

Go Beyond™

astro
MEDIA
SOLUTIONS



**Connecting
brands with
Malaysia's
most valuable
audience**

TV Advertising Rate Card • Updated as of 1 April 2024



Introduction

Hi! We appreciate your interest in partnering with us. With the strength of Astro's end-to-end media network in Malaysia, you can count on our dedication in delivering customised advertising and marketing solutions for your brand. Together, let's take your business to the next level across TV, Radio and Digital Platforms, with the added impact of influencers, event activations and marketplaces.

We've grouped the available TV advertising channels by target audience or interest – Malay, Chinese, Indian, English, GenNext, News and Sports. The advertising rates are priced according to channel value propositions and timebelt viewerships. Enjoy a base rate that starts from RM1,000 for a 30-sec TVC (category x1), with specific pricing ratios for respective durations, as outlined in the following rate table.

TV ADVERTISING RATE TABLE (RM GROSS)

Category	10 sec	15 sec	20 sec	25 sec	30 sec	35 sec	40 sec	45 sec	50 sec	60 sec
x1	500.00	660.00	800.00	900.00	1,000.00	1,180.00	1,300.00	1,500.00	1,700.00	2,000.00
x1.5	750.00	990.00	1,200.00	1,350.00	1,500.00	1,770.00	1,950.00	2,250.00	2,550.00	3,000.00
x2	1,000.00	1,320.00	1,600.00	1,800.00	2,000.00	2,360.00	2,600.00	3,000.00	3,400.00	4,000.00
x2.5	1,250.00	1,650.00	2,000.00	2,250.00	2,500.00	2,950.00	3,250.00	3,750.00	4,250.00	5,000.00
x3	1,500.00	1,980.00	2,400.00	2,700.00	3,000.00	3,540.00	3,900.00	4,500.00	5,100.00	6,000.00
x3.5	1,750.00	2,310.00	2,800.00	3,150.00	3,500.00	4,130.00	4,550.00	5,250.00	5,950.00	7,000.00
x4	2,000.00	2,640.00	3,200.00	3,600.00	4,000.00	4,720.00	5,200.00	6,000.00	6,800.00	8,000.00
x4.5	2,250.00	2,970.00	3,600.00	4,050.00	4,500.00	5,310.00	5,850.00	6,750.00	7,650.00	9,000.00
x5	2,500.00	3,300.00	4,000.00	4,500.00	5,000.00	5,900.00	6,500.00	7,500.00	8,500.00	10,000.00
x6	3,000.00	3,960.00	4,800.00	5,400.00	6,000.00	7,080.00	7,800.00	9,000.00	10,200.00	12,000.00
x7	3,500.00	4,620.00	5,600.00	6,300.00	7,000.00	8,260.00	9,100.00	10,500.00	11,900.00	14,000.00
x8	4,000.00	5,280.00	6,400.00	7,200.00	8,000.00	9,440.00	10,400.00	12,000.00	13,600.00	16,000.00
x9	4,500.00	5,940.00	7,200.00	8,100.00	9,000.00	10,620.00	11,700.00	13,500.00	15,300.00	18,000.00
x10	5,000.00	6,600.00	8,000.00	9,000.00	10,000.00	11,800.00	13,000.00	15,000.00	17,000.00	20,000.00
x11	5,500.00	7,260.00	8,800.00	9,900.00	11,000.00	12,980.00	14,300.00	16,500.00	18,700.00	22,000.00
x12	6,000.00	7,920.00	9,600.00	10,800.00	12,000.00	14,160.00	15,600.00	18,000.00	20,400.00	24,000.00
x13	6,500.00	8,580.00	10,400.00	11,700.00	13,000.00	15,340.00	16,900.00	19,500.00	22,100.00	26,000.00
x14	7,000.00	9,240.00	11,200.00	12,600.00	14,000.00	16,520.00	18,200.00	21,000.00	23,800.00	28,000.00
x15	7,500.00	9,900.00	12,000.00	13,500.00	15,000.00	17,700.00	19,500.00	22,500.00	25,500.00	30,000.00
x16	8,000.00	10,560.00	12,800.00	14,400.00	16,000.00	18,880.00	20,800.00	24,000.00	27,200.00	32,000.00
x17	8,500.00	11,220.00	13,600.00	15,300.00	17,000.00	20,060.00	22,100.00	25,500.00	28,900.00	34,000.00
x18	9,000.00	11,880.00	14,400.00	16,200.00	18,000.00	21,240.00	23,400.00	27,000.00	30,600.00	36,000.00
x19	9,500.00	12,540.00	15,200.00	17,100.00	19,000.00	22,420.00	24,700.00	28,500.00	32,300.00	38,000.00
x20	10,000.00	13,200.00	16,000.00	18,000.00	20,000.00	23,600.00	26,000.00	30,000.00	34,000.00	40,000.00
x21	10,500.00	13,860.00	16,800.00	18,900.00	21,000.00	24,780.00	27,300.00	31,500.00	35,700.00	42,000.00
x22	11,000.00	14,520.00	17,600.00	19,800.00	22,000.00	25,960.00	28,600.00	33,000.00	37,400.00	44,000.00
x23	11,500.00	15,180.00	18,400.00	20,700.00	23,000.00	27,140.00	29,900.00	34,500.00	39,100.00	46,000.00
x24	12,000.00	15,840.00	19,200.00	21,600.00	24,000.00	28,320.00	31,200.00	36,000.00	40,800.00	48,000.00
x25	12,500.00	16,500.00	20,000.00	22,500.00	25,000.00	29,500.00	32,500.00	37,500.00	42,500.00	50,000.00

Prices indicated above are in Ringgit Malaysia (RM).

