will be responsible for carrying out the necessary repairs and the cost (varies with different structures and conditions) will be charged to the Advertiser on an actual basis.
3. The materials to be used, the layout and design of all advertising materials and the exact locations for mounting all advertising materials must be submitted to JCDecaux Pearl & Dean Ltd. for approval at least 3 weeks prior to commencement date. Subject to the foregoing, advertising materials on all station structures including pillars and walls shall cover all sides and the full height of the structures. If there are any station names, directional signages or safety devices affixed, displayed or installed on any side of a station structure, the advertising materials to be displayed on such side must be carefully diecut to avoid covering, or obstructing or interfering with such objects. (Please refer to Important Notes of FeatureAds)
4. The Advertiser shall maintain the advertising materials in good appearance and conditions and shall rectify or remedy any defects, disrepair, or disfigurement of advertising material or remove or replace the same immediately upon demand by MTR Corporation Limited. Where the Advertiser fails to do so, MTR Corporation Limited will take all actions it considers necessary to achieve the same at a cost to be borne by the Advertiser. If replacement of advertising materials under these circumstances is contemplated, the Advertiser must reserve adequate levels of spare materials in advance, as the lack of spare materials shall not be accepted as reason for not conforming to this requirement or as cause for delays in doing so.
5. The Advertiser acknowledges that the quality, stability or appearance of the advertising materials may be affected by normal operation of the rail system including but not limited to cleaning, wear and tear or vandalism and that no warranty in these or other regards are provided by MTR Corporation Limited. The Advertiser further acknowledges that the advertising materials are put up at its own risk.
6. MTR Corporation Limited reserves the right to terminate any Contract or remove certain advertising materials it considers necessary to avoid undue disruption to normal or smooth running or rail operations. Without affecting the generality of a Contract, if and when MTR Corporation Limited exercises its right under its clause to terminate the Contract in whole or in part, the media cost relating thereto shall cease to accrue from the date of termination and all related charges already made or monies already paid for displays after the date of termination shall cease to apply or shall be refunded accordingly. Under no circumstances will MTR Corporation Limited be liable for any compensation or damages.
7. The Advertiser acknowledges that the trains assigned under any Contract are subject to normal routine maintenance and may therefore be out of service from time to time. The Advertiser further acknowledges that certain trains may not run during non-peak hours.
8. Except where Clause (6) applies, this is a non-cancelable Contract.
9. Rescheduling must be in written notice 8 weeks prior to the commencement date and subject to availability.
10. Insurance
 - (a) The Advertiser is responsible for security of all advertising display under this Contract which are displayed at its own risk. The Advertiser is advised to take out proper insurance coverage for such risks.
 - (b) The Advertiser shall at its own costs (without limiting its obligations and responsibilities) insure in the joint names of the Advertiser and MTR Corporation Limited against any damage, loss or injury which may occur to any property or to any person by or arising from any of the advertising materials displayed under the terms of Contract.
 - (c) Such insurance (Public Liability and Third Party Insurance) shall be effected with an insurer and in terms approved by MTR Corporation Limited and with a minimum limit of liability of HK\$50 million on any one occurrence and shall cover the entire booking period under the Contract.
11. The Advertiser and the Advertising Agency are jointly and severally responsible for all responsibilities and obligations under the Contract.
12. Advertisers and / or their Agencies should also refer to FeatureAds Installation Guideline for Contractors.
13. All Contractors / workers must comply with the statutory requirement as well as the Safety Rules and Procedures specified by MTR Limited and JCDecaux Pearl & Dean Ltd.

Terms & Conditions – Exhibition & Display (I)

All General Terms and Conditions are applicable.

1. Definition

- (a) The expression “the Company” shall mean “JCDecaux Pearl & Dean Ltd ” and shall include its successor and assigns.
- (b) The expression “the Exhibitor” shall mean the person, firm or company placing the Order and shall include its successors and assigns.

