



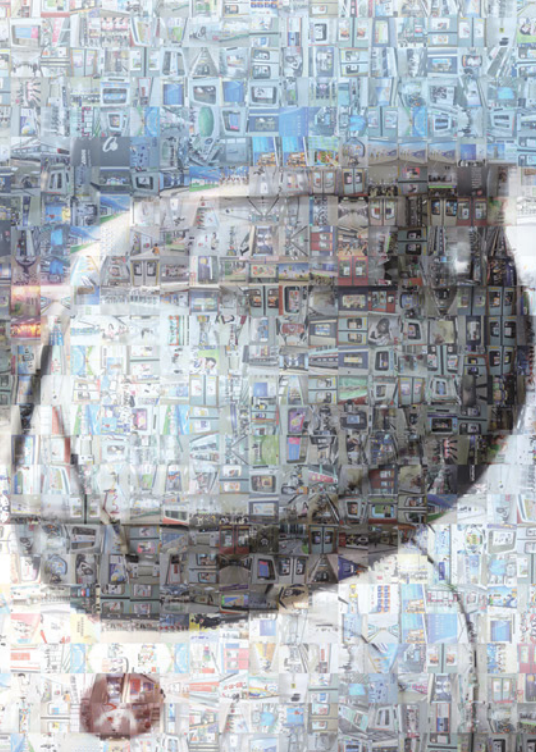
MTR ★ ADVERTISING

Interactive Zones Rate Card

港铁互动展区价格表

2018 ★

Effective from 1 Mar 2018



Interactive Zones at MTR East Rail Line

港铁东铁线互动展区

车站 Station	互动展区 Interactive Zones	每日租金 Daily Rate	
		星期一至四 Mon - Thu	星期五至日及公众假期 Fri - Sun & Public Holiday
旺角东 Mong Kok East	MK1	\$9,300	\$10,800
	MK3	\$11,000	\$17,600
九龙塘 Kowloon Tong	KT1	\$6,300	\$6,900
	KT2	\$6,000	\$7,400
沙田 Sha Tin	ST2	\$30,500	\$39,900
火炭 Fo Tan	FT	\$5,700	\$5,700
大学 University	UN	\$7,100	\$7,100
大埔墟 Tai Po Market	TP	\$7,700	\$8,900
太和 Tai Wo	TO	\$6,200	\$7,700
粉岭 Fanling	FL2	\$9,600	\$9,600
上水 Sheung Shui	SS2	\$8,300	\$8,300
	SS3	\$17,000	\$17,000
展览时间		Exhibition Hours	
10:00 - 23:00			
布置时间		Set-up Time	
10:00-11:00			
拆卸时间		Dismantling Time	
23:00-00:00			
最短预订周数		Minimum Booking	
连续两天		2 Consecutive Days	
备注		Remarks	
<ul style="list-style-type: none"> 凡于周六、日预订沙田展览场地二 (ST2)，均需于东铁线其他互动展区额外预订四天。 上述资料只供参考，如有任何改动，均不作另行通知。 按金为总展览费用 [每日展览费用x日数] 的30%。 		<ul style="list-style-type: none"> For booking Sha Tin Site 2 (ST2) on Sat & Sun, it is required to book another 4 days of other EAL Interactive Zones as well. The information contained herein is for reference only and is subject to changes from time to time without further notice. Deposit is 30% of the Total Exhibition Charges [Exhibition Charges per day x Number of Days] 	

