

**2008 北京奧運網上電視直播 贊助廣告計劃**

**CABLE TV Internet Broadcast Advertising Campaign for Beijing 2008 –  
Value Added Sponsorship  
(exclusive for IOC sponsors and BOCOG sponsors)**

四年一度舉世矚目的盛事 - 2008 北京奧運將於明年 8 月 8 日在北京燃點聖火。有線電視榮膺 2008 北京奧運指定新媒體，獲得香港區互聯網及流動電話獨家播映權。有線寬頻將獨家網上全程直播所有賽事，透過四大免費網上頻道、以及全面奧運影片資料庫，只要登上有線寬頻，全港網民便可隨時隨地與北京同步，欣賞現場直播或重溫自選精采賽事，見證奧運的光輝時刻！

近年流動上網普及化及本港寬頻用戶逐年激增，令互聯網的宣傳威力勢不可擋！有見及此，有線電視誠意為北京 2008 年奧運贊助商獻上「2008 北京奧運網上電視直播贊助廣告計劃」，讓閣下的廣告訊息不受時空限制，於有線寬頻網上電視平台 24 小時不間斷發送，激發鋪天蓋地的宣傳攻勢！

Awarded the Official New Media Broadcaster of the Beijing 2008 Olympic Games and the rights of Hong Kong's 1st exclusive Olympic LIVE broadcast on the internet, CABLE TV is committed to set trends! Only on i-CABLE.com, FREE and LIVE broadcast of all daytime events is just a click away! In our comprehensive video library, you can review any video clips at your choice, anytime and anywhere!

The growing popularity of Wi-fi and the soaring figure of broadband accounts in Hong Kong have magnified internet's power to give tremendous publicity! In view of this golden opportunity, we are proud to present exclusive IOC and BOCOG sponsors CABLE TV Internet Broadcast Advertising Campaign for Beijing 2008 – Value Added Sponsorship, allowing your advertising messages to blanket the city!

**WEBSITE** : **i-cable.com**

**EVENT PERIOD** : **August 08 – 24, 2008**

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**Value-added Sponsorship Items but not limited to the followings:-**

No.	Item Name	Format	Campaign Period
<b>Pre-event period</b>			
1	Event Day Count-down (e.g. 50 days countdown)	Sponsor Icon in main page	Jun - Aug, 08
<b>During event period</b>			
2	Event Day Counter (17 days)	Sponsor Icon in main page	Aug, 08
3	Medal Tally Update (e.g. China or Worldwide)	Sponsor Icon in main page	
4	Program Event Fixture for the 4 Channels	Mini-site^ & Sponsor Icon in main page	
5	Program Schedule Update for the 4 Channels	Mini-site & Sponsor Icon in main page	
6	Today Focus (e.g. Event or News in text format)	Sponsor Icon in main page	
<b>Pre-event / During event period</b>			
7	Daily News Express (In Text & Photo Format)	Mini-site & Sponsor Icon in main page	Feb - Aug, 08**
8	Message Board	Mini-site & Sponsor Icon in main page	
9	Simple Polling	Mini-site & Sponsor Icon in main page	
10	Games and Others*	Subject to creative	

\* Subject to station approval for any tailor-made item

\*\* Subject to the website launch period

^ Mini-site or webpages with rich media, text link, banner, button, skinner could be accepted subject to extra production cost incurred

**PACKAGE COST : HK\$300,000 (excluding production cost)**

**LAUNCH DATE : Mar 5, 2008, 5:00 p.m. (HKT)**

**OPTION DEADLINE**

**IOC Sponsors : Mar 5, 2008, 12:00 noon (HKT)**

**BOCOG Sponsors : Mar 5, 2008, 2:00 p.m. (HKT)**

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**TERMS & CONDITIONS**

**1. INTERPRETATION**

1.1 In these Conditions, unless the context otherwise requires, the following expressions shall have the meanings set forth below:

“**Advertiser**” means advertisers, advertising agencies, sponsors, promotional partners, media buying services or other similar entities that, whether directly or through its advertising agency, promote itself, its brands or its products or services, whose particulars are specified in the Contract.

“**Advertising**” or “**Advertisement(s)**” means the material that promotes a brand or a product or a service through Advertising Products.

