

港鐵車廂電視廣告價目表

MTR In-train TV Rate Card

2024年1月生效 Effective from January 2024

2024



香港有線新聞速遞有限公司 Hong Kong Cable News Express Limited

有線寬頻通訊有限公司成員 A member of i-CABLE Communications Limited

港鐵車廂電視獨家廣告總代理及內容供應商

The exclusive commercial airtime sales distributor & content provider of MTR In-train TV

Includes East Rail Line, Tuen Ma Line, Kwun Tong Line, Island Line and South Island Line

包括東鐵綫、屯馬綫、觀塘綫、港島綫及南港島綫

廣告價目表（港幣） ADVERTISING RATE CARD (IN HONG KONG DOLLARS)

廣告 TVC

港鐵車廂電視網絡 (A)

MTR In-train TV Network (A)

包括東鐵及屯馬綫

Includes East Rail and Tuen Ma Lines

廣告長度 (秒) Duration (sec)	每日發放價目 Daily Rate
30	HK\$ 50,000
25	HK\$ 45,000
20	HK\$ 40,000
15	HK\$ 30,000
10	HK\$ 20,000
5	HK\$ 15,000

廣告長度 (秒) Duration (sec)	每日發放價目 Daily Rate
60	HK\$ 100,000
55	HK\$ 95,000
50	HK\$ 90,000
45	HK\$ 80,000
40	HK\$ 70,000
35	HK\$ 65,000

港鐵車廂電視網絡 (B)

MTR In-train TV Network (B)

包括觀塘、港島及南港島綫

Includes Kwun Tong, Island and South Island Lines

廣告長度 (秒) Duration (sec)	每日發放價目 Daily Rate
30	HK\$ 37,500
25	HK\$ 33,750
20	HK\$ 30,000
15	HK\$ 22,500
10	HK\$ 15,000
5	HK\$ 11,250

廣告長度 (秒) Duration (sec)	每日發放價目 Daily Rate
60	HK\$ 75,000
55	HK\$ 71,250
50	HK\$ 67,500
45	HK\$ 60,000
40	HK\$ 52,500
35	HK\$ 48,750

i-Banner

港鐵車廂電視網絡 (A)

MTR In-train TV Network (A)

包括東鐵及屯馬綫

Includes East Rail and Tuen Ma Lines

廣告長度 (秒) Duration (sec)	每日發放價目 Daily Rate
45	HK\$ 18,500

港鐵車廂電視網絡 (B)

MTR In-train TV Network (B)

包括觀塘、港島及南港島綫

Includes Kwun Tong, Island and South Island Lines

廣告長度 (秒) Duration (sec)	每日發放價目 Daily Rate
45	HK\$ 13,870

港鐵東鐵、屯馬、觀塘、港島及南港島綫

MTR EAST RAIL, TUEN MA,

KWUN TONG, ISLAND AND SOUTH ISLAND LINES

列車及液晶體顯示屏數目

No. of Trains and LCD Screens

	車站數目 No. of Stations	列車數目 No. of Trains	普通等 Standard Class		頭等 First Class		每趟列車之 顯示屏總數 Total no. of LCDs per Train	顯示屏總數 Total no. of LCDs
			每趟列車之 車廂數目 No. of Train cars	每個車廂之 顯示屏數目 No. of LCDs per Train car	每趟列車之 車廂數目 No. of Train cars	每個車廂之 顯示屏數目 No. of LCDs per Train car		
東鐵綫 East Rail Line	14+2 ⁽¹⁾	37	8	4 x 27"	1	6 x 27"	38	1,406
屯馬綫 Tuen Ma Line	27	46	8	6 x 19"	N/A	N/A	48	2,208
		17	8	6 x 24"	N/A	N/A	48	816
觀塘綫 Kwun Tong Line	17	35	8	4 x 22"	N/A	N/A	32	1,120
南港島綫 South Island Line	5	10	3	4 x 22"	N/A	N/A	12	120
港島綫 Island Line	17	3	8	4 x 22"	N/A	N/A	32	96
總數 Total		148						5,766

(1) 包括馬場站及落馬洲站：馬場站於賽馬日使用。

(1) Including Racecourse Station and Lok Ma Chau Station. Services to Racecourse Station is available on racing days.

港鐵東鐵、屯馬、觀塘、港島及南港島綫 MTR EAST RAIL, TUEN MA, KWUN TONG, ISLAND AND SOUTH ISLAND LINES

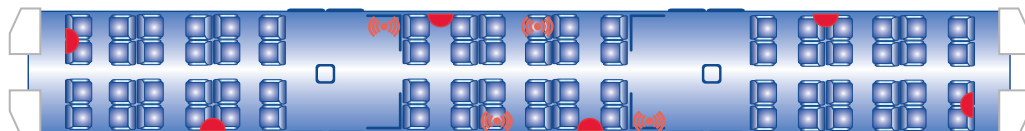
液晶體顯示屏及揚聲器⁽¹⁾分佈圖

Distribution of LCD Screens and Speakers⁽¹⁾ on Board

東鐵綫

East Rail Line

頭等車廂27吋顯示屏分佈圖
Distribution of 27" screens
in First Class train car



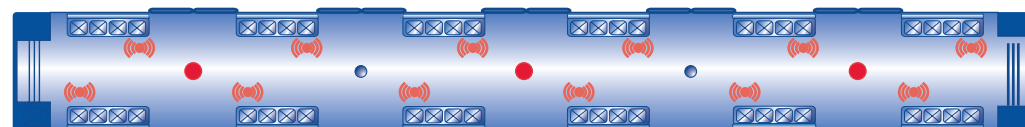
普通等車廂27吋顯示屏分佈圖
Distribution of 27" screens
in Standard Class train car