Safety Requirements

1. The Exhibitor must appoint a contact person in connection with compliance with rules and procedure as stipulated 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 those listed below are kept at the Interactive Zone / display site:
 - (a) Explosives;
 - (b) Flammable liquids, e.g. petrol, thinners, kerosene, alcohol, turpentine, diesel and flammable adhesives / chemicals;
 - (c) Flammable gases, e.g. liquefied petroleum gases, butane, propane, acetylene and aerosol cans;
 - (d) Corrosive materials, e.g. acids and soda;
 - (e) Toxic substances, e.g. cyanides and insecticides and
 - (f) Other dangerous goods as listed in the Dangerous Goods 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 Interactive Zone / display site(s).
4. The Exhibitor must fill in and submit the fire load assessment form for Interactive Zone.
5. The Exhibitor must ensure that all wooden parts less than 6mm thick to be used for the Interactive Zone are properly treated with approved fire retardant solution by a registered Fire Services Installation Contractor with subsequent submission of such certificate to the Company and the Fire Services Department prior to the commencement of the Interactive Zone. The certificate must be kept on site ready for inspection by MTR Corporation Limited's Industrial Safety Officer or Fire Services Department.
6. The Exhibitor must ensure that all electrical appliances and electrical wiring at the Interactive Zone are safe and the following requirements must be fully complied with:
 - (a) All electric wiring must be PVC insulated and sheathed.
 - (b) No flimsy electric wiring is allowed to be used.
 - (c) All electric wiring must be properly affixed on the structure of the Interactive Zone.
 - (d) All electric wiring must be properly connected by proper fitting.
 - (e) No taped joint is allowed to be used as wiring connection.
 - (f) No live part is allowed to be exposed, e.g. the back of electrical appliances, such as TV, has to be well concealed.
 - (g) All metal enclosure of the electrical appliances or metal structure must be properly earthen.
 - (h) All electrical appliances in use must be suitable for the 240V station supply.
 - (i) Spotlight is not to be mounted less than two metres high.
 - (j) No electric kettle, naked light, stove, or hot quartz / tungsten spotlight is allowed to be used at the Interactive Zone. The maximum allowable wattage for tungsten lights is limited to 100 watts for each fitting generally.
 - (k) All power sockets in use must be the shuttered types.
 - (l) 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 Interactive Zone structure is secure and stable.
8. The Exhibitor must ensure that the relevant MTR Corporation Limited's areas are maintained in a neat and tidy manner, and shall not litter at MTR Corporation Limited's 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:
 - (a) Conductive ladders;
 - (b) Cartridge operated fixing tools; and
 - (c) Asbestos products.
11. The Exhibitor must ensure that all displays, booths and counters, goods and materials of the Interactive Zones shall not exceed 2 metres in height and shall not in any way cause or likely to cause danger or hazard to any person.
12. The Exhibitor must ensure that their Interactive Zone activity shall not cause any disturbance, nuisance and/or obstruction to passengers or any person. Measures shall be taken by the Exhibitor to ensure that visitors to the Interactive Zone / display sites do not create or cause any public disorder.
13. The Company reserves the right to require the Exhibitor to comply with other safety precautions whenever situation requires.

Important Notes

1. MTR Corporation Limited By-Laws

All persons involved in the Interactive Zone / display must comply with MTR Corporation Limited By-laws at any times. In addition, the operational requirements of MTR Corporation Limited shall have priority over the Interactive Zone / display and the instructions given by MTR Corporation Limited shall be observed at all times throughout the Interactive Zone / display period.

2. 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 submitted to the Company for record.
- (c) Carpets with fireproof certificate will be considered for use.

3. Audio-visual Broadcasting

Prior approval from the Company should be obtained for any audio-visual broadcasting at the Interactive Zone / display sites. The Exhibitor is required to obtain approvals and licenses from the following authorities or organizations if necessary:

- (a) The Composers and Authors Society of Hong Kong (CASH);
- (b) The International Federation of Phonogram and Videogram Producers (IFPI);
- (c) Hong Kong Recording Industry Alliance Limited (HKRIA);
- (d) Television and Entertainment Licensing Authority; and other relevant authorities.
- (e) All copyright and license fees in connection with the application of audio-visual broadcasting shall be borne by the Advertiser. All audio-visual equipment must be sited and kept to a noise level so as not to cause any inconvenience to other passengers, visitors and shop tenants at the station.

4. Special Notes for Educational Clients

A copy of certificate of Registered School from the Educational Department must be submitted 2 weeks prior to the commencement of the Interactive Zone.