All prices are exclusive of Government Tax and are subject to 8% Service Tax if applicable.



**MALAY
SEGMENT**

ASTRO TV ADVERTISING RATE CARD

MALAY SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Astro Aura	113	x3	All
Astro Citra	108	x8	Sat & Sun • 9pm – 1am
		x6	Others
Astro Oasis <i>Commercial-free for Indahnya Iman belt (Mon-Sun)</i>	106	x5	Mon – Sun • 6pm – 12am
		x3.5	Others
Astro Premier <i>(New channel launched on 18 September 2023)</i>	410	x8	All
Astro Prima	105	x7	Mon – Sun • 6pm – 12am
		x6	Mon – Sun • 12pm – 6pm
		x4	Others
Astro Rania	112	x3	All
Astro Ria	104	x15	Mon – Thu • 10pm – 11pm
		x14	Mon – Fri • 6pm – 7pm
		x13	Mon – Fri • 7pm – 12am Sat & Sun • 6pm – 12am (excl. Mon – Thu • 10pm – 11pm)
		x8	Mon – Sun • 12pm – 6pm
		x4.5	Others
Astro Warna	107	x8	Mon – Sun • 8pm – 1am
		x5	Others

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time. Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

ASTRO TV ADVERTISING RATE CARD

MALAY SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
BOO	404	x3	All
K-PLUS	396	x6	Mon – Sun • 8pm – 12am
		x4	Others
ONE	393	x10	Tue – Fri • 8pm – 10pm Fri & Sat • 11pm – 2am
		x9	Mon – Sun • 6pm – 1am (excl. Tue – Fri • 8pm – 10pm & Fri & Sat • 11pm – 2am)
		x4.5	Others
tvN	395	x6	Mon – Sun • 8pm – 12am
		x4	Others
tvN Movies	416	x6	All

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Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

A decorative graphic featuring a central orange circle with a gradient, overlaid with a darker orange circle. The text "CHINESE SEGMENT" is centered within the circles. The graphic is surrounded by wavy, translucent orange lines that extend horizontally across the page.

**CHINESE
SEGMENT**

ASTRO TV ADVERTISING RATE CARD

CHINESE SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Astro AEC	306	x13	Mon – Sun • 8pm – 8:30pm, 10:30pm – 11pm
		x9	Mon – Sun • 6pm – 12am (excl. 8pm – 8:30pm & 10:30pm – 11pm)
		x5	Mon – Sun • 12pm – 6pm
		x4	Others
Astro Hua Hee Dai	333	x8	Mon – Sun • 6pm – 12am
		x6	Mon – Sun • 12pm – 6pm
		x4.5	Others
Astro QJ	308	x8	Fri – Sun • 8pm – 12am
		x6	Mon – Sun • 7pm – 12am (excl. Fri – Sun • 8pm – 12am)
		x3.5	Others
Celestial Movies	309	x4.5	All
CCM	321 (SD)	x5	All
CTI Asia	316	x2.5	All
iQIYI HD	300	x7	Mon – Sun • 6pm – 12am
		x5	Others
KBS World	392	x4	All
Phoenix Chinese Channel	325	x2.5	All
Phoenix InfoNews Channel	326	x2.5	All

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Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

ASTRO TV ADVERTISING RATE CARD

CHINESE SEGMENT - TVB			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Astro AOD	311	x13	Mon – Fri • 8:30pm – 10:30pm
		x8	Others
TVB Classic	305	x4	Mon – Sun • 8am – 12pm, 6pm – 10pm
		x3	Others
TVB Jade	310	x8	Mon – Fri • 8:30pm – 10:30pm
		x6	Mon – Sun • 6:30pm – 12am (excl. Mon – Fri 8:30pm – 10:30pm)
		x5	Mon – Sun • 1pm – 6:30pm
		x4	Others
TVB Xing He	319	x5	Mon – Fri • 7pm – 12am
		x4	Sat & Sun • 8pm – 12am
		x3	Others
TVBS Asia	320	x3.5	Sat & Sun • 6pm – 11pm
		x2.5	Others

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time.
Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.