2. Agencies

- (a) The Exhibitor at all time contracts with the Company for itself as principal and acting entirely for itself.
- (b) An Exhibitor (including an advertising agent/agency) shall be personally liable for payment of all accounts hereunder and warrants that it has full authority for itself in all matters including artwork submission, intellectual property rights, protection of personal data collected, production requirement, agency commissions and incentives where applicable, connected with the placing of orders and their amendment.

3. Commission

- (a) No agency commission will be allowed to the agency on Exhibitions and Standee activities.
- (b) Other additional commission may apply where applicable.

4. Terms

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

5. Acceptance

- (a) This Exhibition Agreement must be signed in duplicate and returned to JCDecaux Pearl & Dean Ltd within 2 weeks of the Agreement date, together with the necessary document, i.e. a copy of the Business Registration, approved Entertainment License (if applicable),etc. The booking for the exhibition cannot be confirmed until the Agreement is processed and approved by JCDecaux Pearl & Dean Ltd.
- (b) After the Agreement is signed, the Exhibitor cannot cancel this Agreement by giving less than 8 weeks’ notice before the exhibition commencement date. If the notice of cancellation given is less than 8 weeks before the commencement date, full payment of the contract amount has to be fulfilled.
- (c) Where an agent is entering into this Agreement on behalf of the Exhibitor, the agent must provide written evidence of his / her appointment. If no such evidence is available, this Agreement is personal to the Exhibitor and may not be assigned without prior written consent of JCDecaux Pearl & Dean Ltd.
- (d) The exhibition must be operated by the Exhibitor or his / her agent(s). The transfer or assignment of the exhibition site to other companies / operations are strictly prohibited.

6. Insurance Policy

- (a) The Exhibitor acknowledges and agrees that all exhibition and standee items and all property placed, stored and/or left at the exhibition sites are wholly at the Exhibitor’s own risks. The Company and MTR Corporation Limited shall bear no liability or responsibility thereof whatsoever. The Exhibitor shall take all necessary actions and precautions at his/her own costs in relation to the security and safety thereof. The Exhibitor shall also at his/her own expenses take out and maintain appropriate valid insurance throughout the exhibition period to fully cover against all such risks.
- (b) In addition to sub-paragraph 6(a) above but without prejudice to any other obligations of the Exhibitor, the Exhibitor undertakes to effect and maintain at his/her own expenses throughout the exhibition period appropriate valid insurance to fully cover against all risks of claims and/or actions by any person whether in respect of public liability, personal injuries, loss and damage to property or otherwise caused by or arising out of: (i) the use and occupation of the exhibition sites by the Exhibitor, its agents, employees, visitors and/or contractors; (ii) any items displayed or exhibited by the Exhibitor and/or any property placed, stored and/or left at the exhibition sites; and/or (iii) any act, conduct, omission and/or default of the Exhibitor, its agents, employees, visitors and/or contractors. Such insurance shall have a minimum limit of indemnity of HK\$10,000,000.00 per claim or incident, and the Company and MTR Corporation Limited shall also be named in such insurance policy as the insured so as to provide full indemnity to the Company and/or MTR Corporation Limited in event that any of the aforesaid claims and/or actions are made or brought against them or any of them.
- (c) All the aforesaid insurance coverage shall be effected with a reputable licensed insurer. The Exhibitor shall forthwith upon request produce to the Company and/or MTR Corporation Limited for inspection the original copy of the insurance policy or policies mentioned in sub-paragraphs 6(a) and (b) above, together with the relevant receipts of full and due payment of premium by the Exhibitor.
- (d) For the avoidance of doubt, if in the event that the Company and/or MTR Corporation Limited shall have at any time maintained any insurance coverage which are similar to or shall contain all or part of the insurance coverage as are mentioned in sub-paragraph 6(a) and/or (b) above, neither the Exhibitor and/or his/her insurer shall have any right to seek any contribution or indemnity from such Insurance policy of the Company and/or MTR Corporation Limited, nor shall the Exhibitor and/or his/her insurer be entitled to require the Company and/or MTR Corporation Limited to first claim or seek indemnity against their own insurance policy before claiming any indemnity under such insurance effected by the Exhibitor under sub-paragraph 6(a) and/or (b) above.
- (e) The Company is entitled to stop or suspend any exhibition or display of the Exhibitor or to disallow the Exhibitor to use or enter the exhibition sites if any of sub-paragraphs 6(a) to (d) above are not complied with.