5. Contact Person

A contact person must be appointed by the Exhibitor for the Interactive Zone / display, who should be the key contact point with the Station Controllers / Masters. The contact person shall be:

- (a) Present at all times during the Interactive Zone period;
- (b) Responsible for all Interactive Zone activities;
- (c) In-charge of all matters concerning move-in and out.

6. Layout

Set up the booth according to the approved layout plan. All promotion activities and Interactive Zone / display materials must be confined within the designated Interactive Zone / display site. Never put any cable loosely on the ground / wall. Only metal / aluminium table and chairs are allowed to be used if necessary. Overall presentation must be acceptable by the Company. Unsuitable presentation may lead to immediate banning of the Interactive Zone / display.

7. Move In and Out

Delivery route should be coordinated with MTR station staff in advance in the event that large or bulky items are required to be delivered to the Interactive Zone / display site. DO NOT use escalators for delivery. DO NOT leave the exhibits unattended. When moving out, vacate the Interactive Zone / display 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 Interactive Zone / display materials. Move-in / out schedule is advised by MTR Corporation 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. No storage space will be provided to the Exhibitor at MTR Stations. Materials delivered to MTR Stations prior to the Interactive Zone / display period will not be allowed.

8. Interactive Zone / Display Time

Interactive Zone / display starts at 1000 hours and ends at 2300 hours. Interactive Zone / display shall not be closed earlier than 2000.

9. Sign In and Out

The Exhibitor must report to the Station Control Office upon arrival at and departure from the Interactive Zone / display site each day throughout the Interactive Zone / display period. The times recorded will be used to ascertain any Overtime Charges payable by the Exhibitor.

10. Set up and Dismantling Time

The Exhibitor can set up the Interactive Zone / display at 1000 hours and ends at 1100 hours on the first day, and clear the site at 2300 hours and ends at 2400 hours on the last day.

11. General Provisions at Sites

Power socket(s) of 13 amp at all sites (except Kowloon Tong Site 3 (KT3)) and one telephone point (except Kowloon Tong Site 2 (KT2) & Kowloon Tong Site 3 (KT3)) are provided to the Exhibitor for simple connections of electrical and telecommunication facilities at the Interactive Zone / display sites. Any additions to the aforesaid, e.g. Internet connectivity, promotion booth, tables and chairs, etc., are to be arranged by the Exhibitor at their own cost.

12. No Agency Commission

No agency commission will be offered or paid to agencies for licencing Interactive Zone / display sites.

13. Security

The Exhibitor shall at his/her own cost employ security service and provides information such as company name, name of the security guard, 24-hour emergency contact and telephone number of such security service to the Company.

14. Fire Extinguisher

The contact person should collect a 5-kg dry powder portable fire extinguisher from the Duty Station Controllers / Masters, acknowledge the receipt and return in good condition.

15. Litter Bin

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

Important Notes

16. Representatives

A maximum of 5 representatives (including the contact person) are allowed at all Interactive Zones except:

* Sha Tin Station (ST2) - a maximum of 7 representatives (including the contact person)

One representative is allowed at display site.

17. Badges

The contact person should obtain badges from the Duty Station Controllers / Masters. During normal Interactive Zone hours, all persons involved in the Interactive Zone / display must wear distinguishing badges provided by MTR Corporation Limited. Badges should be returned to the Duty Station Controllers / Masters in good condition.

18. Uniform

The staff, agents and / or representatives of the Exhibitor shall wear the uniforms provided by the Exhibitor throughout the Interactive Zone / display hours for a unique and identifiable team image.

19. Behaviour

DO NOT approach passengers outside the Interactive Zone / display 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.

20. Eating & Drinking, Playing or Sleeping

DO NOT eat, drink, smoke, play or sleep at the Interactive Zone / display site(s).

21. Sub-standard Printing Materials

DO NOT post or display any handwritten notices or sub-standard printing materials at the Interactive Zone / display site(s).

