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Effective from 1 Mar 2018 · BOOK C · NO.1

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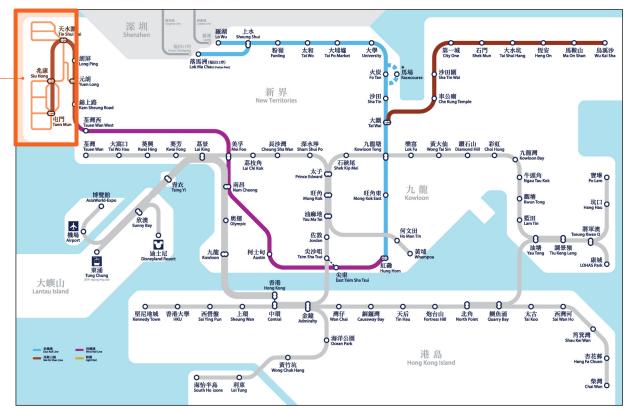
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条款及细则

erms & Conditions

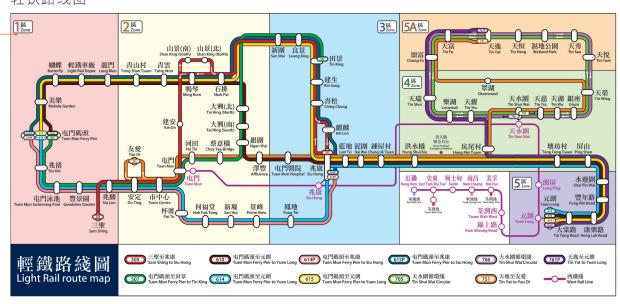
#### MTR East Rail Line, West Rail Line & Ma On Shan Line Route Map

东铁线、西铁线及马鞍山线路线图



#### **MTR Light Rail Route Map**

轻铁路线图



## **Transvision Mega** 103吋非凡动感主题区

地点 Location			每周媒体价格 Gross Weekly Rate (HK\$)
九龙塘站 Kowloon Tong Station			\$92,000 / 区域 Zone
形式 Formats	数量 Pcs	大约尺寸 Approx. each size	建议物料 Proposed Materials
103吋电子屏 103″TV Display	1	2,270mm (W) x 1,275mm (H)	
墙贴 (KOT-SA123) Power Banner (KOT-SA123)	1	5,770mm (W) x 2,900mm (H)	可拆卸贴纸 + Forex 板 Removable Sticker with Forex Board
九龙塘站 Kowloon Tong Station			\$120,000 / 区域 Zone
形式 Formats	数量 Pcs	大约尺寸 Approx. each size	建议物料 Proposed Materials
103吋电子屏 103"TV Display	1	2,270mm (W) x 1,275mm (H)	
墙贴 (KOT-SA121A) Power Banner (KOT-SA121A)	1	10,960mm (W) x 2,760mm (H)	可拆卸贴纸 Removable Sticker
罗湖站 Lo Wu Station			\$190,000 / 区域 Zone
形式 Formats	数量 Pcs	大约尺寸 Approx. each size	建议物料 Proposed Materials
103吋电子屏 103"TV Display	1	2,270mm (W) x 1,275mm (H)	
墙贴 (LOW-SA108) Power Banner (LOW-SA108)	1	7,350mm (W) x 3,000mm (H)	可拆卸贴纸 Removable Sticker
屯门站 Tuen Mun Station			\$80,000 / 区域 Zone
形式 Formats	数量 Pcs	大约尺寸 Approx. each size	建议物料 Proposed Materials
103吋电子屏 103"TV Display	1	2,270mm (W) x 1,275mm (H)	
墙贴 (TUM-SA110) Power Banner (TUM-SA110)	1	8,010mm (W) x 2,850mm (H)	可拆卸贴纸 Removable Sticker
最短预订周数			Minimum Booking
连续四周			4 Consecutive Week
上刊日期			Commencement Date
逢周三/四			Wednesday or Thursday
备注			Remarks
·尺寸及价格会为应个别车站而有所不[ ·所有广告设计及创意须经审核通过。 ·如欲了解详细资料,请参阅创意广告开		approval.  • All artwork & creative are s	rious from stations to stations and subject to subject to approval. re Ads Rate Card for details,

## **Transvision Mega - Video Format Guideline** 103时非凡动感主题区 - 影片格式指引

格式指引	Format Guideline
影片	Video
全高清播放	High-definition (HD)
形式	Format
WMV	WMV
编解码器 ID / Info	Codec ID / Info
Windows Media Video 第九号版	Windows Media Video 9
比特率模式	Bit Rate Mode
可变动	Variable
整体最高比特率	Maximum Overall Bit Rate
10,000 Kbps (最高)	10,000 Kbps (MAX)
比特率	Bit Rate
9,000 Kbps (最高)	9,000 Kbps (MAX)
阔度	Width
1,920 像数	1,920 Pixels
高度	Height
1,080 像数	1,080 Pixels
萤幕长宽比	Aspect Rate
Display 16:9	Display 16:9
画面更新率	Frame Rate
30.000 fps	30.000 fps
音讯规范	Audio Specification
-12 分贝	-12 dBFS
最后视讯递交日	Material Deadline
上画前十日	10 working days before on-air

## Transvision Supreme 至尊电子屏主题区

		每周广告租金 Gross Weekly Rate (HK\$)
		\$198,000 / 区域 Zone
数量 Pcs	大约尺寸 Approx. each size	建议物料 Proposed Materials
2	2,096mm (W) x 1,174mm (H)	
4	7,600mm (W) x 1,950mm (H)	可拆卸贴纸 Removable Sticrex Board
	2	2 2,096mm (W) x 1,174mm (H)

视频格式	Video Format
WMV	WMV
上刊日期	Commencement Date
逢周三/四	Wednesday or Thursday
播放时间	Operating Hour
每天 19小时 (6 a.m 1 a.m)	19 Hours Per Day (6 a.m 1 a.m.)
备注	Remarks
· 为免影响等离子电子屏的显示效果,影片的定格画面不能超过2秒或以上。 · 电视广告片长不建议超过一分钟。 · 所有创意及电视广告片须经审批。	To avoid affecting the display quality of Transvision TV, still picture cannot be displayed more than 2 seconds. TVC lasting longer than 1 minute is not preferred. All creative and TVC are subject to approval.

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## **Transvision Supreme Domination** 至尊电子屏全复盖

地点 <b>Location</b> 罗湖站 Lo Wu Station			每周媒体价格 Gross Weekly Rate (HK\$) \$250,000 / 区域 Zone
形式 Formats	数量 Pcs	大约尺寸 Approx. each size	建议物料 Proposed Materials
95吋电子屏 95" Digital Panel	2	2,096mm (W) x 1,174mm (H)	
墙壁横额 Header Board Sticker - 中间及背面 Center & Back - 左边及右边 Left & Right	4	7,490mm (W) x 1,590mm (H) 10,480mm (W) x 1,590mm (H)	可拆卸贴纸 Removable Sticrex Board
柱身贴纸 Pillar Sticker	2	3,320mm (W) x 3,000mm (H)	
闸机贴纸 Entry & Exit Gate Sticker - 正面 Front - 上面 Top	1	200mm (W) x 430mm (H) 200mm (W) x 330mm (H)	可拆卸贴纸 Removable Sticrex Board

视频格式	Video Format
WMV	WMV
上刊日期	Commencement Date
逢周三/四	Wednesday or Thursday
播放时间	Operating Hour
每天 19小时 (6 a.m 1 a.m)	19 Hours Per Day (6 a.m 1 a.m.)
备注	Remarks

- · 为免影响等离子电子屏的显示效果,影片的定格画面不能超过2秒或以上。
- · 电视广告片长不建议超过一分钟。 · 所有创意及电视广告片须经审批。

- · To avoid affecting the display quality of Transvision TV, still picture cannot be displayed more than 2 seconds.