**INDIAN
SEGMENT**

ASTRO TV ADVERTISING RATE CARD

INDIAN SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Adithya	214 (SD)	x3.5	All
Astro Vaanavil	201	x4.5	Mon – Sun • 8pm – 12am
		x3.5	Others
Astro Vellithirai	203	x7	Mon – Sun • 6pm – 12am
		x4.5	Others
Astro Vinmeen HD	202	x8	Mon – Sun • 8pm – 12am
		x5	Others
Colors Hindi HD	116	x5	All
Colors Tamil HD	222	x7	All
KTV	216	x7	Mon – Sun • 6pm – 12am
		x4.5	Others

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time. Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

ASTRO TV ADVERTISING RATE CARD

INDIAN SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Sun Life	217	x4.5	Mon – Sun • 8pm – 12am
		x3.5	Others
Sun Music	212	x3	All
Sun News	215	x7	All
Sun TV	211	x8	Mon – Sun • 6pm – 12am
		x5	Others
Zee Cinema	251	x5	All
Zee Tamil HD	223	x7	Mon – Sun • 6pm – 12am
		x4.5	Others

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time. Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.



**ENGLISH
SEGMENT**

ASTRO TV ADVERTISING RATE CARD

ENGLISH SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Animal Planet	556	x3	All
Asian Food Network	709	x5	All
AXN	701	x10	Mon – Sun • 9pm – 12am
		x7	Mon – Sun • 6pm – 9pm
		x5	Others
BBC Earth	554	x3	All
BBC Lifestyle	717	x4	All
Crime + Investigation	714	x3	All
Discovery Asia	553	x3	All
Discovery Channel	552	x4	All
DMAX	716	x3	All
Food Network	708	x4	All
Global Trekker	551	x4	All
HGTV	715	x5	All
HISTORY	555	x5	All

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time. Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

ASTRO TV ADVERTISING RATE CARD

ENGLISH SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
HITS	706	x4	All
HITS Movies	401	x4	All
HITS NOW <small>(New channel launched on 10 January 2024)</small>	702	x4	All
Lifetime	703	x4	All
SHOWCASE	413	x10	Mon – Sun • 6pm – 12am
		x5	Others
TLC	707	x5	All
Warner TV	712	x5	All

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time. Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

A decorative graphic consisting of two overlapping green circles, one lighter and one darker, positioned in the center-right of the page. Behind the circles are several thin, wavy, light-green lines that resemble smoke or flowing liquid, extending horizontally across the middle of the page.

**GENNEXT
SEGMENT**

ASTRO TV ADVERTISING RATE CARD

GENNEXT SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Astro Ceria	611	x8	Mon – Sun • 8am – 6pm
		x5	Others
Astro Tutor TV	603	x3	All
Cartoon Network	615	x3.5	All
MTV	718	x3	All

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time. Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

A teal-colored sphere is centered on the right side of the page. It is surrounded by several wavy, translucent blue lines that appear to be flowing or emanating from the sphere, creating a sense of movement and depth. The background is plain white.

**NEWS
SEGMENT**

ASTRO TV ADVERTISING RATE CARD

NEWS SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Astro AWANI	501	x5	All
Al Jazeera English	513	x5	All
BBC News	512	x5	All
Bloomberg TV	517	x5	All
CNA	515	x5	All
CNBC Asia	516	x5	All
CNN	511	x5	All

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time. Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

A decorative graphic featuring a central red circle with a white outline. The circle is surrounded by several wavy, translucent lines in shades of orange and red, creating a sense of motion or energy. The background is plain white.

**SPORTS
SEGMENT**

ASTRO TV ADVERTISING RATE CARD

SPORTS SEGMENT			
CHANNEL NAME	CHANNEL NO.	CATEGORY	TIMEBELT
Astro Arena	801	x5	All
Astro Arena 2	802	x3.5	All
Astro Arena Bola	803	x3.5	All
Astro Arena Bola 2	804	x3.5	All
ASTRO SuperSport	811	x3.5	All
ASTRO SuperSport 2	812	x3.5	All
ASTRO SuperSport 3	813	x3.5	All
ASTRO SuperSport 4	814	x3.5	All
Golf Channel	822	x4	All
WWE Network	821	x3.5	All

Astro reserves the right to amend any of the above pricing categories and/or their timebelts from time to time. Premium rates are applicable to special programmes/events. All channels are in HD unless indicated otherwise.

GENERAL TERMS & CONDITIONS FOR THE PROVISION OF AIRTIME

1. Definitions

- a) "Advertiser" means a person, firm or company making a booking for the transmission of Advertisement Material, otherwise through or by means of an Agent and includes its successors-in-title and permitted assigns;
- b) "Accredited Client" means any client affiliated with the Association of Accredited Advertising Agents Malaysia (4A's) or such other client duly authorised in writing by MBNS at its sole and absolute discretion;
- c) "Act" means the Personal Data Protection Act 2010 including all guidelines, rules and regulations, and subsequent amendments;
- d) "Advertisement Material" means any material in written form, pictures, images, audio or video in the format acceptable by MBNS for transmission by MBNS;
- e) "Airtime Agreement" means the agreement entered into between MBNS and the Client in respect of the purchase of airtime (for spots or sponsorship) to which these terms and conditions are deemed a part of;
- f) "Agent" means a person, firm or company or Accredited Client carrying on the business involving the selection and purchase of advertising time for persons wishing to advertise, and its successors-in-title and permitted assigns;
- g) "Client" means the Advertiser or the Agent as the case may be;
- h) "Commercial Code" means a specific code assigned by MBNS for an Advertisement Material for identification purposes;
- i) "Credit Account" means the credit account which may be granted by MBNS to the Client (if any) from time to time on the terms thereof;
- j) "Date of Transmission" means the date of intended transmission for the Advertisement Material and where there is more than one date of transmission, the Date of Transmission means the date of the first transmission;
- k) "SST" means Sales Tax and Services Tax;
- l) "MBNS" means MEASAT Broadcast Network Systems Sdn Bhd (Company No. 240064-A), its successors-in-title and assigns;
- m) "Technical and Language Requirements" means the requirements as set out in Appendix A and such amendments or variations thereto as may be notified by MBNS from time to time;
- n) "Transmit" or "Transmission" means the sending of an advertisement from MBNS' transmission suite for broadcast within Malaysia;
- o) "Rates" means the rates for the airtime as set out above (the Rate Card) issued by MBNS, as may be amended from time to time by MBNS;
- p) "Working Day" means a day other than Saturday, Sunday or public holiday.