“**Advertising Fees**” means any fee or charge which is payable by Advertiser to HKCE in relation to the display of the Advertisement on the Web Site pursuant to this Agreement, the sum of which is specified in the Contract.

“**Advertising Product**” means a specific advertising opportunity on the Web Site, including but not limited to advertising banners, text links, buttons, jump pages, video and/or audio clippings, software, games, cursors, computer animated trailers, and any present or future products performing a similar functions, and similar promotional devices as well as all element of a sponsorship or promotion.

“**Conditions**” means these terms and conditions.

“**Contract**” means the contract made between HKCE and Advertiser for the posting of Advertisements on the Web Site which shall be subject to and governed by these Conditions.

“**HKCE**” means Hong Kong Cable Enterprises Limited.

“**Materials**” means any content of advertising or promotional materials to be provided by Advertiser under the Contract.

“**Posting Date**” means the first date that the Advertisement is to be posted on the Web Site as stipulated in the Contract.

“**Term**” means in relation to the Advertisement, the period of time selected by Advertiser for which the Advertisement is to be displayed in the Web Site.

“**URL**” means Uniform Resource Locator, the unique identifying address of any particular page on the Web.

“**Web Site**” means Internet Web site at [www.i-cable.com](http://www.i-cable.com).

1.2 In these Conditions, references to the singular shall, where the context so permits or requires, be deemed to include references to the plural and vice-versa. References to the masculine gender shall, where the context so permits or requires, be deemed to include references to the feminine gender and the neuter gender.

1.3 The paragraph headings contained herein are for the convenience of the parties only, and shall not for any purpose whatsoever be deemed a part of these Conditions.

**2. CRITERIA FOR SELECTING THE CONTRACTING ADVERTISERS**

2.1 HKCE may (but is not obliged) to sell any sponsorship opportunities under the “CABLE TV Internet Broadcast Advertising Campaign for Beijing 2008 – Value Added Sponsorship” (the “Beijing 2008 Value Added Sponsorship Campaign”) in accordance with the following priority and principles:-

(a) International Sponsors of the IOC (the “Top Level Advertisers”) will have the first option to acquire any packages of the Beijing 2008 Value Added Sponsorship Campaign. The deadline of this option is March 5, 2008, 12:00 noon (HKT).

(b) If there are residues of packages of the Beijing 2008 Value Added Sponsorship Campaign after March 5, 2008, 12:00 noon (HKT), they will be open to BOCOG Partners / BOCOG Sponsors / BOCOG Exclusive Suppliers / NOC Suppliers and BOCOG Suppliers (the “2nd Level Advertisers”) for purchase until March 5, 2008, 2:00 p.m. (HKT).

(c) If there is competition for any particular sponsorship opportunity under the Beijing 2008 Value Added Sponsorship Campaign by two or more Top Level Advertisers, then the particular sponsorship opportunities will be allotted by draw. The same method of allotment applies if there is competition for any particular sponsorship opportunity under the Beijing 2008 Value Added Sponsorship Campaign between the 2nd Level Advertisers.

(d) If there remain unsold sponsorship opportunities under the Beijing 2008 Value Added Sponsorship Campaign after March 5, 2008, 5:00 p.m. (HKT), they will be sold to any advertisers on a first-come-first-take basis.

(e) Notwithstanding the aforesaid, HKCE reserves the right to change the basis of allotment of the sponsorship opportunities under the Beijing 2008 Value Added Sponsorship Campaign to address the latest changes of market situation. The Advertisers and their Advertising Agents hereby expressly acknowledge that they will not claim against HKCE, the operator of the Web Site, their shareholders, directors or officers with respect to any allotment of advertising spots under the Beijing 2008 Value Added Sponsorship Campaign.

2.2 Advertisers selected to participate in the Beijing 2008 Value Added Sponsorship Campaign are required to enter into an agreement letter with HKCE. Failing which, no Booking(s) made by the Advertisers or their Advertising Agents under the 2008 Value Added Sponsorship Campaign will be binding upon HKCE.