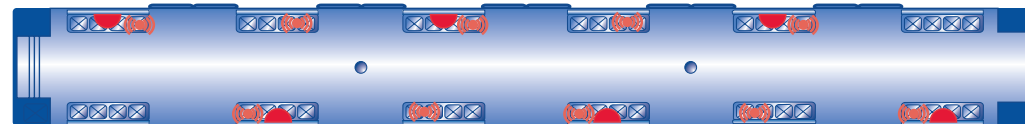
屯馬綫

Tuen Ma Line

19吋顯示屏分佈圖
Distribution of 19" screens



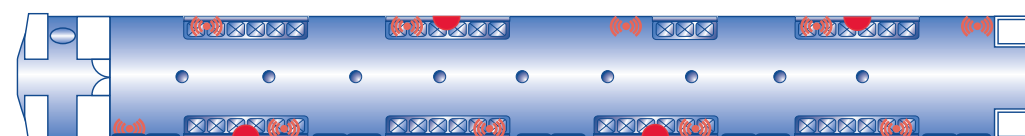
24吋顯示屏分佈圖
Distribution of 24" screens



觀塘綫、港島綫及南港島綫

Kwun Tong Line, Island Line & South Island Line

22吋顯示屏分佈圖
Distribution of 22" screens



(1) 所有東鐵綫、屯馬綫、觀塘綫、港島綫及南港島綫列車均設有靜音區：

- 東鐵綫：2個普通等車廂及頭等車廂內一半座位
- 屯馬綫：2個車廂
- 觀塘綫及港島綫：2個車廂
- 南港島綫：1個車廂

(1) Quiet zones are arranged on all trains of East Rail Line, Tuen Ma Line, Kwun Tong Line, Island Line and South Island Line :

- East Rail Line: 2 Standard Class train cars and half of First Class train car
- Tuen Ma Line: 2 train cars
- Kwun Tong Line & Island Line: 2 train cars
- South Island Line : 1 train car

廣告物料 ADVERTISING MATERIAL

	影像 Visual	聲音 Audio
一般廣告 Commercial	MPEG-4影片高達5Mbps， 1920 x 1080像素 (圖像寬高比16:9) MPEG-4 video, up to 5Mbps, 1920 x 1080 pixels (aspect ratio 16:9)	單聲道模式 (+5PPM) Mono mode at +5PPM
i-Banner ⁽¹⁾ Network A	(A) 全橫條格式 ⁽²⁾ (只適用於2x45秒套餐) Full-length Banner format ⁽²⁾ (applicable to 2 x 45-sec package only) 橫條尺寸 Banner size (像素 pixels): 1920(W) x 113 (H) JPEG or rolling text (in Medium Hei Font) 視窗尺寸 Window size (像素 pixels): 300(W) x 1080 (H)	不適用 N/A
	(B) 全視窗格式 ⁽²⁾ (適用於45秒套餐) Full-length Window format ⁽²⁾ (applicable to 45-sec package) 橫條尺寸 Banner size (像素 pixels): 1570(W) x 113 (H) JPEG or rolling text (in Medium Hei Font) 視窗尺寸 Window size (像素 pixels): 350(W) x 1080 (H)	不適用 N/A
i-Banner ⁽¹⁾ Network B	全視窗格式 ⁽³⁾ Full-length Window format ⁽³⁾ 視窗尺寸 Window size (像素 pixels): 360(W) x 840 (H)	不適用 N/A