2. Advertisement Material

The Advertisement Material submitted by the Client must:-

- a) satisfy the Technical and Language Requirements of MBNS or any other requirement or guidelines issued by MBNS from time to time;
- b) comply with the Perbadanan Kemajuan Filem Nasional Malaysia Act, 1981 and the Communications and Multimedia Act, 1998 (and any amending or superseding Act);
- c) comply with the other laws, by-laws, rules and regulations from time to time in force in Malaysia;
- d) comply with the "Advertising Code for Television and Radio" and any other advertising code or guidelines issued by the Ministry of Information and/ or the Communications and Multimedia Commission or any other authority from time to time and any amendments/revisions thereto or superseding Act; and
- e) comply with all requirements for payments of royalties or license fees or any other payments in respect of any third party rights in connection with the Advertisement Material including the transmission and broadcast of the advertisement by MBNS.

3. Acceptance of Advertisement Material

- a) The Client shall place its bookings for airtime with MBNS not less than fourteen (14) Working Days prior to the Date of Transmission.
- b) Notwithstanding anything herein, MBNS shall not be bound, and shall not be deemed or construed bound to provide any airtime to the Client unless and until MBNS confirms the Client's airtime booking in writing ("MBNS Confirmation").
- c) MBNS reserves the right to make any amendments whatsoever to the contents of MBNS Confirmation up to the date of transmission of any confirmed booking contained in MBNS Confirmation and the Client shall be notified of such amendments via emails or phone calls ("Amendment Advice").
- d) Any discrepancies in MBNS Confirmation or Amendment Advice must be notified by the Client to MBNS to be received by MBNS within five (5) clear Working Days of the date of MBNS Confirmation or Amendment Advice as the case may be, failing which the Client shall be deemed to have accepted the MBNS Confirmation or Amendment Advice as the case may be.
- e) The Advertisement Material and transmission instructions must be delivered to MBNS not less than fourteen (14) Working Days prior to the Date of Transmission or other such period as may be agreed in writing by MBNS.
- f) Delivery of the Advertisement Material shall be deemed to have been made only when the conditions set out in paragraphs 2(a) to 2(e) have been met and the relevant transmission instructions have been given.
- g) Transmission instructions must be made and confirmed by the Client in writing by letter, email or facsimile (followed by the posting of the original) to MBNS and shall not be deemed received until actual receipt by MBNS.
- h) In the event of non-compliance with any of the requirements in paragraphs 3(a), 3(d) to 3(g) by the Client:-
 - i. MBNS shall not be liable for any error or accidental misuse of the Advertisement Material during transmission; or
 - ii. MBNS may cancel the booking and at its discretion impose a surcharge under paragraph 8 as if the cancellation had been made by the Client.
- i) If MBNS decides that the Advertisement Material is unsuitable, MBNS shall notify the Client who must submit alternative Advertisement Material as soon as possible and in any case, not later than seven (7) Working Days prior to the Date of Transmission.
- j) The provisions of paragraph 3(h)(ii) shall also apply if:-

- i. no alternative Advertisement Material is supplied by the Client; or
 - ii. the alternative Advertisement Material is also unsuitable.
- k) The provisions of paragraphs 3(a) to 3(j) shall be without prejudice to any special arrangements agreed by MBNS and the Client for bookings made at shorter notice as may be agreed in writing by MBNS.
- l) MBNS reserves the right, in its absolute discretion to:-
- i. decline to transmit any Advertisement Material without any reason in writing for so declining but in such event, the Client shall not be liable to pay for any Advertisement Material not transmitted. In the event advance payment has been made by the Client, the Client's account with MBNS shall be credited with such amounts and may be utilised towards payment of subsequent bookings by the Client;
 - ii. fade, edit or cut the Advertisement Material or any part thereof which in the opinion of MBNS contains unsuitable material but the Client shall remain liable to MBNS for the charges payable hereunder or by virtue of the Airtime Agreement; or
 - iii. refuse to transmit any Advertisement Material containing references to more than one product or service and unless a suitable alternative is submitted in accordance with paragraph 3(i), paragraphs 3(h) and 3(j) shall apply; and MBNS shall not be liable to the Client or otherwise for any reason whatsoever.