**3. RESTRICTION REGARDING SPONSORS OF CABLE TV INTERNET BROADCAST ADVERTISING CAMPAIGN FOR BEIJING 2008**

3.1 Advertisers under this advertising campaign are not allowed to use in any medium (including television, audio, printed or otherwise), the Olympic Marks or other marks or configurations clearly associated with the Olympic Movement for any purpose, or to use terms or expressions implying sponsorship of the Beijing 2008 Olympic Games. Without limiting the generality of the foregoing, Advertisers are also not allowed to use the terms “Olympic” and/or “Games” in connection with the Advertising Product. The provisions contained in this paragraph shall not apply to sponsors of the IOC, sponsors of the NOC and to sponsors of BOCOG if they have obtained proper authorizations to use the Olympic Marks in Hong Kong.

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**4. CONTRACT FOR ADVERTISEMENTS**

All orders or requests for Advertising are governed by the Contract and these Conditions. No other conditions, provisions, or terms of any sort appearing in any writings or other communications made in connection with the Contract, including without limitation those contained on or accompanying cheques or other forms of payment, shall be binding on HKCE, whether in conflict with or in addition to these Conditions.

**5. ADVERTISING FEES**

- (a) In consideration of the publication of the Advertisement, Advertiser shall pay the Advertising Fees to HKCE in the manner as specified in the Contract. Time of payment by Advertiser is of the essence of the Contract. All unpaid Advertising Fees shall accrue interest at the rate of 2% per month until paid.
- (b) If the Advertising Fees or any part thereof are not paid strictly in the manner provided in the Contract, the whole outstanding balance of the Advertising Fees shall become immediately due and payable on the date of such default of payment, and without prejudice to its other rights and remedies, HKCE shall be entitled to suspend the display of the Advertisement on the Web Site or the performance of its other obligations under the Contract until full payment (including all accrued interest on the overdue sums) of the Advertising Fees is made to HKCE.
- (c) The Beijing 2008 Value Added Sponsorship Campaign will be debited according to the following schedule:

2008 August 100%

**6. MATERIAL SPECIFICATIONS**

- (a) All submissions of Materials to HKCE shall comply with all such specifications as HKCE may from time to time specify. Materials must be submitted to HKCE at least seven (7) business days before the Posting Date.
- (b) The Materials, once accepted by HKCE, shall not be changed or modified by Advertiser without the approval of HKCE.
- (c) Advertiser acknowledges that time is of the essence in providing the Materials to HKCE, and Advertiser's failure to meet the foregoing time requirements or any applicable specifications may delay or prevent publication of the Advertisements under the Contract. HKCE may terminate the Contract due to Advertiser's inability to comply with such instructions without further obligation to Advertiser, however, as and for liquidated damages, Advertiser will remain obligated to pay HKCE the Advertising Fees within thirty (30) days of the date of termination and all Advertising Fees previously paid by Advertiser prior to such termination shall be forfeited absolutely by HKCE and shall not be refundable to Advertiser.
- (d) HKCE hereby reserves the right to reject or refuse to accept any Material unless it complies with the specifications as from time to time stipulated by HKCE or is amended to the reasonable satisfaction of HKCE provided that acceptance of Materials by HKCE shall not affect Advertiser's obligations, responsibilities and warranties under the Contract and shall not diminish any of HKCE's rights against Advertiser.

**7. ADVERTISER'S REPRESENTATIONS AND WARRANTIES**

- (a) Advertiser represents and warrants to HKCE that none of the Materials will contain anything that
  - (i) is obscene, indecent, defamatory, offensive, libelous, or pornographic under any applicable laws and regulations; or
  - (ii) is an infringement of any third party's intellectual property rights (including copyright, patent, trademark, trade secret or other proprietary rights);
  - (iii) is an infringement on any third party's rights of publicity or privacy; or
  - (iv) may corrupt, disrupt, destroy or otherwise interfere with any data or information contained in the Web Site or HKCE's network or system.
- (b) Advertiser further warrants that
  - (i) it is fully authorized to publish the entire contents and subject matter of all requested Advertisements (including, without limitation, all text, graphics, URLs, and sites to which URLs are linked); and
  - (ii) it has the full corporate rights, power and authority to enter into the Contract and to perform the acts required of it hereunder, and its execution of the Contract does not and will not violate any agreement to which it is a party or by which it is otherwise bound, or any applicable law, rule or regulation.
- (c) In consideration of the publication of the Advertisements, Advertiser agrees unconditionally to indemnify and hold harmless HKCE and its affiliates, and their respective officers, agents and employees, from and against any and all loss, liability and expense (including legal costs on an indemnity basis) suffered or incurred by reason of any claims, proceedings or suits based on or arising out of the contents or subject matter of such Advertisements, including without limitation claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, and trademark infringement and/or a breach by Advertiser of any representation, warranty or obligation to be performed by Advertiser hereunder.