  • TVC lasting longer than 1 minute is not preferred.
- $\cdot$  All creative and TVC are subject to approval.

## **Transvision Supreme - Video Format Guideline** 至尊电子屏 - 影片格式指引

格式指引	Format Guideline
影片	Video
全高清播放	High-definition (HD)
形式	Format
VC-1	VC-1
编解码器 ID / Info	Codec ID / Info
Windows Media Video 第九号版	Windows Media Video 9
比特率模式	Bit Rate Mode
可变动	Variable
整体最高比特率	Maximum Overall Bit Rate
10,000 Kbps (最高)	10,000 Kbps (MAX)
比特率	Bit Rate
8,000 Kbps (最低) - 12,000 Kbps (最高)	8,000 Kbps (MIN) - 12,000 Kbps (MAX)
阔度	Width
1,920 像数	1,920 Pixels
高度	Height
1,080 像数	1,080 Pixels
萤幕长宽比	Aspect Rate
Display 3,882(W):1,080(H)	Display 3,882(W):1,080(H)
画面更新率	Frame Rate
25.000 fps	25.000 fps
音讯规范	Audio Specification
-6 分贝	-6 dBFS
最后视讯递交日	Material Deadline
上画前十日	10 working days before on-air

## **Transvision Ring TVC Package** 环回电视广告

等离子电子屏广告 TVC Broadcast in Transvision Ring	每周媒体价格 Gross Weekly Rate (HK\$)
沙田站	Sha Tin Station
360秒 Sec. / 小时 Hour	\$ 68,000
240秒 Sec. / 小时 Hour	\$ 50,000
180秒 Sec. / 小时 Hour	\$ 42,000
旺角东站	Mong Kok East Station
360秒 Sec. / 小时 Hour	\$ 50,400
240秒 Sec. / 小时 Hour	\$ 38,400
180秒 Sec. / 小时 Hour	\$ 32,400
上水站	Sheung Shui Station
360秒 Sec. / 小时 Hour	\$ 40,500
240秒 Sec. / 小时 Hour	\$ 30,700
180秒 Sec. / 小时 Hour	\$ 26,000
九龙塘站	Kowloon Tong Station
360秒 Sec. / 小时 Hour	\$ 68,000
240秒 Sec. / 小时 Hour	\$ 50,000
180秒 Sec. / 小时 Hour	\$ 42,000
罗湖站	Lo Wu Station
360秒 Sec. / 小时 Hour	\$ 68,000
240秒 Sec. / 小时 Hour	\$ 50,000
180秒 Sec. / 小时 Hour	\$ 42,000
屯门站	Tuen Mun Station
360秒 Sec. / 小时 Hour	\$ 68,000
240秒 Sec. / 小时 Hour	\$ 50,000
180秒 Sec. / 小时 Hour	\$ 42,000
视频格式	Video Format
WMV	WMV
上刊日期	Commencement Date
逢周三/四	Wednesday or Thursday
播放时间	Operating Hour
每天 19小时 (6 a.m 1 a.m)	19 Hours Per Day (6 a.m 1 a.m.)
备注	Remarks
<ul><li>- 为免影响等离子电子屏的显示效果,影片的定格画面不能超过2秒或以上。</li><li>- 电视广告片长不建议超过一分钟。</li><li>- 所有创意及电视广告片须经审批。</li></ul>	<ul> <li>To avoid affecting the display quality of Transvision TV, still picture cannot be displayed more than 2 seconds.</li> <li>TVC lasting longer than 1 minute is not preferred.</li> <li>All creative and TVC are subject to approval.</li> </ul>

## Transvision Ring Domination ( Sha Tin Station ) 环回电子屏主题区(沙田站)

#### 环回电子屏主题区 Transvision Ring Domination

每周媒体价格 Gross Weekly Rate (HK\$)

环回电子屏王题区 Transvision Ring Domination		母周媒体价格 Gross Weekly Rate (HK\$)
东铁线 - 沙田站大堂 (闸外) East Rail Line - Sha Tin Station Concourse Level (U	npaid Area)	\$ 200,000 / 区域 Zone
· 40 分钟电视广告全包		40 Minutes TVC Air-Time Full Domination
・主题区贴纸		Transvision Ring Zone Sticker Wrapping
・柱身贴纸		Pillar Sticker
・増贴		Power Banner
自选形式一 Optional Format 1	数量 Pcs	大约尺寸 Approx. each size
地面贴纸 Floor Sticker	1	4,500mm (W) x 4,500mm (H)
悬挂型横额 Bunting	10	1,200mm (W) x 500mm (H)
自选形式二 Optional Format 2	数量 Pcs	大约尺寸 Approx. each size
地面贴纸 Floor Sticker	1	7,800mm (W) x 7,800mm (H)
悬挂型横额 Bunting	10	1,200mm (W) x 500mm (H)
自选形式三 Optional Format 3	数量 Pcs	大约尺寸 Approx.each size
地面贴纸 Floor Sticker	1	16,500mm (W) x 11,900mm (H)
悬挂型横额 Bunting	10	1,200mm (W) x 500mm (H)
视频格式		Video Format
WMV		WMV
上刊日期		Commencement Date
逢周三/四		Wednesday or Thursday
播放时间		Operating Hour
每天 19小时 (6 a.m 1 a.m)		19 Hours Per Day (6 a.m 1 a.m.)
各注  · 为免影响等离子电子屏的显示效果,影片的定格画面不能超过2秒或以上。 · 电视广告片长不建议超过一分钟。 · 所有创意及电视广告片须经审批。	To avoid affecting the display displayed more than 2 secon TVC lasting longer than 1 mir	
77 日 57 版 及 电 70 7 7 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	All creative and TVC are subj	

## Sizes And Proposed Materials ( Sha Tin Station ) 媒体尺寸及建议物料 (沙田站)

形式 Formats	数量 Pcs	大约尺寸 Approx.	建议物料 Proposed Materials
环回电子屏主题区 Transvision Ring Domination			
天花贴纸 Ceiling Sticker	5	1,300mm (W) x 1,500mm (L)	
电子屏旁贴纸 Sticker Next To TV	5	240mm (W) x 600mm (H)	麦可贴可拆卸贴纸及1 毫米 Forex 板 Mactac Removable Sticker And 1mm Forex Board
环回电子屏底部贴纸 Sticker At Bottom Part Of Transvision Ring	1	2,500mm (Diameters)	
独立柱身贴纸 (Pillar B, E) 只包括 4封灯箱 #4024 Stand-Alone Pillar Sticker (Pillar B, E) Include 4-Sheet Panel #4024 Only	2	1,500mm (W) x 1,500mm (D) x 3,500mm (H)	3M可拆卸贴纸 3M Removable Sticker
方形柱身贴纸 (Pillar A, C, D, F) Square Pillar Sticker (Pillar A, C, D, F)	4	1,000mm (W) x 1,000mm (D) x 3,500mm (H)	可拆卸贴纸
墙贴 (Wall G, H) Power Banner (Wall G, H)	2	3,000mm (W) x 500mm (D) x 3,500mm (H)	Removable Sticker
白生形→ のおっぱらっぱら			