22. Tenant / Contractor Pass

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

23. Arrangement for Adverse Weather

In the event of the said Interactive Zone / display or any part thereof being affected by Typhoon Signal No. 8 or above or black rain storm (or by any other act not attributable to the Exhibitor's act or default of person for whom the Exhibitor is responsible or in control) so as to render unfit for or continuation of the Interactive Zone, the Exhibitor may then apply to the Company for *re-scheduling of the Interactive Zone / display subject to availability. In the event that re-scheduling is not possible, the Total Media Rental Cost shall not be refunded but the deposit inherent to that booking shall be refunded within 60 days from the end of the original scheduled Interactive Zone / display period.

*If adverse weather conditions warning issued on or before 16:00, Interactive Zone will be rescheduled; if issued after 16:00, Interactive Zone will be terminated without any compensation and rescheduling.

24. Deposit

The deposit is to secure the due performance and compliance by the Exhibitor of the terms and conditions in this Agreement and all rules and requirements made by the MTR Corporation Limited from time to time and to cover any injury, damages or losses caused by the Exhibitor in relation to its use of the Interactive Zone / display sites. The forfeiture of the deposit, or part thereof, shall not preclude the Company from taking further action against the Exhibitor in respect of the breaches committed by the Exhibitor.

The deposit is 30% of the Total Media Rental Cost.

The Company shall refund the deposit, after deduction of any applicable additional charges, and settlement of any outstanding claims which the Company may have against the Exhibitor, to the Exhibitor within 60 days from the end of the Interactive Zone / display period provided the Exhibitor has duly performed and observed all the terms and conditions as set out in the agreement.

25. Oversize Charges

All Interactive Zone / display activities should be held within the specified Interactive Zone / display area. A standard rate of Oversize Charges of \$3,000 per square metre or part thereof for all Interactive Zone / display sites will be levied on a daily basis if at any time Interactive Zone / display activities are conducted or extended over the specified size of the Interactive Zone / display area.

26. Overtime Charges

Overtime Charges of \$700 per hour or part thereof will be levied on the Exhibitor except for Sha Tin Station Site 2 (ST2), which is \$2,000 per hour or part thereof if Interactive Zone / display activities are conducted over the above-mentioned Interactive Zone / display hours.

27. Cleaning Service Charges

Cleaning Service Charges of \$1,000 per day (calculated on a daily basis) or all costs of removal of litter or property, whichever is higher, will be levied on the Exhibitor if the sites are not properly cleaned at any time as required by MTR Corporation Limited and/or if the sites are not vacated to the satisfaction of MTR Corporation Limited after the end of the Interactive Zone / display activities.

28. Fees for damage or loss of Facilities of Interactive Zone

Portable fire extinguisher: \$1,200 each
Interactive Zone's name badge: \$100 each
Tenant/ Contractor Pass: \$600 each

TERMS & CONDITIONS

1. (a) The expression "the Company" shall mean "Asiaray Metro Media Limited" and shall include its successors and assigns
(b) The expression "the Exhibitor" 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
2. The following documents shall form part of this agreement and by signing of this agreement the Exhibitor agree to comply with all the terms and conditions stipulated in these documents:
(a) Safety Requirements
(b) Important Notes
3. Without prejudice to any right that the Company may have against the Client, an Exhibitor 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.