**8. POSITIONING**

- (a) Except as otherwise specified by HKCE herein, all contract provisions regarding positioning of the Advertisements shall be treated as requests, which requests shall be fulfilled at HKCE's sole discretion.
- (b) Advertiser further agrees that the online promotional opportunities available at the Web Site are not solely dedicated to the Advertisement but will also be made available to other advertisers and business associates of HKCE, the Advertisement will be randomly selected from the centralized database of HKCE (which contains information of a varieties of products and services) for display by such means, no specific number of times or frequency of appearance will be committed or can be expected.

**9. STYLE**

Advertisements that simulate HKCE's or its affiliates' editorial matter in appearance or style, or that are not readily identifiable as advertisements, are not acceptable. HKCE may in its sole discretion label the Advertisement as an "advertisement" for clarification.

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**10. HYPERLINKS**

10.1 Advertiser warrants and represents to HKCE that each Internet site identified by URLs in Advertisements:

- (a) is controlled by Advertiser and operated by Advertiser and/or its independent contractors,
- (b) will be functional and accessible at all times, and
- (c) is in compliance with all applicable laws and regulations, and suitable in all respects to be linked to from the applicable site containing the Advertisement. HKCE may test Advertiser's URLs, and in HKCE's sole discretion may remove any URLs at any time that fail to comply with the above requirements.

**11. TERMINATION**

- (a) The Contract may not be cancelled unless mutually agreed by Advertiser and HKCE.
- (b) HKCE however reserves the right at any time to amend or remove the Advertisement from the Web Site or suspend performance of any of its obligations hereunder if HKCE considers such action advisable, appropriate or necessary, or in the event that Advertiser fails to comply with any of its obligations contained herein. The Advertiser shall not have any claim in any nature whatsoever against HKCE for such amendment, removal or suspension and shall be liable for payment of any sum due or accrued due by the Advertiser to HKCE for any Advertisement posted or facility or service supplied up to the time of suspension.
- (c) If either HKCE or Advertiser defaults under the Contract, the non-defaulting party may in writing notify the other and terminate this Contract if the default is incapable of being remedied or if capable of being remedied the defaulting party fails to remedy the default within five (5) business days after notice is received from the non-defaulting party. Thereafter, the Contract is terminated without any further obligation to the defaulting party, except for payment by Advertiser of any amount properly due to HKCE before such termination.

**12. NO REPRESENTATIONS OR WARRANTIES**

- (a) All services provided to Advertiser under the Contract are provided without warranties of any nature, and each of HKCE and its affiliates disclaims all warranties, express or implied, including without limitation any implied warranties of merchantability and fitness for a particular purpose. In no event shall either HKCE or any of its affiliates be liable for any consequential, indirect, incidental, or special damages whatsoever, including without limitation, damages for loss of profits, business interruption, loss of or unauthorised access to information, and the like, even if HKCE or any of its affiliates has been advised of the possibility of such damages.
- (b) In no event shall HKCE or any of its affiliates be liable to Advertiser for any amount in excess of the total dollar amount actually received by HKCE from Advertiser for the Advertisement at issue.

**13. NO USE OF HKCE'S NAME**

Neither party will issue any press release or make any public announcement(s) relating in any way whatsoever to the Contract or the relationship established by the Contract without the express prior written consent of the other party, which consent shall not be unreasonably withheld, provided that HKCE may make informational references to Advertising on the Web Site and Advertiser's participation therein in publicity and press releases without obtaining Advertiser's consent.

**14. NO ASSIGNMENT OR TRANSFER**

Advertiser shall not, without the prior written consent of HKCE, assign or transfer or agree to assign or transfer the whole or part of the benefit or burden of this Contract to any third party whether with or without consideration. A breach of this Clause is incapable of being remedied.