(1) 背景顏色請勿使用藍色

(2) 格式尺寸以24吋顯示屏為基礎；適用於東鐵綫及屯馬綫

(3) 適用於觀塘綫、港島綫及南港島綫列車

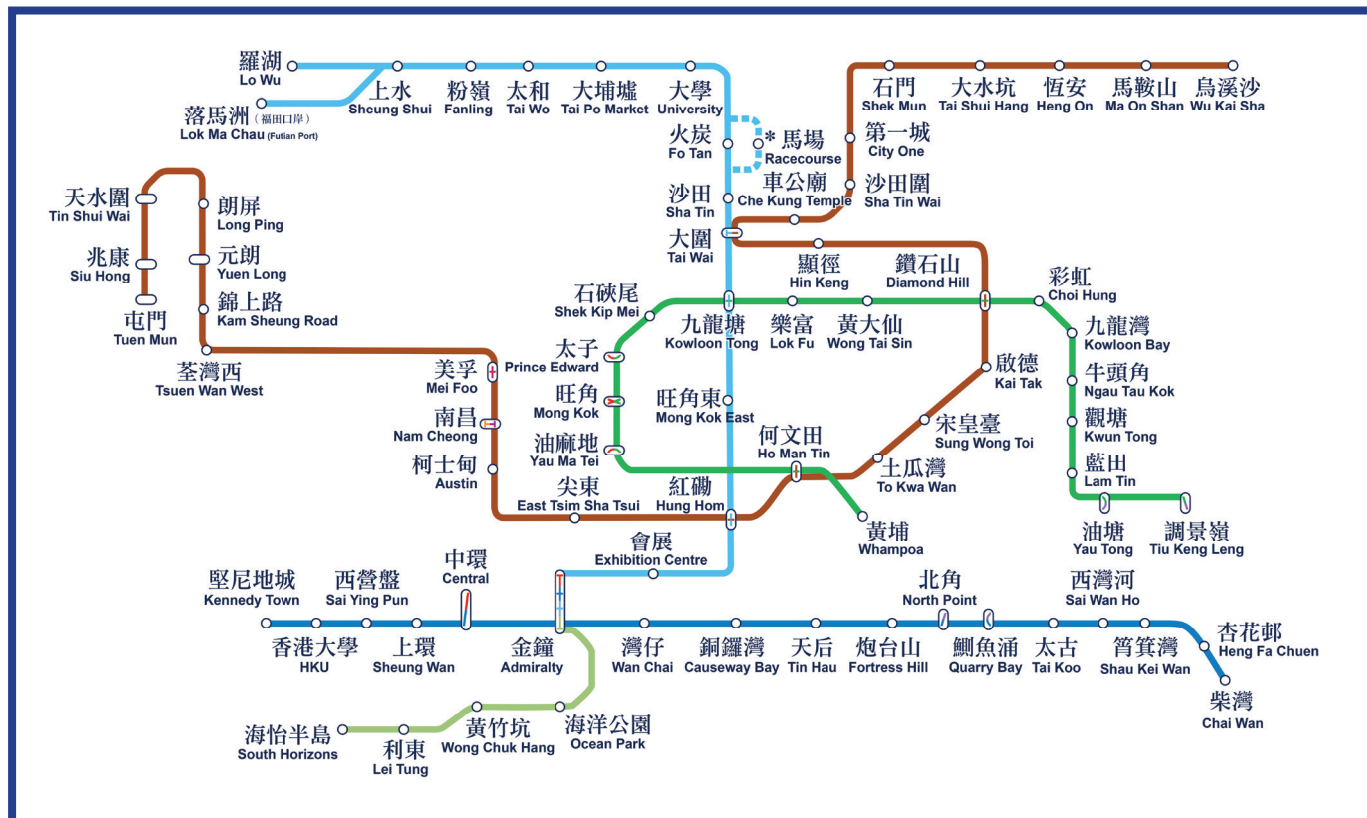
(1) Template background colour must avoid chroma-key blue

(2) Size of materials are based on 24" LCD screens; applicable to East Rail Line and Tuen Ma Line

(3) Applicable to trains running Kwun Tong Line, Island Line and South Island Line

港鐵東鐵、屯馬、觀塘、港島及南港島綫路線圖⁽¹⁾

JOURNEY MAP OF MTR EAST RAIL, TUEN MA, KWUN TONG, ISLAND AND SOUTH ISLAND LINES⁽¹⁾



路線 Line	往來 Plying Between		預計全程行車時間 (分鐘) Estimated Journey Time (Mins)	車站數目 No. of Stations
東鐵綫 East Rail Line	金鐘 Admiralty	羅湖 Lo Wu	44	14
		落馬洲 Lok Ma Chau	50	
屯馬綫 Tuen Ma Line	屯門 Tuen Mun	烏溪沙 Wu Kai Sha	73	27
觀塘綫 Kwun Tong Line	黃埔 Whampoa	調景嶺 Tiu Keung Leng	35	17
	何文田 Ho Man Tin		32	16
南港島綫 South Island Line	海怡半島 South Horizons	金鐘 Admiralty	11	5
港島綫 Island Line	堅尼地城 Kennedy Town	柴灣 Chai Wan	31	17

(1) 路線圖資料以港鐵公布為準，或瀏覽香港鐵路有限公司網頁: www.mtr.com.hk

(1) For updated information on the journey map, please visit MTR Corporation Limited website: www.mtr.com.hk

GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

All Bookings (as defined herein) shall be subject to and governed by these General Terms and Conditions.

1. INTERPRETATIONS

- 1.1 In these Conditions, unless otherwise expressly provided, the terms mentioned herein, the initial letter of which is capitalized, shall have the following respective meanings:

“Advertiser” means a person, firm or company that has placed Booking with HKCNE or has authorized its Advertising Agent to place Booking with HKCNE for the purchase of airtime, programme sponsorship, use of facilities or other services provided by HKCNE for the PIDS Business. The term shall also mean and include the Advertiser’s successors in title and assignees

“Advertising Agent” means a person, firm or company that has placed Booking with HKCNE on behalf of any Advertiser for the purchase of airtime, programme sponsorship, use of facilities or other services provided by HKCNE for the PIDS Business. An Advertising Agent appointed by the Advertiser shall be deemed to have full authority to act on all matters connected with the placing and changing of Bookings and the approval or amendment of Material. HKCNE reserves the right to accept or reject the Advertising Agent appointed by the Advertiser at its complete discretion. The term shall also mean and include the Advertising Agent’s successors in title and assignees

“Applicable Law” means collectively:

- (a) the laws of Hong Kong, including statutes and common law;
- (b) the Code of Practice on Advertising and Programme Standards issued and updated by HKCNE from time to time;
- (c) the Operations Manual issued and updated by MTR from time to time; and
- (d) the regulatory provisions (if any) issued by any competent authority in Hong Kong that are applicable to or otherwise relevant to the sale and purchase of airtime or programme sponsorship, or use of facilities or services provided by HKCNE for the PIDS Business

“Booking” means any request made by the Advertiser and/or the Advertising Agent to HKCNE for the purchase of airtime or programme sponsorship, or use of facilities or services provided by HKCNE for the PIDS Business

“Conditions” means the General Terms and Conditions contained herein and as amended from time to time

“East Rail Line” means the railway operated by MTR as “East Rail Line”

“HKCNE” means Hong Kong Cable News Express Limited, the sales representative licensed to sell, market, promote and manage the media air-time on the PIDS for the Relevant Railways in accordance with the Licence

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China

“Kwun Tong Line” means the railway operated by MTR as “Kwun Tong Line”

“Tuen Ma Line” means the railway operated by MTR as “Tuen Ma Line”

“MTR” means The MTR Corporation Limited

“Licence” means the licence granted by MTR to HKCNE, for the operation and marketing of the PIDS Business

“Materials” means any materials including but not limited to footages, pictures, photographs, slides, scripts, music, lyrics, sound recordings and the Product itself intended for playing or showing on the PIDS for the purpose of promoting or advertising the Product

“PIDS” means the audio-video passenger information display system used on and for railway trains established and operated by MTR along the Relevant Railways

“PIDS Business” means the services provided by HKCNE for the promotional or advertising opportunities with the use of the PIDS, and such service is currently named as MTR In-train TV

“Product” means any lawful goods, service or other subject matter that the Advertiser wishes to promote or advertise

“Programme” means any programme, film or the like during or between the showing of which the Advertiser’s Product will be the subject of commercial announcements

“Rate Card” means the prevailing rate card published by HKCNE from time to time that sets out the Rates (and, if any, terms in addition to these Conditions) for advertising on the PIDS

“Rates” means the rate of charges determined by HKCNE from time to time as applicable to any Booking

“Relevant Railways” means collectively the East Rail Line, Tuen Ma Line, Kwun Tong Line and South Island Line

“South Island Line” means the railway operated by MTR as “South Island Line”

“Island Line” means the railway operated by MTR as “Island Line”

“Sponsor” means an Advertiser who, alone or jointly with other Advertiser(s), contracts with HKCNE for showing a particular Programme on the PIDS

“Quiet Zones” means such compartments or any part thereof of the trains of the Relevant Railways as designated by MTR from time to time pursuant to the Licence, where all contents on the PIDS (except railway operational messages and emergency announcements made by MTR) must be played or shown inaudibly

- 1.2 Words importing the singular only shall include the plural and vice versa; words importing natural persons shall include firms and corporations; and words importing the masculine gender shall include the feminine gender and the neuter gender.
- 1.3 Clause headings are for ease of reference only and shall not affect the interpretation of these Conditions.
- 1.4 If any provision of these Conditions shall be adjudged by a court of competent jurisdiction to be void or unenforceable, this shall not affect the validity or enforceability of any other provisions of these Conditions.

2. BOOKING

- 2.1 The Advertiser and the Advertising Agent acknowledge that Booking must:
- (a) be made in writing on the prescribed form of HKCNE;
 - (b) not contravene any of the Applicable Law;
 - (c) not be changed without HKCNE’s prior written consent;
 - (d) not be any advertisement of a political nature.
- 2.2 Booking, once made, is binding upon the Advertiser and/or Advertising Agent.
- 2.3 No Booking, or subsequent change thereof, will be binding upon HKCNE until and unless HKCNE accepts it in writing.

GENERAL TERMS AND CONDITIONS

- 2.4 Notwithstanding Clause 2.3, HKCNE reserves the right to suspend or terminate its performance of obligations under the Booking if:-
(a) in the opinion of HKCNE, the continuing performance of its obligations will violate any Applicable Law or the Licence;
(b) there is an actual or threatened litigation; or
(c) MTR requires so.
- 2.5 The Advertiser and/or the Advertising Agent shall not have any claim in any nature whatsoever against HKCNE for the suspension or termination made pursuant to Clause 2.4, and shall be liable for payment of any sum due or accrued due by the Advertiser or the Advertising Agent to HKCNE for the Materials shown or facility or service supplied up to the time of such termination.

3. CANCELLATION AND RESCHEDULING

- 3.1 Cancellation: Booking, once made, cannot be cancelled by the Advertiser and/or Advertising Agent.
- 3.2 Rescheduling: the showing date specified in any Booking may not be modified unless HKCNE otherwise agrees, and unless a minimum of 4 weeks' prior written notice is received by HKCNE from the Advertiser or its Advertising Agent and such notice is accompanied by a new showing schedule acceptable to HKCNE. Should less than 4 weeks' notice be given, any such change, if accepted by HKCNE, will be subject to a handling charge. In any event, no change will be accepted if it will reduce the overall monetary value of the Booking in force. Rates prevailing at the time of actual showing will apply to the revised schedule.