The placing of Booking, the de facto performance of this Agreement or the signing of this Agreement by the Exhibitor shall constitute acceptance by the Exhibitor 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 Exhibitor 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.
5. No Booking placed with the Company shall be deemed to be accepted until the Booking confirmation is approved by the Company and the Exhibitor is counter-signed by the Company.
6. The Exhibitor 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.
7. All displays and counters of the Interactive Zone shall be set up according to the submitted booth layout as approved by the Company. No damage shall be caused to any property, the Interactive Zone / display sites and the relevant MTR station(s). The displays and counters shall not in any way or likely to cause danger or hazard to any person. The Exhibitor shall be liable for any injury or accident arising from or in connection with the installation, existence or removal of such displays and counters and shall indemnify the Company against all damage, proceedings and claims thereof.
8. To maintain the cleanliness of and to eliminate any danger which may arise within the MTR Station(s), the Exhibitor is obliged to carry out regular or whenever necessary cleaning or picking up of litter that may be dropped by the public inside the station areas including the station concourse, platform and adjacent shops. Such litter shall include leaflets, pamphlets, samples or any other items of whatsoever nature which are distributed by the Exhibitor or collected from the Exhibitor's Interactive Zone / display booth during the Interactive Zone / display periods.
9. Any property brought by the Exhibitor inside the station premises shall be removed before vacating. In the event that the Exhibitor fail to comply with this clause and the clause as stipulated in (8.8) above, the Company may dispose of the litter / property at its discretion, without any liability to the Exhibitor and without prejudice to the Company other rights and remedies against the Exhibitor in respect of the Exhibitor's breach(es). The Exhibitor shall pay for the standard Cleaning Service Charges at \$1,000 per day or all costs of removal of such litter / property, whichever is higher.
10. The Interactive Zone / display site(s) shall be used for Interactive Zone / display purpose only provided that the sale of products or services (in limited quantities) ancillary to the Interactive Zone being conducted, may, with the prior consent of the Company (and in accordance with the conditions it may impose), be permitted.
11. No banner or promotional material shall be erected outside the specified Interactive Zone / display site(s). The Interactive Zone / display site(s) shall at all times be maintained in a tidy and acceptable manner satisfactory to the Company.
12. Power socket(s) and telephone line are provided by MTR Corporation Limited only for simple connections of electrical facilities used for Interactive Zone. The Exhibitor must arrange safety measures and precautions to the satisfaction of the Company before such power is connected and at all times during the Interactive Zone / display period. Power should be disconnected before the staff of the Exhibitor leave the site every day.
13. All valuable equipment shall be removed from the Interactive Zone / display site(s) every day after the Interactive Zone / display hours. No storage or security facilities shall be provided by the Company for the Interactive Zone / display. The Company shall not be held liable under any circumstances for any loss or damage caused to the Exhibitor for the damage or loss of any items left behind at MTR Corporation Limited property.
14. The Company and its employees shall not under any circumstances and for whatsoever cause be held responsible for the security, damage, theft or loss of the Interactive Zone / display materials and facilities and your properties.
15. The Exhibitor shall be wholly liable for any damage or loss to property or injury to members of the public, or to members of the Interactive Zone / display party or the staff or persons of the Exhibitor connected therewith which occurs in connection with or during the Interactive Zone / display insofar as such damage or injury occurs in or about the MTR Corporation Limited property.
16. The Exhibitor shall ensure the Interactive Zone / display site(s) and all the displays and counters are in a proper state of repair and condition during and throughout the Interactive Zone / display periods. Should any repairs be required, the Exhibitor shall prohibit any person from visiting the Interactive Zone / display site(s) until the repairs shall have been completed. The Company shall not be liable for injury or damage to members of the Interactive Zone / display party or the staff or persons of the Exhibitor connected therewith or to members of the public attracted on to the Interactive Zone / display site(s) by the Interactive Zone / display or activity of whatsoever nature connected therewith which would otherwise accrue to the Company whether by virtue of the Occupiers Liability Ordinance or by common law or otherwise. The Exhibitor agree to save harmless and indemnify the Company from such liability, claims and proceedings.
17. The operational requirements of MTR Corporation Limited shall have priority over the Interactive Zone / display and the instructions given by the MTR Corporation Limited shall be observed at all times. The Company may, at its entire discretion, stop the Interactive Zone / display at any time without prior notice to the Exhibitor when any of the terms and conditions herein is/are not strictly adhered to.
18. All audio-visual material, including but not limited to video tapes, shall be approved by the Company prior to being used in the Interactive Zone / display. The level of sound emitted by any audio or audio-visual medium shall not in any way affect station operation including but not limited to interfering with the existing station public address system. The Exhibitor shall comply with operational requirements to turn off the sound or adjust the sound level as instructed by station staff. The Exhibitor is required to obtain all approvals, licences and permits from relevant government authorities, organizations, copyright holders and any relevant party prior to the use and/or broadcast of all such materials and keep the Company fully indemnified in respect of any claim, loss or damage arising from any breach of this clause.
19. In the event of the said Interactive Zone / display or any part thereof being affected by Typhoon Signal No. 8 or above or black rain storm (or by any other act not attributable to the Exhibitor's act or default of person for whom the Exhibitor is responsible or in control) so as to render unfit for or continuation of the Interactive Zone, the Exhibitor may then apply to the Company for re-scheduling of the Interactive Zone / display subject to availability. In the event that re-scheduling is not possible, the Total Media Rental Cost shall not be refunded but the deposit inherent to that booking shall be refunded within 60 days from the end of the original scheduled Interactive Zone / display period.
20. The Exhibitor shall indemnify and keep the Company fully indemnified from and against all damage cost, liability charges, expenses, loss or injury of every description which may occur to or affect the Company or any other person(s), his or their property arising from or through the exercise of the rights hereby granted or the non-observance or non-performance of any of the terms and conditions herein.
21. The Exhibitor shall take out appropriate third party liability insurance policy with the Exhibitor and the Company as parties insured in an amount of HK\$10 million per incident to cover its Interactive Zone / display activities at MTR stations, and if deemed necessary, the Exhibitor will be required to produce a certificate of such insurance policy.

