



Terms & Conditions - Show-Time

- 1.** All rates are in gross dollars, which includes any applicable agency fees. All invoices will include total media costs net of any agency fees in addition to any applicable taxes. Client and Advertiser will be responsible for any applicable taxes.
- 2.** Show-Time DCinema and/or REALD 3D advertising is not permitted to run prior to certain distributors films. Because of this, the total number of screens may actually be lower than stated. A five percent (5%) reduction to the total screen count will be applied to compensate for this as applicable.
- 3.** Theatre and screen count is subject to change without notice.
- 4.** Regional bookings are subject to pre-emption by national bookings.
- 5.** Peak demand rate premiums apply. Premiums for May and June ten percent (10%); July, August, November and December ten percent (15%). A twenty-five percent (25%) premium will be charged, where applicable, for custom-select theatres that vary from the market breakdowns included in the current Cineplex Media rate card. Contact your Cineplex Media representative for details.
- 6.** Full material requirements, sound level restrictions and delivery instructions as well as the current Cineplex Media rate card can be found at cineplexmedia.com and are incorporated herein.
- 7.** DCinema and REALD 3D finished master materials are due a minimum of four (4) weeks prior to the start of the Show-Time campaign start date (see production specs or Cineplex Media rate card) or pursuant to separate written controlling agreement between the parties, if any, including specific dates detailed on this contract (the Material Deadline Clients are asked to carefully review the Show-Time production schedule for creative deadlines. Full specs can be found at www.cineplexmedia.com).
- 8.** If creative materials are late, Cineplex will not guarantee Client's original contracted start date and Client will not be eligible for any special credits or makegoods.
- 9.** Cancellation must be received by written notice at least sixty (60) days prior to the start of the campaign. Refunds will not be issued if the contract is cancelled after the sixty (60) day notification period has passed. (Note: additional cancellation conditions as per items #8, #10, #11 and item #15).
- 10.** Contracts that are category-exclusive are non-cancelable.
- 11.** All advertising must be consistent with the Cineplex Media Advertising Policy which may be found at cineplexmedia.com and is incorporated herein. Nothing herein obligates Cineplex to display advertising that it deems, in its sole discretion, to be contrary to its business interests either before or after display. Cineplex shall advise Client and/or Advertiser in writing and may terminate this contract without further notice, obligation or compensation if advertising is deemed unacceptable by Cineplex. Cineplex, in its sole discretion shall determine whether advertising is acceptable. Advertising spots must be approved in advance of contracted creative deadline by Cineplex. Pre-approval is recommended as early as possible, but not later than six (6) weeks prior to flight date.
- 12.** In the event Cineplex fails to present over the contracted network any broadcast hereunder because of unavailability of technical facilities, defect or breakdown of equipment or transmission facilities, labour dispute, government action, or any cause beyond the control of Cineplex, where of a similar or dissimilar nature, Cineplex's liability herefor shall be limited solely to cancellation of all charges to Client and/or Advertiser hereunder for such affected broadcast and such failure to broadcast shall not constitute a breach of this agreement.

13. Client and Advertiser agree to indemnify and save harmless Cineplex, its affiliates, agents, servants, directors, officers, unitholders and employees, against any and all claims, damages, liability, claim for defamation, infringement of trademarks, trade names, violation of rights of privacy, infringements of copyright and proprietary titles, illegal competition or trade practice and all other claims, demands, costs, expenses incurred by Cineplex as a result of the broadcast of any material furnished by Client and/ or Advertiser. The Client and/or Advertiser are jointly & severally liable for all content submitted, and each warrant that it has all rights necessary to direct publication of the material submitted and that such materials are in compliance with all applicable laws.

14. Cineplex assumes no liability whatsoever, including without limitation, liability for any expense, loss, cost, injury, damage, accident or any other matter or thing whatsoever, however suffered or caused (including compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to the goods or services provided under this contract.

15. In the event of cancellation of this contract by Cineplex on default of the Client and/or Advertiser to make any payment provided for or as the result of the breach of any of its terms or conditions, Cineplex shall be entitled to recover as damages and the Client and/or Advertiser shall pay to Cineplex the total of all amounts due or to become due hereunder to the expiration, and in full satisfaction, of this contract. The Client and/or Advertiser agree that such amounts are liquidated damages. Cineplex shall also be entitled to recover, and the Client and/or Advertiser shall pay, the costs and expenses of Cineplex including reasonable legal fees, in the collection of the amounts due hereunder to Cineplex.

16. Payment shall be due within thirty (30) days of invoice receipt. Client and Advertiser are jointly responsible for payments due and owing under this contract as well as production costs related thereto.

17. Cineplex shall be permitted to retain and use the materials for a period of three (3) years from the date hereof for internal Cineplex purposes such as illustrating to existing or prospective clients the type of work Cineplex is capable of producing.

18. This contract may be delivered via facsimile or portable document format ("PDF") and in counterparts; each representing a legally binding agreement, all of which together represent one duly executed contract.

19. This contract shall not be assigned by Client and/or Advertiser without the prior written consent of Cineplex, nor shall Cineplex be required to perform services for any Advertiser other than as named on the face hereof.

20. Failure of any party hereto to enforce any of the provisions herein with respect to the breach hereof shall not be construed as a general relinquishment or waiver as to that provision.

21. In the event that a conflict between these terms and conditions and the provisions on the face of the contract, the provision on the face of the contract shall prevail.

22. If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall be severable from and shall not be deemed to affect or impair validity of any other covenant or provision.

23. This contract will be governed by and construed according to the laws of the province of Ontario and the federal laws of Canada applicable therein which are, from time to time, in effect.

24. The parties request that this contract and all documents related thereto be drafted only in English. Les parties ont exigé que les présentes ainsi que tous les documents et conventions sy rapportant soient rédigés en anglais seulement.

25. Where the Client is not the Advertiser, the Client represents and covenants that it is acting in its capacity as legally and equitably appointed agent for the Advertiser, and has the express authority to enter into this agreement and to bind the Advertiser. The Client covenants and agrees that, other than those monies payable as commission for the Client, as agent, any monies received by the Client are irrevocably held in trust for Cineplex for any of the following: (i) developing, designing, producing, creating or exhibiting an advertising campaign (where Cineplex has been engaged for any such services); (ii) exhibition of advertising and/or other content; and/or (iii) any other promotional purpose being conducted by Cineplex on behalf or at the request of the client and/or the Advertiser. The Client covenants and agrees that such funds are held in trust for Cineplex whether or not the Advertiser has specified Cineplex as its desired medium of advertisement, and neither the Client nor its successors, assigns, heirs, trustees or receivers, without limitation, shall have any claim whatsoever to those monies if the Client or the Advertiser enters bankruptcy, insolvency, receivership or any other winding down, rearrangement or similar proceedings. Client and Advertiser agree to the terms and conditions, placement of advertising material per the placement and the prices indicated above.