4. Transmissions

- a) MBNS will endeavour to transmit an Advertisement Material at the dates and time segment booked and confirmed for a particular channel but MBNS makes no representation or warranty that the dates and/or times of transmission shall be adhered to.
- b) If an Advertisement Material is not transmitted on the day and in a segment of the rate arranged, MBNS shall offer a transmission in that same channel at some other time and/or some other date in the segment of the rate bearing the same value as that originally booked. If such offer is not acceptable to the Client, MBNS shall not charge the Client other than for any fees or expenses which MBNS may have reasonably incurred in respect of any facilities arranged or provided which shall be paid by the Client. In the event advance payment has been made by the Client, the Client's account with MBNS shall be credited with such amount and may be utilised towards payment of subsequent bookings by the Client. The Client shall have no claim against MBNS in respect of such rescheduled transmission or non-transmission, as the case may be, and shall indemnify MBNS against any claim by a third party in such respect.
- c) MBNS reserves the right, in its absolute discretion to:-
- i. reschedule confirmed bookings of airtime if conflicts arise between products and programmes including programme content or as a result of bookings for sponsorship;
 - ii. reschedule confirmed bookings of airtime for broadcast of any priority matter including but not limited to government announcements or for broadcast of live programmes;
 - iii. place all airtime booked under a programme into a new programme if the previous programme has been changed; or
 - iv. pre-empt any airtime booked;
- and MBNS shall not be liable to the Client or any other party for any reason whatsoever.
- d) If any bookings confirmed by MBNS are rescheduled or placed under a new programme title by MBNS in accordance with paragraph 4(c), the Client shall remain liable to MBNS for the charges payable hereunder or by virtue of the Airtime Agreement. If any bookings confirmed by MBNS are pre-empted and not transmitted by MBNS, the Client shall not be liable to pay for any Advertisement material not transmitted.
- e) The Client shall notify the Head of Commercial Traffic, Media Sales of any technical errors or incorrect materials used in an advertisement transmitted by MBNS within two (2) Working Days of transmission, failing which, the advertisement shall be deemed to have been correctly transmitted.
- f) MBNS shall in no event incur any liability whatsoever for any failure to transmit all or any part of any advertisement for any reason whatsoever including but not limited to delays, blackouts and/or edits, or for any error in any advertisement transmitted or for any substitutions of programming and the Client shall indemnify MBNS for any claims whatsoever arising therefrom.

5. Unavailability of Title in Sponsorship

MBNS does not warrant that the Title stated in the Airtime Agreement for a sponsorship shall be available on the Date of Transmission and MBNS reserves the right to proceed with transmission of the Advertisement Material for a different Title in the event MBNS is unable to notify the Client of the same for any reason beyond its control. In such event, the Client shall be liable to pay MBNS for any Advertisement Material transmitted pursuant hereto notwithstanding the Client's refusal or failure to endorse the change when informed.

6. Force Majeure

- a) Notwithstanding any other term and condition herein or in the Airtime Agreement, MBNS shall not be deemed to be in breach nor otherwise be liable to the Client for any delay, failure or interference in transmission of any Advertisement Material caused by circumstances beyond its reasonable control such as, but not limited to war, civil disturbance, order of a government ministry or department or public authority, fire, flood, rain outage, natural catastrophe, royal demise, labour dispute, lock-out, withdrawal of services or supplies or other services or transport (public or otherwise) or act of God or breakdown in equipment including but not limited to communication link failure, ground uplink or downlink facility failure, satellite or transponder failure or other inevitable accident.
- b) Upon the happening of any of the events, the obligations of MBNS and any period of time then running shall be suspended for the period of the event plus such time as may be required to resume normality.
- c) Without prejudice to paragraph 6(b), if any of the events above results in MBNS' transmission activities being restricted, curtailed or prevented, MBNS may at any time, notwithstanding anything in these terms contained, forthwith terminate the Airtime Agreement without prejudice to MBNS' right to be paid by the Client any monies due and owing by the Client as at the time of such termination. Further, without prejudice to paragraph 6(b), if any event above results in MBNS' transmission not being received in any location in Malaysia, the Client shall be liable to pay MBNS the full amount due for the transmission provided that the transmission was made and received in any other location in Malaysia.

7. Rates

- a) Unless otherwise agreed between MBNS and the Client in writing, the Rates of advertisement shall be as set out in the Rate Card, as may be amended from time to time by MBNS.
- b) i. MBNS reserves the right to revise Rates of advertisement, change the terms and conditions herein or in the Airtime Agreement and/or the time segments, at two (2) weeks' notice to the Client.

- ii. The Client shall, by serving written notice to MBNS within seven (7) Working Days of the date of the notice of change, be entitled to cancel any booking affected by the change.
- iii. The new Rates shall be effective and apply to advertisement transmitted only after the end of MBNS' notice of period.
- c) The provision of paragraphs 7(a) and 7(b) shall be without prejudice to any special arrangements made by the parties in respect of the Rates.