Terms & Conditions – Exhibition & Display (II)

7. Safety Representative

A Safety Representative must be employed to take care of the goods / exhibits / advertising and promotion materials after normal exhibition hours.

8. Payment

Unless otherwise stipulated by the JCDecaux Pearl & Dean Ltd, full payment for this Agreement is required 1 month prior to the commencement date of the exhibition.

9. Deposit

For exhibition sites, a deposit amount of HK\$50,000 for each booking with 10 or less exhibition sites or HK\$100,000 for each booking with more than 10 exhibition sites is to be paid by the Exhibitor to JCDecaux Pearl & Dean Ltd 4 weeks prior to the commencement date. For standee sites, a deposit amount of HK\$20,000 for each booking with 5 or less standee sites or HK\$40,000 for each booking with more than 5 standee sites is to be paid by the Exhibitor to JCDecaux Pearl & Dean Ltd 4 weeks prior to the commencement date. This amount is to indemnify all claims against MTR Corporation Limited arising from the exhibition whether for property or personal injury or of any loss of borrowed items. The deposit is refundable in full with no interest and can be transferred for future exhibition. The deposit amount will be forfeited as agreed liquidated damages in the event:

- (a) when safety requirements are not complied with and immediate danger is imminent;
- (b) the Exhibitor is in breach of any of the terms and conditions of this Agreement, either upon written notices served on the Exhibitor or in case of emergency upon oral notice by the Station Controllers / Masters or JCDecaux Pearl & Dean Ltd staff, and failure to rectify such breach on the same day.

10. Interest

- (a) Interest on all sums due shall accrue after expiry of the 28 days referred to the above and shall run at the rate of 2 per cent per calendar month until payment is received after as well as before any judgment therefore.
- (b) 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.

11. Damage or Loss

The company shall be under no liability for loss of or damage to posters, designs, advertisements, articles, items or any objects or materials for or relating to the standee or exhibition supplied to the Company except insofar as such loss or damage arises due to the fault or negligence of the Company or its employees, and in any event the Company's liability shall never exceed the original cost to the Exhibitor of such destroyed or damaged posters, designs, advertisements, articles, items or any objects or materials for or relating to the standee or exhibition.

12. Layout Plan

The exact exhibits must be marked on the exhibition layout plan supplied by JCDecaux Pearl & Dean Ltd. All display materials, construction materials and any audio-visual equipment must be specified on the plan. Any special activities such as opening ceremony, distribution of literature / samples must be clearly described. The Exhibitor must obtain written approval from MTR Corporation Limited on the layout design of the exhibition at least 14 working days prior to the exhibition period. Should amendments be made, prior written permission from MTR Corporation Limited is to be sought.

13. Licenses/Permits

Licenses / Permits are generally not required for business promotion but since MTR stations are classified as public areas, therefore:

- (a) Television and Entertainment Licensing Authority Permit and Places of Public Entertainment License are required for lucky draws, stage shows performed by artists, live shows, games, etc.
- (b) Copies of all licenses / permits must be sent to the Company together with the completed Exhibition Agreement.
- (c) Carpets with fireproof certificate will be considered for use.

14. Music/Songs/Video

A permit from the Composers and Authors Society of Hong Kong (CASH) and International Federation of Phonogram and Videogram Producers (IFPI) and /or Hong Kong Recording Industry Alliance Limited (HKRIA) may be required should any music / songs / video proposed to be played at the exhibition which is subject to the approval of MTR Corporation Limited and the operational instruction of the Station Controllers / Masters. The Exhibitor undertakes either to pay the appropriate fee to CASH, IFPI and / or HKRIA and obtain the permit or to ensure that any music / songs / video played at the exhibition do not require a permit from CASH, IFPI and / or HKRIA. In this connection the Exhibitor specifically agrees to be responsible for, or shall indemnify MTR Corporation Limited and the company against all payments of royalties, fees or charges of any description to CASH and IFPI and HKRIA (and / or any other claims) against MTR Corporation Limited or the Company as a result of the playing of any music / songs / video at the exhibition.