4. CANCELLATION OF SCHEDULED SHOWING

- 4.1 HKCNE reserves the right to cancel any scheduled showing of Materials or any part thereof without prior notice. Cancellation of any one or more Programmes or spots shall not void the entire Booking.
- 4.2 Any cancellation by HKCNE under Condition 4.1 above will, at the option of HKCNE, be compensated by either (a) granting the Advertiser additional showing of a like value, (b) by extending any Booking of the Advertiser at no extra charge to the Advertiser, or (c) by deducting a prorated value of the spots cancelled from the amount otherwise owed to HKCNE. By any one of these actions, HKCNE shall have fully discharged its liabilities under Clause 4.1 and the Advertiser and/or Advertising Agent hereby waives all claims against HKCNE, including without limitation claims for damages, losses and costs whatsoever arising therefrom.

5. VARIATIONS OF THE SCHEDULE OF SHOWING

All scheduled showing of Materials are subject to changes due to (a) programming exigencies or (b) pre-emption by MTR's emergency announcements. HKCNE will do its best to adhere to the schedule for showing but will not give any warranty in respect thereof and in particular will not give any warranty as to the specific time of showing of the Materials, the Advertiser and/or Advertising Agent hereby waives all claims against HKCNE, including without limitation claims for damages, losses and costs whatsoever arising therefrom.

6. INTERRUPTION OF THE PIDS

- 6.1 HKCNE gives no warranty that the Materials will be shown on the PIDS as contemplated in the Booking.
- 6.2 If the showing of any unit of Materials is suspended or interrupted due to (a) the breakdown of the PIDS or other facilities or services (including electrical and mechanical failures); (b) emergency at the Relevant Railways; or (c) any other Acts of God or causes beyond HKCNE's control, HKCNE will, in respect of the unit of Materials affected, show the same unit as soon as possible thereafter, at a time next best available to be decided by HKCNE. The Advertiser and/or Advertising Agent will accept and pay for such showing as if the same had been shown as contemplated in the Booking.

7. STANDARDS AND PRACTICE FOR MATERIALS

- 7.1 It is the responsibility of the Advertiser and the Advertising Agent to provide HKCNE with Materials which are suitable for showing on the PIDS pursuant to the Applicable Law and the Conditions herein. HKCNE reserves the right, at its sole and absolute discretion and without incurring any liability, to decline to accept or transmit any Material and HKCNE shall not be obliged to give any reason for so declining. If the Advertiser and Advertising Agent fail to provide HKCNE with Material that is acceptable to HKCNE, the Advertiser and the Advertising Agent shall still be jointly and severally liable for their obligations under the Booking and shall pay HKCNE in full the Booking amount, whether or not the Materials have been shown.
- 7.2 The Advertiser and/or the Advertising Agent may choose to submit the Materials to HKCNE for vetting. HKCNE reserves the right to charge a vetting fee at a rate which it deems appropriate. All Materials should be submitted to HKCNE within the time limit as stipulated in HKCNE's current commercial vetting procedures. A copy of such procedures can be obtained from HKCNE.
- 7.3 The Advertiser and the Advertising Agent acknowledge that the relevant authorities including Office for Film, Newspaper and Article Administration of Hong Kong vested with the responsibility to make a final determination of whether the Materials supplied have violated any of the Hong Kong Law. HKCNE is, therefore, not in a position to give any conclusive advice on the suitability of the Materials for showing on the PIDS. HKCNE accepts no liability and the Advertiser or its Advertising Agent shall have no claim against HKCNE whatsoever for damages or other relief in respect of any advice sought from or given by HKCNE.

8. SUBMISSION AND SHOWING OF MATERIALS

- 8.1 Once Booking is accepted by HKCNE, it is the responsibility of the Advertiser and/or the Advertising Agent to supply Materials that are acceptable for showing on the PIDS. HKCNE reserves the right at its absolute discretion and without incurring any liability to decline to accept or show any Materials and HKCNE shall not be obliged to give any reason for so declining. If the Advertiser and its Advertising Agent fail to provide HKCNE with Materials that are acceptable to HKCNE within the deadline set out herebelow, the Advertiser and its Advertising Agent shall remain fully liable for their obligations under the Booking and shall pay HKCNE in full for the charges applicable to the Booking, whether or not any Materials are in fact shown.
- 8.2 The Advertiser and/or Advertising Agent shall provide HKCNE with a material instruction schedule in writing covering all scheduled showing dates for every Booking and it must contain the following information: date of the scheduled spot(s), name of Product, duration and type of Materials, reference or code name of Materials. The deadline for the submission of Material instruction schedule is five (5) days before the scheduled date of showing. If such written material instruction schedule is not provided or if the material instruction schedule is provided partially or wholly by verbal means, or if the written/verbal material instruction is in anyway incomplete or unclear, the Advertiser and/or Advertising Agent accept that HKCNE shall exercise its discretion where necessary in the assignment of material instruction under the Booking without incurring any liability whatsoever to the Advertiser and/or the Advertising Agent. The Advertiser and/or Advertising Agent shall remain fully liable for the payment of the full amount made under the Booking.
- 8.3 Each item of the Materials shall be sent to HKCNE in a separate container, labelled with the following information: identification number, name of Advertiser/Advertising Agent/Sponsor, name of Product, duration and type of Materials.