8. Cancellations

- a) Subject to paragraph 8(d) and without prejudice to any antecedent rights of MBNS, the Client may cancel confirmed bookings upon giving written notice to MBNS. However in such event, MBNS reserves the right to claim the following surcharges from the Client:-

No. of days from date of MBNS' receipt of written notice to Date of Transmission	Surcharge of (% of Gross Rate)
i. Not less than 15 days	10%
ii. Within 7 to 14 days	30%
iii. Within 3 to 6 days	50%
iv. Less than 48 hours	100%

- b) Any written notice of cancellation shall take effect only upon actual receipt of the notice by MBNS.
- c) MBNS may at its absolute discretion allow the cancellation and rescheduling of certain bookings in the same channel to a date no later than thirty (30) days from the Date of Transmission.
- d) Paragraph 8(a) shall not apply to confirmed bookings under an Airtime Agreement for sponsorship. In the event of any cancellation of a confirmed booking for sponsorship, the Client shall be liable to pay for the full amount of the gross value of the confirmed booking as set out in MBNS Confirmation.

9. Material and Property Liability

- a) The Advertisement Material shall be submitted by the Client online via the registered vendors providing digital delivery service i.e. TVCXPRESS (M) Sdn Bhd and Adstream Asia OnTime (M) Sdn Bhd (or any other registered vendor as may be determined by MBNS) and shall comply with the requirements set out in Appendix A.
- b) MBNS shall store the Advertisement Material for up to one (1) year from the date of submission of the Advertisement Material.
- c) MBNS shall not be held liable for any loss or damage whatsoever to the Advertisement Material or any other property of the Client.

10. Record of Telecast

- a) All dates and times of transmission will be recorded in the system maintained by MBNS.
- b) The contents in the Broadcast System shall, in the event of any dispute in respect of the Client's account, be taken as final and conclusive proof of such transmission, save as where there is a case of manifest error.

11. Payment

- a) Invoices shall be in Malaysian Ringgit and all payments shall be made in Malaysian Ringgit.
- b) The Client (save for an Accredited Client) shall make payments in respect of all invoices by MBNS no later than seven (7) Working Days before the Date of Transmission of the Advertisement Material for which the invoice is rendered, or in the event the Client has been granted a Credit Account within such period of credit granted by MBNS, subject always to the due performance by the Client of all terms and conditions of the Credit Account. Notwithstanding anything herein contained, the Client may at its option, issue an on-demand, unconditional and irrevocable bank guarantee in favour of MBNS, in a form and upon terms acceptable to MBNS, no later than seven (7) Working Days before the Date of Transmission as security for payment in respect of all invoices by MBNS. In default of payment, MBNS shall be entitled without prejudice to its other remedies for breach of contract, to refuse to transmit the Advertisement Material. For the avoidance of doubt, the Credit Account shall not extend to payment of cancellation fees pursuant to paragraph 8(a) herein.
- c) Save for paragraph 11(d), an Accredited Client shall make payments in respect of the invoices no later than forty five (45) calendar days from the date of MBNS invoice.
- d) In the event an Accredited Client fails to comply with the provisions of paragraph 11(c), MBNS may, after giving a warning in writing to the Accredited Client, require any future accounts to be dealt with in accordance with paragraph 11(b). Further, MBNS reserves the right to remove the Accredited Client from its list of accredited clients and/or reduce the discount or revoke the discount at its sole and absolute discretion.
- e) Payments may be made via cash, cheque or wire transfer. Payments via wire transfer must be made to such bank account as MBNS may from time to time specify in writing to be received in such account not later than 12 noon on the relevant due date. The Client shall as soon as possible despatch to MBNS by way of facsimile and confirmation by post, a copy of the relevant debit advice confirming the transfer of funds and making reference to the specific invoices that are being settled. All bank transfer charges and/or discount payable shall be borne by the Client. Notwithstanding the foregoing, MBNS may apply any payments against invoices of its choice, at its absolute discretion.
- f) Time for payment is of the essence and non-receipt of any invoice shall not release the Client from its obligations to pay MBNS on the relevant due date.
- g) In the event of any dispute regarding an invoice, the Client shall notify MBNS within fourteen (14) Working Days from the date of the invoice, failing which, the invoice shall be deemed correct.
- h) An unsettled account whether under paragraph 11(b) or 11(c) shall be subject to an immediate surcharge on a daily basis of 1.5% per month of such outstanding amount with effect from the last date on which the outstanding amount ought to have been paid.
- i) MBNS reserves the right at any time to review and vary the surcharge and/or the dates on which the surcharge shall apply.
- j) All payments shall be made in full and the Client shall have no right to claim any set off or to make any counter claim whether in any proceeding brought by MBNS or otherwise.
- k) In the event the Client is an Agent, the Agent must bill its client strictly in accordance with MBNS' Rates or otherwise as specified by MBNS in accordance with MBNS' invoice.