自选形式 Optional Formats			
地面贴纸 Floor Sticker	1	参阅第十页 Refer to P.10	3M地面贴纸 3M Floor Sticker
悬挂型横额 Bunting	10	1,200mm (W) x 500mm (H)	3M可安拆卸贴纸安装到 Forex 板 3M Removable Sticker Mounted On Forex Board

备注		Remarks
· 套餐不包括四封灯箱#4026, #4027。 柱身贴纸(B, C, E)不包括整座柱身,详情请与媒体顾问查询。	<ul> <li>Transvision Ring Zone does not include 4-Sheet #4026, #4027.</li> <li>Sticker Wrapping on Pillar B, C, E do not include entire pillar.</li> <li>Please kindly consult with Sales Representatives.</li> </ul>	

## Transvision Ring Domination ( Mong Kok East Station ) 环回电子屏主题区(旺角东站)

环回电子屏主题区 Transvision Ring Domination

每周媒体价格 Gross Weekly Rate (HK\$)

东铁线 - 旺角东站大堂 (闸内) East Rail Line - Mong Kok East Station Concourse Level (Paid Area)
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・40 分钟电视广告全包

40 Minutes TVC Air-Time Full Domination

• 主题区贴纸

Transvision Ring Zone Sticker Wrapping

· 墙贴 (MKK-SA114)

Power Banner (MKK-SA114)

自选形式 Optional Format	数量 Pcs	大约尺寸 Approx.each size
地面贴纸 Floor Sticker	1	4,500mm (Diameters)
悬挂型横额 Bunting	30	1,200mm (W) x 500mm (H)

视频格式	Video Format
WMV	WMV
上刊日期	Commencement Date
逢周三/四	Wednesday or Thursday
播放时间	Operating Hour
每天 19小时 (6 a.m 1 a.m)	19 Hours Per Day (6 a.m 1 a.m.)
备注	Remarks
<ul><li>为免影响等离子电子屏的显示效果,影片的定格画面不能超过2秒或以上。</li><li>电视广告片长不建议超过一分钟。</li><li>所有创意及电视广告片须经审批。</li></ul>	<ul> <li>To avoid affecting the display quality of Transvision TV, still picture cannot be displayed more than 2 seconds.</li> <li>TVC lasting longer than 1 minute is not preferred.</li> <li>All creative and TVC are sub ject to approval.</li> </ul>

## **Sizes And Proposed Materials ( Mong Kok East Station )** 媒体尺寸及建议物料 (旺角东站)

形式 Formats	数量 Pcs	大约尺寸 Approx.	建议物料 Proposed Materials
环回电子屏主题区 Transvision Ring Domination			
天花贴纸 Ceiling Sticker	5	1,300mm (W) x 1,500mm (L)	
电子屏旁贴纸 Sticker Next To TV	5	240mm (W) x 600mm (H)	麦可贴可拆卸贴纸及1 毫米 Forex 板 Mactac Removable Sticker And 1mm Forex Board
环回电子屏底部贴纸 Sticker At Bottom Part Of Transvision Ring	1	2,500mm (Diameters)	
墙贴 (MKK-SA114) Power Banner (MKK-SA114)	1	12,390mm (W) x 3,400mm (H)	可拆卸贴纸 Removable Sticker
自选形式 Optional Formats			
地面贴纸 Floor Sticker	1	4,500mm (Diameters)	3M地面贴纸 3M Floor Sticker
悬挂型横额 Bunting	30	1,200mm (W) x 500mm (H)	可安拆卸贴纸 + Forex 板 3M Floor Sticker Sticker with Forex Board

## Transvision Ring Domination ( Sheung Shui Station ) $\overline{x}$ 取回电子屏主题区(上水站)

环回电子屏主题区 Transvision Ring Domination

每周媒体价格 Gross Weekly Rate (HK\$)

· 40 分钟电视广告全包

40 Minutes TVC Air-Time Full Domination

• 主题区贴纸

Transvision Ring Zone Sticker Wrapping

· 墙壁横额 (SHS-SA105)

Header Board Sticker (SHS-SA105)

· 墙贴

Power Banner

自选形式 Optional Format	数量 Pcs	大约尺寸 Approx. each size
地面贴纸	1	4,500mm (W) x 4,500mm (H)
Floor Sticker		

视频格式	Video Format
WMV	WMV
上刊日期	Commencement Date
逢周三/四	Wednesday or Thursday
播放时间	Operating Hour
每天 19小时 (6 a.m 1 a.m)	19 Hours Per Day (6 a.m 1 a.m.)

- · 为免影响等离子电子屏的显示效果,影片的定格画面不能超过2秒或以上。
- · 电视广告片长不建议超过一分钟。 · 所有创意及电视广告片须经审批。
- · To avoid affecting the display quality of Transvision TV, still picture cannot be displayed more than 2 seconds.
- $\cdot$  TVC lasting longer than 1 minute is not preferred.
- · All creative and TVC are subject to approval.

## Sizes And Proposed Materials ( Sheung Shui Station ) 媒体尺寸及建议物料(上水站)

形式 Formats	数量 Pcs	大约尺寸 Approx.	建议物料 Proposed Materials
环回电子屏主题区 Transvision Ring Domination			
天花贴纸 Ceiling Sticker	4	1,300mm (W) x 1,500mm (L)	
电子屏旁贴纸 Sticker Next To TV	3	240mm (W) x 600mm (H)	麦可贴可拆卸贴纸及1 毫米 Forex 板 Mactac Removable Sticker And 1mm Forex Board
环回电子屏底部贴纸 Sticker At Bottom Part Of Transvision Ring	1	2,000mm (Diameters)	
墙壁横额 (SHS-SA105) Header Board Sticker (SHS-SA105)	1	9,100mm (W) x 1,800mm (H)	可拆卸贴纸 Removable Sticker
墙贴 Power Banner	1	4,700 mm (W) x 560mm (L)	可拆卸贴纸 Removable Sticker
自选形式 Optional Format			
地面贴纸 Floor Sticker	1	4,080mm (W) x 4,200mm (H)	3M地面贴纸 3M Floor Sticker