15. Special Notes for Educational Clients

A copy of Certificate of Registered School from the Education Department must be submitted 2 weeks prior to the commencement of the exhibition.

16. Reallocation

MTR Corporation Limited reserves the right to reallocate the Exhibitor and the Exhibitor Site from the existing designated location to another location within the same station of apparently the same for safety, operation, maintenance, or emergency purpose.

Terms & Conditions – Exhibition & Display (III)

17. Termination

- (a) MTR Corporation Limited may terminate any Agreement immediately without refund in the event of:
- (i) when safety requirements are not complied with and immediate danger is seen (please refer to Safety Requirements for Exhibitors at MTR Stations);
 - (ii) the Exhibitor is in breach of any of the terms and conditions of the Agreement (please also refer to Important Notes for Exhibitors, which forms an important part of the Agreement), either upon written notice served on the Exhibitor (whether or not the hiring period has expired) or in case of emergency upon oral notice by the Station Controller / Master or the Company staff concerned. All payment already paid by the Exhibitor will be forfeited as agreed liquidated damages.
- (b) MTR Corporation Limited reserves the right to terminate any Agreement immediately upon written notice served on the Exhibitor or in case of emergency upon oral notice by the Station Controller / Master or the Company staff concerned in the event of:
- (i) any presentation, items exhibited or stored are, in the sole discretion of MTR Corporation Limited, not suitable for display or storage at MTR Corporation Limited premises; or
 - (ii) for any other reason that, in the sole discretion of MTR Corporation Limited, requires the Exhibitor to discontinue. The Company will refund the booking fee for the unexpired term of the Agreement without interest on a pro rata basis provided always that the Exhibitor shall have no other right or remedy of any nature against MTR Corporation Limited or the Company in respect of such early termination.

18. Change of Terms

The Company reserves the right, at any time, by not less than 2 weeks' written notice served on the Exhibitor to alter the rates chargeable hereunder and of these Terms and Conditions. Any such alterations shall take effect on the date specified by the Company or 2 weeks after service of written notice on the Exhibitor, whichever shall be later. The Exhibitor shall be entitled to cancel or terminate without any payment within 2 weeks from the date of the notice.

19. Force Majeure

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

20. 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 a contract relates, but so far as concerns the subject matter or content of the advertisement itself the Exhibitor will indemnify the Company against all liability and will be responsible therefor.

21. Cancellation

Cancellation will only be accepted if written notice is received 8 weeks prior to exhibition commencement. For any cancellation with less than 8 weeks notice, full payment of the contract amount has to be fulfilled.

Terms & Conditions – Advertisement Content

All General Terms and Conditions are applicable.

The Airport Express is mode of public transport. As the sales agent for MTR Corporation Limited (“MTRCL”), JCDecaux Pearl & Dean Ltd. (“The Company”) must consider the suitability and acceptability of the formats, presentation and contents of all advertisements displayed or published in Airport Express system to take into account the interest of the public. Therefore, to obviate last-minutes difficulties and the possibility of wasted production costs, The Company will willingly advise on the likelihood of acceptability of all advertisements before production shall commence.

Advertisements will not be accepted for, or retained on, display on Airport Express system if in the opinion of The Company (which opinion shall be decided by its sole and absolute discretion), they:-