- l) In the event the Client is in default of payment for any Agreement, MBNS reserves the right to appoint debt collectors, initiate legal action or take such other action to recover the same from the Client and the Client shall be liable to bear all costs and legal expenses incurred by MBNS as a result thereof.
- m) Invoices issued by MBNS and any statement signed by an officer of MBNS shall (save for manifest error) be conclusive evidence of the amounts from time to time owing by the Client to MBNS under or in connection with the provision of the Services.

12. Tax

- a) All sums payable are exclusive of service tax, value added or withholding taxes, imposts, duties or charges (the payment of which is the Client's obligation) and if the Client is required to deduct from any payment hereunder any value added or withholding taxes, service tax or imposts, duties or charges imposed on the Client, MBNS or otherwise howsoever, the Client shall pay to MBNS such additional sum so as to enable MBNS to receive in full the payment that would otherwise have been payable to MBNS.
- b) If Service Tax or tax of similar nature ("Government Indirect Taxes") is required by law to be paid by MBNS to the relevant authorities in Malaysia for the goods or services supplied hereunder, Client agrees that any sum payable by Client to MBNS pursuant to this Agreement shall be deemed to be exclusive of any Government Indirect Taxes. In such an event, Client shall pay to MBNS a sum equal to the amount of such Government Indirect Taxes under each invoice subject always to the following:
 - i) MBNS is duly licensed by the relevant Malaysian authorities to collect such Government Indirect Taxes;
 - ii) The appropriate Government Indirect Taxes for each invoice is included under the relevant invoice at the time of the issuance of the invoice; and
 - iii) All invoices provided by MBNS to Client comply with the relevant law of Government Indirect Taxes enforced by the Malaysian authorities.

13. Warranties and Indemnities

The Client warrants and undertakes that:-

- a) the Advertisement Material complies with the requirements set out in paragraph 2;
- b) it has obtained, or shall, at its own expense, the necessary licences and consents for the use of any copyrighted material or the appearance or voice of any person in the Advertisement Material;
- c) the Advertisement Material does not contain:-
 - i. false, inaccurate or misleading information about the product or other object of the promotion;
 - ii. statements derogatory, defamatory, slanderous or racially inflammatory of any third party;
- d) it shall indemnify and keep MBNS indemnified against all actions, proceedings, penalties, claims and demands arising in any manner whatsoever including any royalties payable upon each transmission of the Advertisement Material, in the event of any breach of the above warranties in any manner whatsoever or in consequence of the use, recording or broadcasting, in the form submitted or prescribed, of the Advertisement Material supplied by or transmitted for the Client.

14. Agent

- a) Where the Client is an Agent (including an advertising agent or agency) the Agent shall be deemed to contract as principal in all respects and as such shall be personally liable, inter alia, for the payment of MBNS invoices and for all warranties and indemnities hereunder.
- b) In the event that the Agent is replaced by another agent ("the new Agent") on the authorisation, express or implied, of the Advertiser during the operational period of the Airtime Agreement, the Agent shall notify MBNS forthwith of such change in the form set out in Appendix B.
- c) The terms and conditions of the Airtime Agreement and herein shall be binding on the new Agent with effect from the date of its appointment whilst the Agent shall continue to be liable for all obligations of the Client under the Airtime Agreement and herein prior to the date of the appointment of the new Agent.
- d) The Agent shall not be discharged from any liability incurred prior to the date of appointment of the new Agent, including in respect of any bookings made and confirmed by the Agent prior to such date (whether transmission is before or after such date) unless MBNS has given its approval in writing to an alternative arrangement between the relevant parties.
- e) Notwithstanding anything herein contained, both the Agent and Advertiser shall be jointly and severally liable for payment of MBNS invoices.

15. Termination

MBNS may terminate this Agreement or the Airtime Agreement at any time upon seven (7) days written notice to the Client if:-

- i. the Client commits any breach of these terms and conditions;
- ii. the Client becomes insolvent, has a receiving order in bankruptcy filed or entered against it, compounds with its creditors or fails to satisfy any judgment entered against it within ten (10) days after entry of such judgment.

The termination of this Agreement shall be without prejudice to any other rights and/or remedies of MBNS.

16. Publicity and Information Concerning Advertisements

No Client shall, without prior written consent of MBNS, publish any information in connection with any Airtime Agreement or Advertisement Material between the Client and MBNS.

17. MBNS' Rights to Retain Copy

The Client hereby grants to MBNS the right to make a copy of the Advertisement Material for MBNS' records.

18. Data Protection

- a) The Client hereby undertakes that it shall fully comply with the provisions of the Act applicable to the processing of personal data as defined in the Act and specifically, that personal data of individuals disclosed to the Client pursuant to the Services ("Disclosed Data") shall not be used for purposes not connected with the Services without the consent of such individual.
- b) The Client shall immediately notify MBNS in the event of any claim or complaint from any data subject of Disclosed Data and/or where there has been an event of non-compliance with the Act by the Client, whether discovered by the Client or forming the subject of an investigation and/or action by the relevant authorities.

19. Programmes

- a) The content of programmes and the time at which programmes are transmitted shall be entirely within the discretion of MBNS and MBNS shall not be liable for any failure to transmit any programmes advertised in any publication or failure to transmit any programmes at an advertised time.
- b) MBNS reserves the right for whatever reason to cease or interrupt transmission of any of its channels without prior notice to the Client.

