

# SAKURA Television Network Limited

Contract No. NZ-   -

## Purchase Agreement for TVC and Promo

This is a contract made between Sakura Television Network Limited (hereunder named as **Sakura**) and

\_\_\_\_\_ (hereunder named as **The Advertiser**)

(Company name, organization name, local government name or person)

\_\_\_\_\_ ; on \_\_\_\_ day of \_\_\_\_\_, 2018.

(The Advertiser Postal Address)

The Advertiser agreed to buy and Sakura agreed to sell air-time for the purpose of advertising commercials or promotional footage on Sakura as the terms and conditions stipulated in this Agreement. In order to maintain a perfect programme flow, the scheduling of such commercials shall be at the absolute discretions of Sakura.

### INFORMATION OF THE ADVERTISER:

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ TEL No.: \_\_\_\_\_

Mobile No.: \_\_\_\_\_ Email: \_\_\_\_\_

### ENTITLEMENT PER PACKAGE:

\_\_\_\_\_ spot(s) daily for \_\_\_\_\_ weeks (minimum 4 weeks) of \_\_\_\_\_ "SEC commercials/promotion

On air from \_\_\_\_\_ to \_\_\_\_\_ include first day from 00:01AM to the last day to 23:59PM

### ADVERTISING COST:

The Advertiser agreed to pay Sakura the following amounts for the commercial or promotion air-time as stipulated in the above entitlement:

1. Cost per package: NZ\$ \_\_\_\_\_ +GST(15%)

2. Total number of Package: NZ\$ \_\_\_\_\_ +GST(15%)

Total Cost: NZ\$ \_\_\_\_\_ +GST(15%)

### PAYMENT TERMS: Within 20 days of invoice date or last screened date.

### TERMS AND CONDITIONS:

1. The Advertiser shall pay Sakura without any deduction or set off within 20 days of the issue date of invoice. The payment shall be made out to Sakura Television Network Limited. For any outstanding payment, Sakura shall be entitled to recover as a Due Debt, all costs incurred in the recovery and/or collection of any monies owing, including all Debt Collection Agents fees or Legal fees on a Client/Solicitor basis.
2. Under any circumstances, the Advertiser shall pay Sakura penalty fee for early cancellation of the advertising requested by the Advertiser. The penalty fee shall be 50% of the unimplemented advertising fees calculated as: 0.5 x (total amount – implemented advertising fees).
3. Sakura has the right to adjust the price if the contract is not executed in 8 weeks.
4. Sakura will not take responsibility for any claims or complaints in relation to any use or publication of the commercial or promotional videos whether on any of the Sakura channels or elsewhere. The Advertiser agrees to the use and publication of the finished commercial or promotion at the clients risk and releases Sakura from all claims and demands and from all liability which may arise in respect of any use or publication of the commercial or promotional materials including promotional video clips.
5. The Advertiser will indemnify Sakura against all claims, complaints, actions, losses, and expenses (including legal costs on a solicitor/own client basis) for which Sakura may be or become liable arising out of any use or publication of the commercial or promotion.
6. The Advertiser warrants that nothing in the commercial or promotion infringes upon any persons intellectual property rights and that the commercial or promotion complies with all regulatory requirements.
7. As this contract is signed between Sakura and The Advertiser, it cannot be assigned to any other third parties. Besides, the product(s)/service(s) advertised/promoted in the commercials or promotions should only be owned by The Advertiser. Sakura reserves the right to reject the material(s) carrying different identity or branding from The Advertiser as stipulated above.
8. All contents in this agreement are confidential between Sakura and The Advertiser. Both parties shall not disclose the content in this agreement to any third parties in any formats, no matter it is verbal or written.
9. Sakura Television Network Limited is the division of the Cubic Enterprises Limited, Auckland, New Zealand and their GST (Goods and Service Tax registered, currently at 15%) number is 44-050-919. All figures mentioned above NZ\$ are New Zealand Currency.

### EXECUTION:

Both parties acknowledge that they have read and understood all the terms and conditions as stipulated above, and further agreed and accepted the above terms & conditions as stipulated in this contract:

Signed for and on behalf of  
Sakura Television Network Limited

Signed for and on behalf of

\_\_\_\_\_  
Sales Personnel

\_\_\_\_\_  
Name of the company or organization

\_\_\_\_\_  
Authorized Signature

Name of the authorized person: \_\_\_\_\_

Position of the authorized person: \_\_\_\_\_