GENERAL TERMS AND CONDITIONS

- 8.4 Deadline for submission of the Materials to HKCNE is five (5) days (excluding Saturdays, Sundays and public holidays) prior to the scheduled showing provided that the audio script and storyboard of the Materials have previously been given a positive clearance by HKCNE. HKCNE may at its sole and absolute discretion accept the delivery of Materials where no prior positive clearance has been obtained, seven (7) days (excluding Saturdays, Sunday and public holidays) prior to the scheduled showing. For the avoidance of doubt, any positive clearance is given by HKCNE without prejudice to Clause 7.3 and cannot be taken as HKCNE's guarantee on the suitability of the Materials for showing on the PIDS.
- 8.5 It is the duty of the Advertiser and the Advertising Agent to provide Materials that will run for the length as specified in the Booking. If the Advertiser and the Advertising Agent fail to provide such Materials, HKCNE shall be entitled, but shall be under no duty, to use the remaining time and the Advertiser and the Advertising Agent will remain liable to pay for the full amount made under the Booking. Where the Advertiser supplies Materials which will exceed the length as specified in the Booking, HKCNE shall show such part of it that will complete the showing length without exceeding the same and without incurring any liability whatsoever to the Advertiser.
- 8.6 In the event of short, broken, incomplete or interrupted showing of the Materials, the Advertiser and the Advertising Agent will accept the same as fully meeting the obligations of HKCNE under the Booking, provided such faulty showing was not caused by any deliberate act of HKCNE.
- 8.7 If any Materials, having been accepted by HKCNE, are subsequently determined to be unacceptable for showing on the PIDS, HKCNE shall immediately cease to show the Materials and the Advertiser shall have no claim whatsoever for damages or otherwise in respect of such original acceptance, any advice sought or given by HKCNE, or non-showing of the Materials. The Advertiser shall still remain liable to HKCNE for the payment of advertisement shown and the remaining spots booked with HKCNE. It is the duty of the Advertiser or its Advertising Agent to supply HKCNE with other Materials (either new or amended version) for showing in the remaining spots of the Booking.
- 8.8 No Material will be shown on the PIDS if, in the opinion of HKCNE which is conclusive, the Material will likely:-
 - (a) violate any Applicable Law;
 - (b) infringe any intellectual property rights;
 - (c) be immoral or otherwise regarded as objectionable or undesirable from the general public's perspective;
 - (d) breach any contractual, legal or fiduciary obligations; or
 - (e) intrude upon the confidentiality or privacy of any person or entity.
- 8.9 HKCNE shall have the discretion to remove, mask or otherwise prevent access to any part of the Materials that implicates Clause 8.8(a) - (e) prior to showing the Materials on the PIDS. HKCNE shall not thereby incur any liability for showing such edited Materials, but the Advertiser and/or Advertising Agent shall remain liable to HKCNE for the payment under the relevant Booking.
- 8.10 HKCNE shall not be required to show any Materials of any Product not specified in the Booking.
- 8.11 The Advertiser and the Advertising Agent shall fully indemnify HKCNE against all actions, damages, claims, costs, expenses and demands suffered by HKCNE in connection with or arising from its use or showing of the Materials or any part thereof.
- 8.12 The Advertiser and the Advertising Agent acknowledge and agree that HKCNE may provide third party research companies with copies of the Materials for media and creative monitoring and such other purposes relating or incidental thereto.

9. QUIET ZONES

The Advertiser and the Advertising Agent expressly acknowledge and accept that the Materials will be shown also in the Quiet Zones wherein the Materials will become inaudible. The Advertiser and the Advertising Agent shall not thereby be entitled to any deduction of Rates or otherwise raise any claim or demand against HKCNE or MTR for any loss or suffering.

10. PROGRAMME SPONSORSHIP

Quotations and the terms and conditions for Programme sponsorship on the PIDS are available upon request.

11. CHANGES IN RATES AND CONDITIONS

- 11.1 HKCNE reserves the right to change its standard Rates or Conditions at any time by giving a reasonable advance written notice to the Advertiser and/or the Advertising Agent that have Bookings in force at that time. The Rates payable and the Conditions applicable shall be those in force at the time of showing, but the Advertiser and/or the Advertising Agent concerned shall, by serving written notice to HKCNE within thirty (30) days of receiving notice of such change, including Sundays and public holidays, be entitled to cancel any Booking outstanding to which the changed Rates or Conditions would otherwise be applicable.
- 11.2 HKCNE reserves the right to announce special charges and conditions which shall preempt all normal Rates and Conditions from time to time for particular Programmes and/or advertising packages. Whilst HKCNE may try its reasonable endeavour to give notice to the Advertiser and/or Advertising Agent that have Bookings in force at the time, HKCNE shall be under no duty to give notice. The Advertiser and/or Advertising Agent concerned may, subject to availability, select other times for showing the Materials at the same Rate under the same Booking.