1. fail to comply with the law of the Hong Kong SAR, or incite or provide any means to cause or enable any person to break the law of the Hong Kong SAR.
2. contain any statements, visual/audio presentations or messages which are immoral; or which offend against the generally accepted standards of public decency or the social or cultural standards of the society; or which depict, suggest or amount to indecency or obscenity; or which depict any human, animals or their bodies as sex objects; or which encourage, endorse or provoke physical violence or any anti-social behaviour; or which promote, support or are in any way connected with any terrorists activities or organizations; or which are otherwise in any way causing discomfort, fear, distress, embarrassment or distaste to the public.
3. suggest, encourage or endorse any unsafe practices. Particular attention shall be given to the safety, interest and welfare of children to ensure that no statements visual/audio presentations or messages will be likely to result in harm (whether physical, mental or moral) to children, or which may exploit their immaturity, inexperience, lack of knowledge or tendency to believe in what they see, hear or read.
4. promote or advertise any films and television programmes and:-
 - such films and/or their advertising materials have not been submitted for classification or have been classified as obscene under the Control of Obscene and Indecent Articles Ordinance, Cap. 390, or otherwise in any way fail to comply with or violate the provisions of such Ordinance.
 - if the application for grant of the relevant certificate of approval or exemption by the Commissioner for Television and Entertainment Licensing of any film is refused, its advertisements may be withheld or withdrawn from display or publication.
 - if the advertisements of any films or television programmes are depicting murder, scene of terror or horror, acts of violence, controversial religious issues, nudity or having any sexual connotation, they will be subject to thorough and vigilant examination and may be rejected.
5. contain any descriptions, claims or illustrations, presentation or convey any messages which may directly or impliedly mislead about the products or services advertised; or mislead or cause false impression to the viewers by inaccuracy, ambiguity, exaggeration, deceit, omission or otherwise. All descriptions, claims and comparisons which relate to matters of objectively ascertainable facts should be capable of substantiation.
6. contain any materials or convey any messages that may directly or indirectly:
 - suggest, endorse or provoke discrimination (including but not limited to sex, race, religion, age, jobs, financial position, family status or disability) or to humiliate, stigmatize or undermine the status or standing of any identifiable group of persons.
 - cause racial hatred or give rise to strong racial feeling; or may directly or indirectly result in or incite racial controversy, conflict or discrimination.
 - attack or degrade any religion; or in any way visualize or present in any manner any religious or sacred objects or subjects which may offend or cause discomfort or anxiety to the viewers; or may directly or indirectly result in or incite religious controversy, conflict or discrimination.
7. reproduce or contain a reproduction of, whether or not to the correct scale, any Hong Kong currency note or any part thereof; or involve or consist of the making of anything which resembles a Hong Kong coin in shape, size and the substance of which it is made, except with the prior written consent of the Monetary Authority.
8. may in any way cause social unrest, or incite social controversy, whether arising immediately or occurring anytime afterwards; or are likely to attract or cause large crowd of people or viewers to gather or remain within the MTR system; or cause or inciting them to create any nuisance or inconvenience to the public.
9. are of a political nature and which: (a) do not clearly state the organization or party involved; or (b) cause or incite activities which break the law or which cause nuisance to the public; or (c) cause political unrest or incite political controversy; or (d) in any way suggest or imply that any political stand or viewpoint is taken by MTRCL and/or The Company and/or the public.

All advertisements of a political nature shall first be subject to review and approval by The Company who may, if consider necessary, ask for the substantiation of the contents, or ask for further particulars and supporting documents concerning the nature and objective of the promotion and also the source of its funding;
10. do not comply with any Ordinance, Regulations or By Laws of, governing or applicable to MTRCL.