## **Remarks** 备注

预约	Booking
· 所有形式的媒体发布在旺季期间会增加10%的费用。请以旺季年历为准。	• 10% peak season loading applies on all formats during peak seasons. Please refer to the rate card calendar for details.
· 所有预订会以先到先得的形式,最终视媒体档期而定。	$\bullet$ All bookings are accepted on first-come-first serve basis and subject to availability at the time of request.
· 为免影响等离子电子屏的显示效果,影片的定格画面不能超过2秒或以上。	• To avoid affecting the display quality of Transvision TV, still picture cannot be displayed more than 2 seconds.
• 电视广告片长不建议超过一分钟。	• TVC lasting longer than 1 minute is not preferred.
· 所有广告设计及创意须经审核。	Creative design, artwork, materials, mechanics and logistics are subject to censorship.
·除特别说明,最短预定期限为连续的4周。	• Minimum booking period is 4 consecutive weeks unless specified.
·每小时广播包括12分钟预先设定的内容及8分钟推广资讯。 内容如有变更,恕不另行通知。	Each hour of air-time broadcast includes 12 minutes of pre-set content and 8 minutes infotainment. All pre-set content is subject to change without prior notice.
· 电视广告档期以环回电视主题区全复盖作优先,雅仕维将于两星期前预先通知电视广告客户。	• TVC availability is subject to preemptions of air-time domination. 2 weeks prior notice will be given when pre-emption occurs.
制作	Production
<ul><li>所有喷绘,安装和拆卸必须由雅仕维安排,费用将另行报价。</li></ul>	• Printing, installation and dismantling must be handled by Asiaray and are subject to separate quotation.
·制作费用将按要求个别报价。	Production cost will be quoted upon request.
视频转换收费	Conversion Fee
• 套装价格包括一次视讯转换收费。	• Included in the package.
·如客户于预订中递交多于一个版本的电视广告片,每一版本将收取港币 \$2,000。若递交多于三个版本或以上的广告片,每一版本将收取港币 \$1,500元。	<ul> <li>For submission of additional versions of TVC for one booking, conversion fee will be charged at HK\$2,000 for each; for the submission of 3 or more versions, conversion fee will be charged HK\$1,500 for each.</li> </ul>
・如客户延迟递交视讯资料・将收取额外费用。	For late submission of material, fee will be charged.
付款条件	Terms of Payment

·如客户延迟递交视讯资料,将收取额外费用。

• Full payment in advance.

## Transvision Ring Video Format Guideline 环回电子屏影片格式指引

格式指引	Format Guideline
影片	Video
全高清播放	High-definition (HD)
形式	Format
WMV	WMV
编解码器 ID / Info	Codec ID / Info
Windows Media Video 第九号版	Windows Media Video 9
比特率模式	Bit Rate Mode
可变动	Variable
整体最高比特率	Maximum Overall Bit Rate
10,000 Kbps (最高)	10,000 Kbps (MAX)
比特率	Bit Rate
9,000 Kbps (最高)	9,000 Kbps (MAX)
<b>阔度</b>	Width
1,920 像数	1,920 Pixels
高度	Height
1,080 像数	1,080 Pixels
萤幕长宽比	Aspect Rate
Display 16:9	Display 16:9
画面更新率	Frame Rate
25.000 fps	25.000 fps
音讯规范	Audio Specification
-6 分贝	-6 dBFS
最后视讯递交日	Material Deadline
上画前十日	10 working days before on-air

## Peak Season Calendar

旺季年历

#### **Peak Season Calendar 2018**

2018年旺季年历

		J	anua	ary		
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
			Apri			
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24				28
29	30					
23						
			Lord			
Sun		Tuo	July		Eci	Cat
	Mon	Tue 3	Wed	Thu	Fri 6	Sat 7
1	Mon 2	3	Wed 4	Thu 5	6	7
1 8	Mon 2 9	3 10	Wed 4 11	Thu 5 12	6	7
1 8 15	Mon 2 9	3 10 17	Wed 4 11 18	Thu 5 12 19	6 13 20	7 14 21
1 8 15	Mon 2 9 16 23	3 10 17 24	Wed 4 11	Thu 5 12	6 13 20	7 14 21
8 15 22	Mon 2 9 16 23	3 10 17 24	Wed 4 11 18	Thu 5 12 19	6 13 20	7 14 21
1 8 15 22	Mon 2 9 16 23	3 10 17 24	Wed 4 11 18	Thu 5 12 19	6 13 20	7 14 21
1 8 15 22	Mon 2 9 16 23	3 10 17 24 31	Wed 4 11 18	Thu 5 12 19 26	6 13 20	7 14 21
1 8	Mon 2 9 16 23	3 10 17 24 31	Wed 4 11 18 25	Thu 5 12 19 26	6 13 20	7 14 21
1 8 15 22 29	Mon 2 9 16 23 30	3 10 17 24 31	Wed 4 11 18 25	Thu 5 12 19 26	6 13 20 27	7 14 21 28
1 8 15 22 29	Mon 2 9 16 23 30	3 10 17 24 31	Wed 4 11 18 25 Wed	Thu 5 12 19 26 Thu 4	6 13 20 27	7 14 21 28 sat 6

**18** 19 20 21 22 23

25 26 27 28 29 30

24

28 29 30 31

21 22 23 24 25 26 27

备注:旺季月份需按基本租金额外支付10%的附加费用。 Remarks: 10% peak season loading will be applied. **16** 17 18 19 20 21 22

<sup>23</sup>
<sub>30</sub>
<sup>24</sup>
<sub>31</sub>
<sup>25</sup>
<sup>26</sup>
<sup>27</sup>
<sup>28</sup>
<sup>29</sup>

旺季 Peak Season

#### **Peak Season Calendar 2019**

2019年旺季年历

		J	anua	ary		
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
			Apr	i		
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
L4	15	16	17	18	19	20
21	22	23				27
28	29	30				
20	23	30				
			Levis	_		
	Man	Tuo	July		Eei	Cat
un	Mon 1	Tue	Wed	Thu	Fri 5	Sat 6
	1	2	Wed 3	Thu 4	5	6
7	8	2	Wed 3 10	Thu 4 11	5 12	6
7	1 8 15	2 9 16	Wed 3 10 17	Thu 4 11 18	5 12 19	6 13 20
7	1 8 15 22	<ul><li>2</li><li>9</li><li>16</li><li>23</li></ul>	Wed 3 10 17 24	Thu 4 11 18	5 12 19	6
14 21	1 8 15 22	2 9 16	Wed 3 10 17 24	Thu 4 11 18	5 12 19	6 13 20
7 14 21	1 8 15 22	<ul><li>2</li><li>9</li><li>16</li><li>23</li></ul>	Wed 3 10 17 24	Thu 4 11 18	5 12 19	6 13 20
7 14 21	1 8 15 22	2 9 16 23 30	Wed 3 10 17 24	Thu 4 11 18 25	5 12 19	6 13 20
7 14 21	1 8 15 22	2 9 16 23 30	Wed 3 10 17 24 31	Thu 4 11 18 25	5 12 19	6 13 20
7 14 21 28	1 8 15 22 29	2 9 16 23 30	Wed 3 10 17 24 31	Thu 4 11 18 25	5 12 19 26	6 13 20 27
7 14 21 28	1 8 15 22 29	2 9 16 23 30	Wed 3 10 17 24 31 Wed	Thu 4 11 18 25 Thu	5 12 19 26	6 13 20 27

**17** 18 19 20 21 22 23

24 25 26 27 28 29 30

旺季 Peak Season

20 21 22 23 24 25 26

**27** 28 29 30 31

备注:旺季月份需按基本租金额外支付10%的附加费用。 Remarks: 10% peak season loading will be applied. 22 23 24 25 26 27 28