20. Interpretation

Words and phrases used in this Agreement will, where the context allows, have the meanings ascribed to them in this Agreement. This Agreement and the Airtime Agreement, as the case may be, contains the entire agreement between the parties to the exclusion of any other written and/or verbal representations and statements.

21. Assignment

MBNS reserves the right at any time to assign this Agreement. Subject to paragraph 14, this Agreement may not be assigned by the Client.

22. Waiver

Any waiver of any term or condition of the Agreement by MBNS shall not be deemed to be a waiver of any subsequent breach of such term or condition or any other term or condition of the Agreement.

23. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Malaysia.

24. General Provisions

- a) Any notice, demand or other communication shall be served by either party upon the other party either by electronic email, delivered by hand, courier and/or prepaid ordinary post or registered post (not being AR registered), facsimile to the address of the other party as set out in the Airtime Agreement or to the other party's last known address in either party's record.
- b) Notices, demands or other communication shall be deemed effective:-
 - (i) if by electronic mail or hand delivery, on the day of delivery;
 - (ii) if by prepaid ordinary post or by registered post, five (5) days after it was duly posted;
 - (iii) if by courier, 1 day after dispatch; or
 - (iv) if by facsimile, on the day of transmission provided that the transmission report from the sender's facsimile machine confirms that transmission is in full and without error.
- c) A copy of any notice and/or demand shall be copied to MBNS' Legal Department at the following address:-

Head of Legal
All Asia Broadcast Centre
Technology Park Malaysia
Lebuhraya Puchong Sungai-Besi
Bukit Jalil, 57000 Kuala Lumpur
- d) MBNS and the Client are independent contractors and the Airtime Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between MBNS and the Client. Neither MBNS nor Client shall have the power to bind the other or incur obligations on the other's behalf without the other party's prior written consent, except as otherwise expressly provided herein.
- e) In the event any provision of the Airtime Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.

APPENDIX A

Technical and Language Requirements

The Client shall comply with the following requirements when submitting the Advertisement Material online:

HD Specifications

- All HD commissioned content delivered to Astro should use the Sony XDCAM HD422 codec
- The video should be encoded according to the standards below

File Extension	.mov (file wrapper)
Audio Encoder	Ch.1 & 2: 24-bit, Stereo (L R), 48.000 kHz (1st Lang.)
	Ch.3 & 4: 20-bit, Dolby E Stream 5.1 (1st Lang.)
	Ch.5 & 6: 24-bit, Stereo (L R), 48.000 kHz (2nd Lang.)
	Ch.7 & 8: 20-bit, Dolby E Stream 5.1 (2nd Lang.)
Video Encoder	Format : QT
	Width : 1920
	Height : 1080
	Pixel Aspect Ratio : Square
	Frame Rate : 25
	Bitrate Mode : CBR
	Codec Type : XDCAM HD422 1080i50 (50Mb/s)

SD Specifications

- All SD Commissioned content delivered to Astro is required to be in:

File Container	mxp OP1-A (File Wrapper) .mxf file extension
Audio Encoder	16-bit, Stereo (L R), 48.000 kHz (AES3)
Video Encoder	Format : PAL
	Width : 720
	Height : 608
	Aspect Ratio : 4:3
	Frame Rate : 25
	Video Bitrate : 30Mbps
	Bitrate Mode : CBR
	Codec Type : MPEG 2 Video (IMX-30 eg.30Mb I-Frame only)
	Interlacing : Yes

Language Requirements:

- i) For Malay programmes, voice track of commercials shall be in Bahasa Malaysia or English.
- ii) For Chinese programmes, voice track of commercials shall be in Chinese, Bahasa Malaysia or English.
- iii) For Tamil/Hindi programmes, voice track of commercials shall in be Tamil, Bahasa Malaysia or English.
- iv) For English programmes, voice track of commercial shall be in English or Bahasa Malaysia.

PROVIDED THAT MBNS shall have the right not to transmit any commercial in the event any language restriction is imposed on MBNS at any time by any relevant authority.

APPENDIX B

(Name and address of the Agent)

To: MEASAT Broadcast Network Systems Sdn. Bhd.

Astro All Asia Broadcast Centre, Technology Park Malaysia Lebuhraya Puchong - Sungai Besi,
Bukit Jalil 57000 Kuala Lumpur, Malaysia

Dear Sirs,

Notice of Change of Advertising Agents

This is to inform you that, with effect from (date of appointment), (name and address of new agent) has been appointed to take over from our (firm/company) and the said (name of new Agent) hereby undertakes to be bound by the same terms and conditions in the following contract(s) :-

(Date)

(Name of Contract)

Yours faithfully,

(Authorised signatory of the Agent)

Date:

We hereby agree to be bound by the abovementioned agreements in place of (name of Agent) as if there had been a formal assignment executed between us to this effect and shall be liable under the abovementioned agreements as from (date of appointment)

(Authorised signatory of the new Agent)

Date:



Astro Media Solutions Sdn Bhd (708931-H)

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