12. HKCNE FACILITIES

- 12.1 Where available and subject to such costs as stated in individual quotation, HKCNE will quote for the use by the Advertiser and/or Advertising Agent of studios and facilities (including air-conditioning and lighting) for rehearsal, filming, video taping (with electronic editing), and commercial recordings by duty announcers for the production of the Materials.
- 12.2 HKCNE will also quote for recording and processing of film either in black and white or colour; for artwork for the preparation of slides, graphics, caption cards, opaques or scenery properties; for photographic stills in black and white or colour; for the production of slides in either black and white or colour; for subtitling in any language; for dubbing; or for any other service or materials of assistance to the Advertiser and/or the Advertising Agent.

13. FACILITY CHARGE

A facility charge shall be paid by the Advertiser and/or the Advertising Agent for showing any Sponsor's Programme owned by the Advertiser and/or the Advertising Agent.

14. PAYMENT OF ACCOUNTS

- 14.1 The Advertiser and the Advertising Agent jointly and severally undertake to pay all Rates and charges due to HKCNE for the Booking at least ten (10) days, including Sundays and public holidays, before the first scheduled date of showing unless credit facility is granted by HKCNE to the Advertiser or the Advertising Agent. If credit facility is granted, payment for all Rates and charges shall be made on or before the due date as stipulated on the relevant invoice.

GENERAL TERMS AND CONDITIONS

- 14.2 In default of payment on the due date, HKCNE shall be entitled, without prejudice to any other remedy available to it, to refuse to show any Materials of that Advertiser and/or Advertising Agent.
- 14.3 Advertising Agent's discount of 15% will be allowed for HKCNE's charges of spots or other airtime on the PIDS, HKCNE-owned or procured Programmes, and production. Advertiser hereby agrees that in consideration of the advice and services provided by Advertising Agent in relation to the Booking, Advertising Agent shall be entitled to receive from HKCNE such commissions rebates or fees as Advertising Agent may freely negotiate and agree with HKCNE.
- 14.4 Interest Charges: HKCNE reserves the right to impose an interest charge of 2% per annum above the Prime Lending Rate quoted by The Hong Kong and Shanghai Banking Corporation Limited on overdue accounts.
- 14.5 For those non-accredited Advertisers and/or Advertising Agents, HKCNE has the right to require them to secure their payment obligation by submitting to HKCNE a personal, corporate and/or bank guarantee, or paying to HKCNE cash in advance for such amount before such deadlines as designated by HKCNE, or otherwise making any other arrangements satisfactory to HKCNE. If the non-accredited Advertiser and/or Advertising Agent fails to observe the aforesaid, HKCNE shall have no obligation to show their spots as booked.
- 14.6 For amounts to be debited in more than one instalment, if any one of the instalments is not fully paid on the relevant due date, the whole outstanding balance of the Booking amount will become due and payable on the date of such default of payment, and HKCNE may without prejudice to its right, suspend the accreditation and withhold from showing the remaining spots under the Booking until full payment (including all accrued interest on the overdue instalments) is received by HKCNE. The Advertiser and the Advertising Agent shall remain jointly and severally liable for the full payment under the Booking. In case the Advertiser has changed its Advertising Agent for whatever reasons, the Advertiser, the replaced Advertising Agent and the replacing Advertising Agent shall be jointly and severally liable to HKCNE for all its and/or their liabilities accrued up to the time of such replacement.
- 14.7 HKCNE reserves the right to withdraw the accreditation and any right to agency discount granted to any Advertising Agent who is in breach of any of these Conditions.

15. RECORD OF SHOWINGS

- 15.1 HKCNE will keep a log of the dates and times of Materials shown on the PIDS for a limited period of time. In the case of dispute, the details recorded in this log shall be conclusive and binding on the parties unless there is any manifest error.
- 15.2 Unless otherwise agreed by HKCNE with or without conditions, HKCNE shall not provide the Advertiser and/or the Advertising Agent the original or a copy of the said log.

16. WARRANTIES AND INDEMNITIES

The Advertiser and the Advertising Agent jointly and severally warrant and undertake that:

- 16.1 Each of them will be responsible for obtaining and paying for all necessary licences and consents for the reproduction, transmission, showing and ancillary exploitations of any intellectual property works in the Materials (including the synchronization right of songs and recording right of musical recordings) or the appearance of any person in the Materials.
- 16.2 No Materials will breach the Applicable Law or be defamatory of any third party.
- 16.3 Each of them will indemnify and keep HKCNE indemnified against all actions, proceedings, costs (including legal costs on a full indemnity basis), damages, expenses, penalty claims, demands and liabilities arising from any breach of the above warranties or other Conditions or in any manner whatsoever in consequence of the use, recording or showing of any Materials or other matter supplied by or shown for the Advertiser or the Advertising Agent, including all costs incurred in obtaining advice on and dealing with threatened claims or proceedings whether or not actually brought or instituted.
- 16.4 Each of them will further indemnify and keep HKCNE indemnified against all penalties imposed by any regulatory bodies for any breach of the Applicable Law as a result of the showing of Materials supplied by or shown for the Advertiser or its Advertising Agent.

17. TERMINATION BY HKCNE

Notwithstanding anything hereinbefore contained, HKCNE may at any time forthwith terminate the Booking by notice in writing to the Advertiser or its Advertising Agent if:

- 17.1 the Advertiser and/or the Advertising Agent breaches any of the Conditions in a material manner;
- 17.2 HKCNE's business activities being terminated, restricted, curtailed or affected by law or decree; or by any means beyond the control of HKCNE; or
- 17.3 due to liquidation, replacement or otherwise, the Advertiser or the Advertising Agent no longer has the right to require HKCNE to advertise its Product under the Booking.