29 30 31

## Commencement Table

#### **Commencement Table**

#### 上刊时间表

形式/日期	Format / Date	星期一 Monday	星期二 Tuesday	星期三 Wednesday	星期四 Thursday	星期五 Friday	星期六 Saturday	星期日 Sunday
四封灯箱(分站购买)	4-Sheet Panel (Station Buy)					٧		
四封灯箱(广告套餐)	4-Sheet Panel (Package Buy)					٧	٧	
十二封灯箱(分站购买)	12-Sheet Panel (Station Buy)					٧		
十二封灯箱(广告套餐)	12-Sheet Panel (Package Buy)					٧	٧	
扶手电梯广告牌(分站购买)	Escalator Crown (Station Buy)			<b>V</b>				
扶手电梯广告牌(广告套餐)	Escalator Crown (Package Buy)			٧	٧			
大型广告灯箱	Spectacular				٧			
接驳巴士车身广告	Feeder Bus			٧				
电视旁车厢咭	Banner Next to TV		٧	٧				
车厢咭广告	Tube Card Network		٧	٧				
车门视窗贴纸	Train Door Window Sticker			٧				
车门全复盖	Train Door Domination			٧				
车窗贴纸广告	Saloon Window Sticker			٧				
车厢孖宝广告	In-Train Combo			٧				
车窗贴纸增大广告	Saloon Window Sticker With Extension			٧				
车窗全复盖广告	Saloon Window Full Domination			٧				
椅旁玻璃贴纸	Glass Pane Sticker			٧				
180°车厢视觉地带	180° In-Train Domination			٧				
轻铁车厢咭广告	Light Rail Card Network		٧	٧				
轻铁车身全包广告	Light Rail Full Train Wrapping		٧					
轻铁内包车广告	Light Rail Full Train Interior Domination		٧					
创意媒体广告形式	Feature Ad Format			٧	٧			
数码媒体形式	Digital Format			٧	٧			

<sup>\*</sup>任何于非常规日子的安装和/或拆卸,其费用将另行收取及报价。 \*For any installation and/or dismantling on irregular days, odd day charge shall be applied and subject to separate quotation.

## Terms & Conditions

- 1.1. (a) The expression "the Company" shall mean "Asiaray Metro Media Limited" and shall include its successors and assigns.
  - (b) The expression "the Advertiser" shall mean the person, firm or company placing the Booking or signing this Agreement and shall include its Client whom shall be named before placing the Booking or signing of this Agreement.
- 1.2. Without prejudice to any right that the Company may have against the Client, 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 the Client in all matters connected with the signing of this Agreement and the placing of Booking and their amendment.
- 1.3. The placing of Booking, the de facto performance of this Agreement or the signing of this Agreement by the Advertiser shall constitute acceptance by the Advertiser of the General Terms and Conditions of this Agreement without reservation which shall override and exclude any other terms stipulated, incorporated or referred to by the Advertiser whether prior to or at the time of this Agreement. No modification of these terms shall be effective unless made by express written agreement between the authorised persons of parties.
- 1.4. No Booking placed with the Company shall be deemed to be accepted until the Booking confirmation is approved by the Company and this Agreement is counter-signed by the Company.
- 1.5. The Advertiser shall have no rights to change, amend, cancel or otherwise terminate this Agreement without prior written consent by the Company once this Agreement is counter-signed.
- 1.6. In the event of late delivery or non-delivery of the advertising materials by the Advertiser or its contractors, resulting in failure of the Advertisement to be displayed on the commencement date, the Advertiser shall nevertheless have to pay the advertising fee and related charges in full. The Company shall not be responsible for any loss or damage to the advertising materials late-supplied by the Advertiser. During any period of non-display of Advertiser's materials, the Company shall have the absolute right to display any advertising materials featuring any organization(s) including but not limited to any charity organization(s) and MTRCL.
- 1.7. All advertising materials will be disposed of after display unless a completed "Poster Collection Form" is received from Advertiser not less than 7 days prior to the end of display period and such "Poster Collection Form" will be made available to the Advertiser upon request.
- 1.8. The Advertiser shall be responsible for the design of the Advertisement to be displayed on the Sign. The Advertiser warrants that no Advertisement shall be in breach of any prevailing legislation or regulatory requirement(s) or any copyright or be defamatory of any third party. The Advertiser shall indemnify and keep indemnified the Company against all claims demands proceedings, damages, costs, charges, expenses arising from or in connecting with any claims by a third party relating to, resulting from, or in connection with a breach(es) of the above warranties.
- 1.9. 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 agreement relates, but so far as concerns the subject matter or content of the advertisement itself the Advertiser will indemnify the Company against any or all liabilities and will be responsible therefor. Below is a list of examples, but exhausted to set out some Advertisement not accepted for, or retained on, display on any MTRCL media if they:
  - (a) Do not comply with any laws and regulations of Hong Kong or Regulations/ By Laws of MTRCL; or
  - (b) Conflict with any applicable codes of advertising practice which may be issued by any governmental or regulatory authority whether official or semi-governmental or not from time to time; or
  - (c) Violate or intrude any privacy of a living individual; or
  - (d) Contain illustrations whether in part or in whole which 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 prior to display and is produced to the Company and/ or MTRCL. The Company and MTRCL shall require an indemnity against any action by that person or on the person's behalf before such illustrations, quotation, or references will be accepted; or
  - (e) Suggest, encourage or endorse any unsafe practices; in particular, attention shall be drawn 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; or
  - (f) Contain any unfair or unproven accusations or criticisms; or
  - (g) Contain any descriptions, claims or illustrations which directly or impliedly mislead the public about the products or services advertised; or
  - (h) 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. Display, make reference to or contain any features or images which resembles any logo, signages, 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.
  - (i) Contain any materials, whether directly or by implication, any statement or suggestion which: i) is defamatory in nature; or which disparages or denigrates other products, services or business competitors or persons or companies; or ii) 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 for approval. MTRCL and 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; or
  - (j) Contain any materials which 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; or
  - (k) Are potentially to damage or cause to damage or create negative impressions on the image of MTRCL or of the Company or of Hong Kong in any way; or
  - (I) 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 or such other relevant authority; or
  - (m) Promote or advertise and films and television programmes and: such films and/or television programmes have been classified as obscene under the Control of Obscene and Indecent Articles Ordinance or its amendments; or
  - (n) Promote or advertise any films and television programs if the advertisements of such films or television programs are depicting murder, scene of terror or horror, acts of violence, controversial religious issues, nudity or implying any sexual connotation which will be subject to thorough and vigilant examination and may be rejected; or
  - (o) Reproduce or contain a reproduction of, whether in scale or, any Hong Kong currency note or any part thereof; or involve or consist of any makings of anything which resembles a Hong Kong coinage in shape, size or in substance of which it is made, except with the prior written consent of the Hong Kong Monetary Authority; or
  - (p) Create any nuisance or inconvenience to or offend the public, or any ethnic, religious or other groups of whatever nature whether political or not on account of the nature of the product or service being advertised or because of the wordings or of the product or services displayed by the Advertisement, or the possibility of its defacement; or;
  - (q) Contain any materials or convey any messages that may directly or indirectly suggest, endorse or provoke discrimination (including but not limited to sex, religion, age, race, jobs, financial position or disability) or to humiliate, stigmatize or undermine the status or standing of any identifiable group of persons; or cause racial hatred or give rise to strong racial feeling; or may directly or indirectly result in or incite racial controversy, conflict or discrimination: or
  - (r) Contain any statements, visual and/or audio presentations or messages which are likely to be immoral; or which may 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 may promote, support or are in any way connected with any terrorists activities or organizations; or which are otherwise in any way causing any discomfort, fear, distress, embarrassment or distaste to the public.
  - (s) Are of a political nature and which: (i) do not clearly state the organization or party involved; or (ii) cause or incite activities which break the law or which cause nuisance to the public; or (iii) cause political unrest or incite political controversy; or (iv) in any way suggest or imply that any political stand or viewpoint is taken by MTRCL and/or the public;
  - (t) Are 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 relating to the nature and objective of the promotion and also the source of its funding; or
  - (u) 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.