TERMS & CONDITIONS

22. (a) In the event that the Exhibitor or the staff, agents, representatives, invitees or visitors of the Exhibitor fail to observe the terms of this Agreement (including a failure to follow the instruction of station staff), the Company may give a verbal warning in relation to such non-observance to a member of the staff of the Exhibitor at the Interactive Zone / display and the Interactive Zone / display activity shall be stopped.
- (b) A first warning letter will be issued if no immediate improvement of the non-observance is shown within 2 hours after the verbal warning. A Competent Person from the Company, which costs \$4,000 per day (1000 - 2300) at the cost of the Exhibitor, will be arranged to attend the violated Interactive Zone site until the end of Interactive Zone / display period.
- (c) If any further non-observance is observed during the Interactive Zone / display period, a second warning letter will be issued. A second warning letter from the Company to the Exhibitor, the staff, agents or representatives of the Exhibitor would constitute the immediate cancellation of the licence hereby granted.
- (d) Upon such cancellation, the Exhibitor may need to immediately remove all equipment erected and materials on site in connection with the Interactive Zone / display.
- (e) Cancellation under this clause would not entitle the Exhibitor to the return of any monies paid for the shortened period and the deposit will be utilized if necessary to make good any damage caused by virtue of the Interactive Zone / display equipment having to be dismantled earlier than expected and the site cleaned or materials removed, and/or damages caused to the Company arising from the breach of the terms and conditions hereof.
- (f) The Exhibitor will be suspended to book the related Interactive Zone / display site(s) where second warning letter has been issued for a period of one month.
- (g) If under this Agreement, the Exhibitor have reserved other periods for Interactive Zone, the amounts paid for the other periods will be refunded one month after the termination of this Agreement, subject to the deduction of all costs and damages suffered or incurred by the Company in connection with re-licensing any of such periods reserved by the Exhibitor.
23. This licence to exhibit at the MTR Interactive Zone / display site(s) and to use, on a non-exclusive basis, the Interactive Zone / display site(s) licensed to the Exhibitor is personal to the Exhibitor. Should the Exhibitor transfer, assign, subcontract or otherwise howsoever share the Interactive Zone / display site(s) with a third party, the Company is entitled to immediately terminate this Agreement and forfeit the deposit, without prejudice to this right to claim damages against the Exhibitor.
24. The Exhibitor shall be responsible for the design of the graphic / promotional materials to be displayed on the Sign. The Exhibitor warrants that no graphic / promotional materials shall be in breach of any prevailing legislation or regulatory requirement(s) or any copyright or be defamatory of any third party. The Exhibitor 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 the breach(es) of the above warranties.
25. The Company accepts full responsibility for compliance with statutory requirements so far as concerns the use of any Interactive Zone / display site(s) to which an agreement relates, but so far as concerns the subject matter or nature of the Interactive Zone / display, content of the graphic / promotional materials itself the Exhibitor 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 nature and graphic / promotional materials not accepted for, or retained on, display on any if they:
 - (a) Do not comply with any laws and regulations of Hong Kong or Regulations/ By Laws of MTR Corporation Limited; 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. The Company and MTR Corporation Limited 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 MTR Corporation Limited; 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. MTR Corporation Limited 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 MTR Corporation Limited or of the Company or of Hong Kong in any way; or
 - (l) Advertise films which have not been granted permission for public Interactive Zone or which do not show the certificate from the Television and Entertainment Licensing Authority or such other relevant authority; or
 - (m) Promote or advertise 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 MTR Corporation Limited 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 Corporation Limited's premises; or cause or inciting them to create any nuisance or inconvenience to the public.
26. Notwithstanding any contrary approval given by the Company prior to be exhibited, the Company shall have the right at any time to refuse or discontinue the Interactive Zone or dismantle any graphic / promotional materials if the nature of Interactive Zone / display or graphic / promotional materials 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 nature of Interactive Zone / display or graphic / promotional materials is objectionable, unsuitable, impracticable or likely to give rise to an offence or in any way assembles the look of signage used by MTR Corporation Limited. 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.