**15. CONFIDENTIALITY**

- (a) The Advertiser undertakes that it will not at any time during the Term and after termination of the Contract divulge any information in relation to HKCE's services, products, affairs or business or method of carrying on business (collectively the "Confidential Information").
- (b) Any Confidential Information may be disclosed by Advertiser to:
  - (i) any governmental or other authority or regulatory body; or
  - (ii) any employees or agents of Advertiser or of any of the aforementioned persons,to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to Advertiser using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.
- (c) Any Confidential Information may be used by Advertiser for any purpose, or disclosed by Advertiser to any other person, to the extent only that:
  - (i) it is at the date hereof, or hereafter becomes, public knowledge through no fault of Advertiser (provided that in doing so Advertiser shall not disclose any Confidential Information which is not public knowledge); or
  - (ii) it can be shown by Advertiser to have been known to it prior to its being disclosed by HKCE to Advertiser.

**16. NO PARTNERSHIP OR AGENCY CREATED**

Nothing in these Conditions or the Contract shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute Advertiser an agent of HKCE for any purpose whatsoever and Advertiser shall have no authority or power to bind HKCE or to contract in the name of and create a liability against HKCE in any way or for any purpose unless otherwise expressly provided herein.

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**17. FORCE MAJEURE**

- (a) Neither party shall be liable for failure to perform obligations under the Contract if the failure results from force majeure, Act of God, refusal of licence or other governmental act, fire, explosion, acts of war of hostilities of any nature, accident, industrial or trade dispute, strikes, riots, lockouts, impossibility of obtaining materials, the imposition of restrictions on exportation or importation or anything beyond the party's control provided that the party that is affected by any of the aforesaid force majeure shall forthwith notify the other party the nature and extent thereof.
- (b) If the force majeure in question prevails for a continuous period in excess of six months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

**18. NOTICE**

Any notice to Advertiser shall be given by ordinary prepaid post or by personal delivery or by facsimile or other acceptable means of communication and shall be deemed to be duly served twenty-four (24) hours after the date of posting or on the date of delivery or transmission, and any notice to HKCE shall be duly served on HKCE only upon actual receipt by HKCE.

**19. WAIVER**

No failure to exercise and no delay in exercising on the part of either party hereto any right power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies provided in these Conditions are cumulative and not exclusive of any rights or remedies provided by law.

**20. SEVERABILITY**

Nothing contained in the Contract or these Conditions shall be construed as requiring the parties hereto to commit any act contrary to law. Whenever there is any conflict between any of these Conditions and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but, in such event any provision thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, the remaining Conditions shall continue in full force and effect.

**21. GOVERNING LAW & JURISDICTION**

The Contract shall be deemed to have been made in The Hong Kong Special Administrative Region and the construction validity and performance of the Contract and these Conditions shall be governed in all respects by Hong Kong law. The parties hereto hereby submit to the exclusive jurisdiction of the Hong Kong Courts.

**22. OTHERS**

- 22.1 HKCE reserves the right to insert regular commercial spots in any programmes of and relating to the Beijing 2008 Olympic Games in the event that the advertising airtime of such programmes has not been fully sold.
- 22.2 HKCE reserves the right to suspend or terminate its performance of obligations under the Beijing 2008 Value Added Sponsorship Campaign with respect to any one or more Advertisers if:
  - (a) The coverage of the Beijing 2008 Olympic Games is curtailed or cancelled; or
  - (b) IOC or BOCOG has directly or indirectly require HKCE not to transmit any particular spots of the relevant Advertiser(s).
- 22.3 In the event HKCE suspends or terminates its performance of obligations under the Beijing 2008 Value Added Sponsorship Campaign pursuant to Clause 22.2:
  - (a) HKCE will notify the Advertiser(s) affected in writing;
  - (b) The Advertiser(s) affected will only be required to pay to HKCE for those spots under the Beijing 2008 Value Added Sponsorship Campaign (calculated on a pro-rata basis) that have been actually transmitted up to the date of such suspension or termination; and
  - (c) Under no circumstances will HKCE be responsible for any loss or damage suffered by the Advertiser(s) affected or by their Advertising Agents as a result of such suspension or termination, and all Advertiser(s) and Advertising Agent hereby expressly waive their rights and remedies, if any, to claim against HKCE, the operator of the Web Site or their shareholders, directors or officers for any relief with respect to such suspension or termination.

**23. Advertisers selected to participate in the Beijing 2008 Value Added Sponsorship Campaign are required to purchase the "CABLE TV Internet Broadcast Advertising Campaign for Beijing 2008" as pre-requisite.**

**24. HKCE reserves the right to change any of these terms and conditions at any time.**