- 1.11. Notwithstanding any contrary approval given by the Company prior to the display, the Company shall have the right at any time to refuse to display or continue to display or dismantle any Advertisement if the Advertisement content has threatened or is likely to threaten the public (including but not limited to haunted, sexy, gambling, alcohol or political related) or if in its sole opinion and discretion any Advertisement is objectionable, unsuitable, impracticable or likely to give rise to an offence or in any way assembles the look of signage used by MTRCL. In such event, this Agreement in whole or in part may be terminated by the Company forthwith at its sole discretion, without any responsibility or liability on the part of the Company and to the extent not so terminated this Agreement shall continue in full force and effect.
- 1.12. The Advertiser understands that compartment combinations are subject to MTRC train schedule and the Company shall have the right at any time to relocate, resize, reinstall, remove or re-erect any advertising units which are for the display of the Advertisement upon the request from MTRCL.
- 1.13. All agreements are subject to pre-emption accordingly to the Pre-emption Policy and the Advertiser accepts the advertising schedule determined by the pre-emption structure. In this case, the Company shall endeavour to re-schedule the pre-empted display with the consent of the Advertiser but if it fails to do so and such failure is within its control, the Company shall only be liable to give credit to the Advertiser in respect of a proportionate part of the charge paid by the Advertiser for the period of non-placement and in no event shall the Company be liable for any consequential loss or loss of profit arising.
  - (a) Feature advertising formats pre-empt Standard advertising formats.
  - (b) For digital products, Zone Domination pre-empts TVC Air-Time.
- 1.14. Unless otherwise stipulated by the Company, all advertising fee or any charges shall be payable in advance. Time is of essence under this Agreement. In the event that the Advertiser fails to pay the advertising fee or any charges hereby reserved or any part thereof (whether formally demanded or not), the Company shall reserve its right to terminate this Agreement, or suspend/ cancel any Advertisement of the Advertiser unless the said payment is fully settled. The Company may at its option charge an overdue interest at 2% per annum above the best lending rate quoted by the Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the day immediately following such due date until payment received thereof. Payment shall be made in Hong Kong dollars (unless otherwise specified) unconditionally at the office of the Company without any deduction by reason of any alleged counter claim or otherwise howsoever. The exercise of the above-mentioned right by the Company in the above-mentioned case shall not constitute any waiver of the obligation of Advertiser to pay for the outstanding amount for the Agreement.
- 1.15. Each agreement is subject to the payment of a deposit and an Agreement 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 Advertisement. For any agreement with Advertisement for a display period of 8 weeks or less, payment in full is required in advance 2 weeks before this Agreement starts. The deposit will be refundable without interest upon expiry of the full agreement period where all outstanding sums to the Company pursuant to the particular agreement has been settled in full. The deposit is not allowed to set off against the Company's invoices during the continuance of this Agreement. Transfer of deposit from one agreement to another is allowed only if all outstanding sums to the Company under that particular agreement have been fully settled.
- 1.16. The Company shall use all reasonable endeavours to display the Advertisement on the display dates specified on this Agreement but such dates shall not be of the essence of this Agreement 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 Advertisement for whatever reason or for any loss, indirect, consequential or otherwise arising therefor.
- 1.17. Save where it is conclusively proven that the Advertiser has sustained any loss or damage directly and solely caused by the gross negligence or wilful misconduct of the Company, the Company shall not be liable to the Advertiser for any loss or damage sustained by the Advertiser in contract, tort or otherwise arising out of or in connection with this Agreement or its implementation by the Company.
- 1.18. The Company shall be under no liability for loss of or damage to Advertisements/ advertising material supplied to the Company except insofar as such loss or damage is solely due to the fault and gross 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 Advertisement.
- 1.19. Notwithstanding anything contained in this Agreement to the contrary, the Company shall not be liable to the Advertiser for any indirect or consequential loss or damage (including loss of profits) arising out of or relating to this Agreement or its implementation.
- 1.20. The due performance of this Agreement is subject to suspension, variation or cancellation by the Company by reason of war, crime, riot, traffic accident, explosion, fire, flood, strike, lock-out, demand to dismantle by public parties including but not limited to police or fire department.
- 1.21. The Company reserves the right to reject any materials which is considered deteriorated or obsolete. For the purpose of proper maintaining the images of the Advertiser and the Company, in case of the displayed poster worm-out and or deemed not suitable for further display, the Company may dismantle the poster and/or replace it with a new one at Advertiser's costs and expenses.
- 1.22. The Company shall not be responsible for any loss or damage arising from or in relation to bad weather such as thunderstorm, typhoon, heavy rain or any under unsafe or unfavorable conditions such as road blocks during festival periods, like the New Year, the Christmas Eve or other festival events. In the event that upon request from the public authority or for the sake of public safety due to bad weather or other cause, the Company need take action to dismantle or fasten to secure any advertisement materials in full or in part and the Company shall not be liable for such action and the Advertiser shall also bear the re-instatement costs of re-display the Advertisement if the Advertiser chooses to re-display the Advertisement thereafter.
- 1.23. Where applicable, for the sake of the public safety, under bad or adverse weather, such as typhoon or cyclone, rainstorm or the like, the Company has the right, at the cost of Advertiser, to dismantle the advertisement material or put the rope to secure the vinyl signature under the safety policy or other prevention system in accordance with the requirement of owner of the property or the Government of HKSAR. The Company shall have absolute discretion to exercise such right and shall not be responsible for any loss or damage whatsoever suffered or incurred by the Advertiser and any cost of re-instatement and re-production of the materials shall be at the cost of Advertiser.
- 1.24. In the event of any person, employee, officer, director or agent of the Advertiser has to visit the venue for visiting, meeting, or otherwise communicating with the public whether or not any distribution of any materials on the spot, the Advertiser shall procure, conclude and maintain a General Liabilities Insurance to cover such event. The Company shall have the right to demand a Certificate of Insurance relating thereto and the Company shall be named as one of the co-insured providing that such insurance shall not be deemed as a waiver of the Company to seek any legal remedies against the Advertiser. The Advertiser shall hold the Company harmless and free from harm in the event of any claim, complaint, legal proceedings by a third party arising out of or in relation with or in connection with any act or failure to act or omission of such person, employee, officer, director or agent of the Advertiser in or during the event.
- 1.25. Any interruption of display, suspension of display, non-display or discontinuance of display of the Advertisement due to or caused by any cause beyond the Company's control shall not constitute any waiver of the obligation of the Advertiser to pay or entitle the Advertiser to terminate this Agreement. Any costs and expenses incurred due to the re-instatement of the display shall be at the cost of Advertiser.
- 1.26. The Advertisers shall not assign any benefit under this Agreement without the consent in writing of the Company.
- 1.27. The Company reserves the right at any time by not less than 6 weeks notice in writing served on Advertiser to alter the rates chargeable hereunder and any these terms and conditions of this Agreement.

  Any such alterations shall take effect on the date specified by the Company or 6 weeks after service of written notice on Advertiser whichever shall be the later. The Advertiser shall be entitled to cancel or terminate this Agreement, within 6 weeks after service of the particulars of changes by the Company, provided that the due payable amount of this Agreement is paid by the Advertiser.
- 1.28. The Company shall be entitled to a general lien on all advertisement in the Company's possession for all sums, whether liquidated or qualified or not, due from the Advertiser to the Company.
- 1.29. 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 this Agreement or such other address as may be notified in writing from time to time 48 hours after posting.
- 1.30. This Agreement shall be governed by and constructed in accordance with the laws or Hong Kong SAR and the Advertiser submits to the exclusive jurisdiction of the courts of Hong Kong SAR.