Terms & Conditions – Advertisement Content

11. conflict with or fail to meet the standards and guidelines of the Hong Kong Code of Advertising Standards; or fail to comply with the code of practice, regulations or requirements of any professional bodies which are applicable to the type of goods or services advertised.
12. contain, whether directly or by implication, any statement or suggestion which:
 - is defamatory in nature; or which disparages or denigrates other products, services or business competitors or person(s) or company(ies). Comparative advertising will be closely scrutinized.
 - amount to infringement or may give rise to claim for infringement of trademarks, copyrights, patents, designs rights and/or other intellectual property rights of others unless prior written consent of the rightful owner is obtained and submitted to The Company for approval. MTRCL and The Company may require an indemnity to be given against any future or potential claims, legal actions and/or loss and damage before any approval is given.
 - contain any unfair or unproven accusations or criticisms.
13. imitate or copy other products or services; or the works, designs, tradenames, trademarks and/or the visual/audio presentation of others in any way which is likely to mislead or cause confusion to the public.
14. violate or intrude the personal privacy or involve the unauthorized use or disclosure of personal data of any person; or unfairly portray or refer to people in any adverse or offensive way; or in any manner whether directly or by implication depict, make reference to or present any quotes or images of a living person unless prior written consent of that person is obtained and submitted to The Company for approval. MTRCL and the Company may require an indemnity to be given against any future or potential claims, legal actions and/or loss and damage before approval is given.
15. display, make reference to or contain any features or images which resembles any logo, signage, routes or stations charts or diagrams, designs or images (whether registered or not) of MTRCL; or which is likely to mislead or cause confusion to the public.
16. may damage or adversely affect the image goodwill and reputation of MTRCL and/or The Company; or create any negative, unpopular or biased impression or opinion towards MTRCL and/or The Company; or may in any way adversely affect the interest of MTRCL and/or The Company.

The Company is entitled at any time to incorporate, show, display, make references to and/or use as examples or demonstration any of the advertisements accepted by them for the purpose of their own business presentation, marketing and/or promotion activities and materials. All requisite consent is deemed to be given to The Company in relation to such purpose.

These terms and conditions and all rights obligations and/or disputes arising hereunder and/or under any other documents which form part of the contract between the Advertiser and The Company shall be governed by and construed in accordance with the law of the Hong Kong SAR. All parties irrevocably agree to submit to the non-exclusive jurisdiction of the Courts of the Hong Kong SAR.

Booking Calendar

2013

	January 01					February 02				March 03				April 04			
Week No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Saturday	29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20
Sunday	30	6	13	20	27	3	10*	17	24	3	10	17	24	31	7	14	21
Monday	31	7	14	21	28	4	11	18	25	4	11	18	25	1	8	15	22
Tuesday	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23
Wednesday	2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24
Thursday	3	10	17	24	31	7	14	21	28	7	14	21	28	4	11	18	25
Friday	4	11	18	25	1	8	15	22	1	8	15	22	29	5	12	19	26

	May 05					June 06				July 07					August 08			
Week No.	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
Saturday	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24
Sunday	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
Monday	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26
Tuesday	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
Wednesday	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28
Thursday	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29
Friday	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30

	September 09				October 10					November 11				December 12			
Week No.	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
Saturday	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21
Sunday	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22
Monday	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23
Tuesday	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24
Wednesday	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25
Thursday	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26
Friday	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27

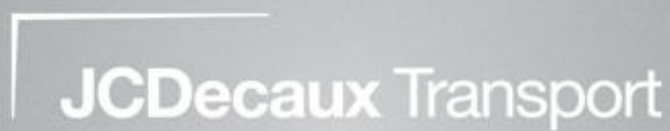
2014

	January 01					February 02				March 03				April 04			
Week No.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Saturday	28	4	11	18	25	1	8	15	22	1	8	15	24	29	5	12	19
Sunday	29	5	12	19	26	2	9	16	23	2	9	16	23	30	6	13	20
Monday	30	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21
Tuesday	31	7	14	21	28	4	11	18	25	4	11	18	25	1	8	15	22
Wednesday	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23
Thursday	2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24
Friday	3	10	17	24	31*	7	14	21	28	7	14	21	28	4	11	18	25

	May 05					June 06				July 07					August 08			
Week No.	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
Saturday	26	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23
Sunday	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24
Monday	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
Tuesday	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26
Wednesday	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
Thursday	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28
Friday	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29

	September 09				October 10					November 11				December 12			
Week No.	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
Saturday	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20
Sunday	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21
Monday	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22
Tuesday	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23
Wednesday	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24
Thursday	4	11	18	25	2	9	16	23	30	6	13	20	27	4	11	18	25
Friday	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26

Remarks : * The first date of Chinese New Year.



We welcome innovation and creative ideas.

Please feel free to talk to our sales team for any proposal different from the standard offer listed on the rate card.

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