TERMS & CONDITIONS

27. This agreement is subject to pre-emption by weekly booking and the Exhibitor accepts the 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 Exhibitor 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 Exhibitor in respect of a proportionate part of the charge paid by the Exhibitor for the period of non-placement and in no event shall the Company be liable for any consequential loss or loss of profit arising.
28. Unless otherwise stipulated by the Company, all Media Rental Cost or any charges shall be payable in advance. Time is of essence under this Agreement. In the event that the Exhibitor 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 Interactive Zone / display of the Exhibitor 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 Hong Kong 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 Exhibitor to pay for the outstanding amount for the Agreement.
29. This agreement is subject to the payment of a deposit and is voidable by the Company if this is in default. The Company shall have the absolute right to demand this deposit equivalent to 30% of the Total Media Rental Cost. Payment in full is required in advance 8 weeks before this Agreement starts. The Company shall refund the deposit, without interest and after deduction of additional charges (if any), to the Exhibitor within 60 days from the end of the Interactive Zone / display period provided the Exhibitor have duly performed and observed all the terms and conditions herein contained. Without prejudice to any other rights which the Company may have at law or otherwise, the Company shall be entitled to deduct from the deposit any arrears, costs, expenses, loss or damages incurred or sustained as a result of the breach or non-performance of this Agreement.
30. The Company shall use all reasonable endeavours to render for the Interactive Zone / display site(s) on the period 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 Exhibitor for whatever reason or for any loss, indirect, consequential or otherwise arising therefor.
31. Save where it is conclusively proven that the Exhibitor 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 Exhibitor for any loss or damage sustained by the Exhibitor in contract, tort or otherwise arising out of or in connection with this Agreement or its implementation by the Company.
32. Notwithstanding anything contained in this Agreement to the contrary, the Company shall not be liable to the Exhibitor for any indirect or consequential loss or damage (including loss of profits) arising out of or relating to this Agreement or its implementation.
33. 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.
34. In the event of any person, employee, officer, director or agent of the Exhibitor 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 Exhibitor 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 Exhibitor. The Exhibitor 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 Exhibitor in or during the event.
35. Any interruption of Interactive Zone / display or any part thereof to render unfit for continuation of the Interactive Zone / display due to or caused by any cause beyond the Company's control shall not constitute any waiver of the obligation of the Exhibitor to pay or entitle the Exhibitor to terminate this Agreement. Any costs and expenses incurred due to the re-instatement of the Interactive Zone / display shall be at the cost of Exhibitor.
36. The Exhibitors shall not assign any benefit under this Agreement without the consent in writing of the Company.
37. The Company reserves the right at any time by not less than 6 weeks notice in writing served on Exhibitor 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 Exhibitor whichever shall be the later. The Exhibitor 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 Exhibitor.
38. 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 Exhibitor to the Company.
39. 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.
40. This Agreement shall be governed by and constructed in accordance with the laws of Hong Kong SAR and the Exhibitor submits to the exclusive jurisdiction of the courts of Hong Kong SAR.