- 1.1. (a) "本公司"指"ASIARAY METRO MEDIA LIMITED",包括其承继人和受让人;
  - (b) "广告商"指预订广告或签署本协议的人,商行或公司,包括其在预订广告或签署本协议前指定的客户。
- 1.2. 在不损害本公司可能拥有的权利的前提下,广告商作为广告中介并对本协议项下一切款项承担支付责任。广告商是具有代表客户处理与本协议的签署,广告预订及其变更有 关事官的充分权利。
- 1.3. 广告商预订广告或签署本协议,即视为接受本协议的所有条款,并且认可本协议取代并排除广告商约定的,订立的或提及的其他任何条款。对该等条款的任何订立、变更或 终止,均需由本协议双方授权代表以书面方式签署,否则无效。
- 1.4. 广告预订确认书必须经过本公司同意并由本公司与广告商共同签署协议后,方可视为本公司认可广告商的广告预订。
- 1.5. 本协议一经共同签署,广告商则无权取消或终止本协议,本公司书面同意的除外。
- 1.6. 若广告商或其承包商迟延交付或未交付广告材料,导致广告未能在开始日展示,广告商仍应全额支付广告费及相关费用。对于广告商迟延提供广告材料所导致的任何损失或 损害,本公司均不承担任何责任。广告商的广告材料尚未展示期间,本公司享有绝对的权利展示特写任何组织(该等组织包括但不限于慈善机构以及香港铁路有限公司 (东 铁线、西铁线、马鞍山线及轻铁)) 的广告。
- 1.7. 广告商需要在广告画面离发布结束不少于7天前,按要求提供一份有效的"画面保留表",否则广告画面将会在发布结束后转由雅仕维处理。
- 广告商负责广告牌上待展示广告的设计,并保证一切广告均不会违反任何现行有效的法律、法则、守则、操守、指引或监管要求,不会侵犯任何著作权、版权或其他知识产 权或损害任何第三人的名誉。若因违反上述保证导致第三人对本公司提出主张、要求,提起诉讼、要求公司支付赔偿金,或导致本公司由此发生费用、付费、支出,则广告 商应向本公司做出弥偿,使本公司免受任何损害。
- 1.9. 若广告存在以下情形,将不予认可、保留或在任何香港铁路有限公司(东铁线、西铁线、马鞍山线及轻铁)媒体上展示:
  - (a) 不符合香港法律或法规以及香港铁路有限公司(东铁线、西铁线、马鞍山线及轻铁)的章程细则的要求;

  - (b) 与任何适用的、由政府部门或监管机构不时发布的广告业规范相冲突; (c) 包含可能侵犯任何人或实体的著作权、商标权或其他知识产权的材料;
  - (d) 包含描述或可能被合理视为描述、引用或提及现仍存活的人的图片,但已取得该人书面同意并出示给本公司和(或)香港铁路有限公司 (东铁线、西铁线、马鞍山线及 轻铁)的除外。在认可该等描述、引用或提及之前,本公司和香港铁路有限公司(东铁线、西铁线、马鞍山线及轻铁)有权获得保证,保证本公司和香港铁路有限公司(东
  - 铁线、西铁线、马鞍山线及轻铁)免于承担由该人或代表该人提起的诉讼所引起的任何责任和损害; 建議、鼓勵或支持所有不安全的行為;特别是,有关兒童的安全、利益及福利等以確保沒有任何表達方式、視覺或音頻介紹及訊息有可能對儿童構成肉體、精神或道德 上的傷害,或利用儿童的未成熟、不諳世故、無知或意向,以誤導他們的所見所聽所聞的。
  - 包含所有不合理或未經證明的指責或批評。
  - (g) 包含令公眾對廣告產品或服務存有直接或間接性誤導的描述, 声称及例证。
  - (h) 仿效或複製其他新產品或服務,包括作品、設計、商业名稱、商標、視覺、音頻的介紹,在任何情況下對誤導公眾造或忧乱视听的,或含任何标式、图象類似港鐵商 標、標識、路線圖、車站圖表及圖解、設計或形象(不論是否已登記)的特徵或圖像,對公眾造成誤導或混亂的。
  - 包含任何資料,陈述或建議不论直接或間接地。
  - I. 含誹謗成份,歧視或詆毀其他產品、服務或商業對手、个人或公司;或
  - II.除非預先得到合法权利人的书面同意書,並獲得批准,否則比較式廣告的商標、版權、專利、設計及其他可会引起争议或法律程序的知識產權將被嚴密地詳細审核。 在审批前,香港铁路有限公司及或本公司有权要求客户就潜在的声称及成法律行动出具担保函,使香港铁路有限公司及本公司免受任何损失及或损害
  - 包含任何對宗教有攻擊或詆毀的資料,或在任何情況下介紹或形象化任何宗教或神聖的物體或題材,而冒犯或導致觀眾焦慮、不安以及直接或問接地產生或引发宗教爭 议、衝突或歧視.
  - 有可能以任何方式损害香港铁路有限公司 (东铁线、西铁线、马鞍山线及轻铁)或本公司的形象或制造香港铁路有限公司 (东铁线、西铁线、马鞍山线及轻铁)或本公司负
  - 为尚未取得电视和娱乐许可部门公开播映许可或未出示电视和娱乐许可部门所颁许可证的电影做广告。
  - (m) 为尚未取得电视和娱乐许可部门公开播映许可或未出示电视和娱乐许可部门所颁许可证的电影做广告。
  - (n) 描述或涉及下流、淫秽、暴力、恐怖、裸体、不雅或不道德内容;因展示广告所涉产品或服务的性质、广告用词或广告产品或广告可能毁损而冒犯公众人士、旅行或任 何种族、宗教,组织或其他团体。
  - (o) 生產或複制任何香港貨幣或其任何部分,不論是否按比例,包括任何類似的形狀,大小或與香港貨幣的所有商標之製作,預先得到香港金融管理局的書面同意的除外。
  - 任何廣告產品、服務或字句的展示构成滋扰、不便或觸犯任何公眾、種族、宗教或其他組織不论是否政治组织等的不安;或
  - 包含所有表達、建議、支持或挑釁歧視的任何信息包括性別、宗教、年齡、種族、工作、財政狀況或傷殘」或欺凌;不論是直接或間接地傷害或破壞任何組織或人士;或 直接或間接地产生的種族仇恨、種族爭议、衝突或者歧視;或
  - 包含可能是不道德的陈述、視覺或音頻的展示或信息:或可会反對已受广泛承認的標準或社會或文化的標準:或描述、建議得褻或得褻:或描述人、動物或其身體當性對象: 或鼓勵,支持或挑釁人身侵犯或反社會行為;或促進,支持或在任何情况下和任何恐怖活动或组织有关;或導致公眾产生難受、恐懼、困厄、困窘或者厭惡的。
  - 為政治本質的, 而當中
    - i)沒有清楚说明该組織及其所包括的派別。
    - ii) 導致或激發違反法律或滋扰公眾的活動。
    - iii) 導致或激發政治不安或爭論。
    - iv) 建議或暗示该政治立場或觀點为港鐵或公众的立場或观点。
  - 若有政治本質的,須預先征得本公司審批及認可,若本公司认为必要的,本公司有權要求內容之證實或進一步要求有關推銷品之本質和宗旨的補充資料及支持文件以及 其資金來源。
  - (u) 在任何情況下引致即時性或潛伏性的社會動盪或激發社會爭议,或有機會在港鐵系統引致觀眾或群眾的聚集或逗留,或對公眾造成不便或滋扰。
- 1.10. 广告商应将一切待展示的广告美术品和设计提交本公司审查。任何未通过美术品和设计审查并经本公司书面确认的广告,均不得展示。
- 1.11. 本公司有权在任何时候拒绝展示或继续展示其认为令人反感的、不适当的、不可行的或可能导致冒犯他人、或以任何方式组合香港铁路有限公司 (东铁线、西铁线、马鞍山 线及轻铁)所使用的指示标志外观的一切广告。在该等情况下,本公司可立即终止部分或全部协议,且不承担任何责任或债务,而未终止部分的协议仍完全有效。
- 112 一经香港铁路有限公司(车铁线、两铁线、马鞍山线及轻铁)要求。本公司有权在任何时候重新部署、安装、移动或树立供展示广告所用的广告单位。或调整其尺寸。
- 1.13. 所有广告媒体确认须受优先安排管制,而广告客户须接受基于该优先权架构所作出的展示广告安排。在取得广告客户同意下,本公司会尽力争取作出展示广告安排,但在本 公司可控制的情况下,而未能作出安排,本公司将就未展示广告期间而酌情按比例收取费用。无论何种情况下,本公司概不承担任何间接损失或由此产生的利润损失。
  - (a) 特色(创意)广告优先干标准格式广告。
  - (b) 电视广告档期以环回电视主题区全覆盖作优先。
- 1.14. 一切广告费用或任何应付费用应当一律预先支付,本公司另有规定的除外。若广告商未能支付本协议项下的全部或部分广告预定的广告费用或其他付费(无论是否经正式要求),本公司有权终止本协议,或者中止、取消广告商的任何广告,直至该等款项全额结清。本公司有权按现行香港上海汇丰银行不时所颁布的最佳贷款年利率加上2%,收 取应付款日至该等款项结清之日间的逾期付款利息。本公司在上述情形下行使上述权利,并不构成本公司对广告商支付尚未支付款项义务的豁免。

- 1.15. 各具体协议的生效均以支付保证金为前提。如该前提未能满足,本公司有权撤销相应协议。本公司拥有绝对的权利主张相当于各广告展示8周所需付费的保证金。对于为期8周或8周以下广告展示的具体协议,保证金须在具体协议开始执行前提2周前全额支付。若根据具体协议应付本公司的未付款项已全部结清,该等保证金应在全部协议有效期间届满时全额退还给广告商,但不计利息。在协议存续期间,该保证金不得因本公司发票而抵销。若某具体协议项下应付本公司的款项已全额结清,该具体合同项下的保证金可结转至另一具体合同项下。
- 1.16. 本公司应尽其合理努力在本协议规定的展示日展示广告,但该展示日并非本协议至关重要的因素。任何情况下,对于因任何原因所致的未展示或迟延展示广告所产生的损害赔 偿或其他损失,或由此产生的任何附带性损失或其他损失,本公司均不承担赔偿责任。
- 1.17. 对于广告商因本协议产生的、与本协议有关的或与本公司执行本协议有关的合同、侵权或其他方面的任何损失或损害,本公司均不承担赔偿责任,有确凿证据证明广告商所遭受的损失或损害完全是由于本公司的重大过失或故意不当行为直接导致的除外。
- 1.18. 对于广告商和(或)提供给本公司的广告材料的损失或损害,本公司不承担任何责任,该等损失或损害完全是由本公司或其雇员的过错和重大疏忽造成的除外;在任何情况下,本公司的赔偿责任均不应超过广告商遭受毁坏或损害的广告的原始成本。
- 1.19. 尽管本协议有其他相反规定,对于广告商因本协议产生的、与本协议有关的或与本公司执行本协议有关的任何间接或附带性损失或损害(包括但不限于生意损失、利润损失等),本公司均不承担责任。
- 1.20. 本协议的正常履行将会因战争、暴乱、爆炸、火灾、洪水、罢工、闭厂或其他超出本公司控制范围的事由影响而中止、变更或取消。
- 1.21. 本公司有权利在广告投放日期前或内, 拒绝有损坏或不合适的物料于广告位内,以维护本公司或广告客户的形象, 本公司有权把破旧的广告画卸下或更换,卸下或更换费用将由客户承担。
- 1.22. 本公司不會負責任何由于因天氣變壞,例如雷暴、颱風、暴雨或任何不安全的情況導致的損失,如因節日新年或耶艇節等節日采取的封路及或路障所造成的損失。 若因恶劣天 气或遭官方或公眾要求部分或全部下畫,本公司不會承擔其責任;并且就以上情況而產生的上下畫或製作等費用,概由客戶自行承擔。
- 1.23. 為顧及公眾利益,在任何恶劣天氣情況下,本公司有權因颱風或暴雨因素按特區政府的公共安全政策下或应其防预防措施项下的要求,作下畫或加上繩索搏緊看板來保障安全, 费用由客户承担。本公司对上述的行为有绝对的行使权,客户不得异议,并就以上情況而產生的上下畫及製作費用,需由客戶承擔。
- 1.24. 若客户的任何人士,包括客户的员工、职工、管理人、董事或代理人等在廣告期进場进行会面、探访、沟通公众人士的,不论是否在会場内派发传单与否,客户以本公司为共同投保人必須為其購買一般责任险保險。本公司有權要求客戶出示保險證明书,购买保险并不会构成对本公司向客户索赔的豁免。若客户的任何人士,包括客户的员工、职工、管理人、董事或代理人等在廣告期进場的行为及或不行为引致他人对本公司、香港铁路有限公司进行索赔所产生的损失或损害,客户弥补本公司所有损失及或损害,并确保本公司免受该等的损失及或损害。
- 1.25. 任何因超出本公司控制范围事由而导致广告展示受到干扰、暂停展示、未能展示或中止展示,将不构成广告商支付义务的豁免,广告商亦无权因此终止本协议。任何因广告重 新安装而产生的开支及费用,须由广告商承担。
- 1.26. 未经本公司书面同意,广告商不得转让其在本协议项下的任何利益。
- 1.27. 本公司有权在任何时候以至少提前6周书面通知广告商的方式,变更本协议项下的费率以及本协议的任何条款。任何该等变更自本公司确定的日期或书面通知抵达广告商6周后(以较迟发生者为准)生效。广告商有权在接受有关变更详情的通知后6周内,取消或终止本协议,但广告商仍应支付其在本协议项下应付款项。
- 1.28. 就广告商应付本公司的全部款项(无论该等款项是否清算或符合条件),本公司对由本公司占有的一切广告拥有普通留置权。
- 1.29. 本协议项下的通知可由专人或邮寄交付或发出。若是由专人发出的,在交付时视为送达;若是以邮寄方式发送至本协议规定的各方地址或各方以书面形式随时通知的其他地 址。在投邮后48小时视为送达。
- 1.30. 本协议受香港特别行政区法律管辖,且广告商同意服从香港特别行政区法院的专属管辖。