The termination aforesaid shall be without prejudice to the liabilities of the Advertiser and/or the Advertising Agent for any sum due to HKCNE up to the time of termination. HKCNE shall have a right to recover the said sum and any other relief immediately upon or after the said termination.

18. SCOPE OF AGREEMENT

- 18.1 By entering into the Booking, the Advertiser and/or the Advertising Agent, jointly and severally, accepts and agrees to be bound by the terms stated in the Booking, these Conditions, the Rate Card, the annexure to the Booking and the additional conditions set out in such annexure or in any published offer or scheme of HKCNE as far as they are applicable to the Booking.
- 18.2 No terms or conditions other than those aforesaid shall be binding upon HKCNE, unless reduced to writing and signed by all the parties to the Booking.

19. NOTICE

Any notice to the Advertiser and/or the Advertising Agent 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 HKCNE shall be duly served on HKCNE only upon actual receipt by HKCNE.

20. GOVERNING LAW

The Booking shall be governed by and be construed in accordance with the laws of Hong Kong and each of the parties to the Booking shall submit to the exclusive jurisdiction of the Hong Kong Courts.

一般規章

一般規章

所有廣告合約(其定義如下)均受此一般規章規限。

1. 釋義

1.1 本規章內所採用的專有名詞，除另有訂明外，涵義如下：

「廣告客戶」指為訂購有線新聞速遞於乘客資訊顯示系統業務所提供的廣告時段(airtime)、贊助節目、設施或其他服務，而自行或委托廣告代理與有線新聞速遞釐定廣告合約的個人、商號或公司；並包括其業權繼承人或受讓人。

「廣告代理」指任何由廣告客戶授權的個人、商號、或公司以代理人身份替廣告客戶訂購有線新聞速遞於乘客資訊顯示系統業務所提供的廣告時段、贊助節目、設施或其他服務，並與有線新聞速遞釐定廣告合約。被廣告客戶委任的廣告代理將被視為廣告客戶的全權代表，有全權處理有關釐定或修改廣告合約、批准或修改廣告物料等各種事務。有線新聞速遞有權酌情決定是否接納或拒絕廣告代理的委任。此釋義亦適用於廣告代理之業權繼承人或受讓人。

「適用法律」泛指：

- (a) 香港法律，包括成文法及普通法；
- (b) 有線新聞速遞不時發布或修訂的業務守則—廣告及節目標準；
- (c) 港鐵不時發布或修訂的營運守則；及
- (d) 任何有規管權之香港監察機構所制訂及發布，適用於買賣有線新聞速遞於乘客資訊顯示系統業務所提供的廣告時段、贊助節目，設施或服務的規管條文(如有者)。

「廣告合約」指廣告客戶及/或廣告代理向訂購有線新聞速遞於乘客資訊顯示系統提供的廣告時段、贊助節目、有關的設施或服務的要求、訂購或合約。

「本規章」指本文內所載之各項條款及條件，包括有線新聞速遞對之不時作出的修改。

「東鐵綫」指港鐵營運，名為「東鐵綫」的鐵路。

「有線新聞速遞」指香港有線新聞速遞有限公司，根據授權協議獲授權銷售、推廣、宣傳及管理有關鐵路的乘客資訊顯示系統的廣告時段。

「香港」指中華人民共和國香港特別行政區。

「觀塘綫」指港鐵營運，名為「觀塘綫」的鐵路。

「屯馬綫」指港鐵營運，名為「屯馬綫」的鐵路。

「港鐵」指香港鐵路有限公司。

「授權協議」指港鐵與有線新聞速遞訂定就營運及推廣乘客資訊顯示系統業務的授權協議。

「物料」指任何用於乘客資訊顯示系統展示或發放以宣傳或推廣廣告客戶或贊助商產品的任何物料，包括但不限於片段、圖片、相片、幻燈片、劇本、音樂、歌詞、聲帶及產品本身。

「乘客資訊顯示系統」指由港鐵操作及裝置於有關鐵路之列車上的影音資訊顯示系統。

「乘客資訊顯示系統業務」指有線新聞速遞以港鐵車廂電視，經由乘客資訊顯示系統所提供的宣傳及或廣告推廣服務。

「產品」指廣告客戶欲以廣告作宣傳或推廣之任何合法商品、服務或其他項目。

「節目」指節目、影片或其他相同項目，而在其發放過程中，有線新聞速遞將會安排發放廣告客戶產品的廣告訊息。

「價目表」指有線新聞速遞不時發布適用於在乘客資訊顯示系統發放廣告的價目表，其中載有廣告價目及其他本規章以外的條款(如有適用)。

「廣告價目」指有線新聞速遞不時釐定有關廣告合約的各項廣告收費。

「有關鐵路」指東鐵綫，屯馬綫，觀塘綫及南港島綫的統稱。

「南港島綫」指港鐵營運，名為「南港島綫」的鐵路。

「港島綫」指港鐵營運，名為「港島綫」的鐵路。

「贊助商」指任何與有線新聞速遞協議，於乘客資訊顯示系統發放特定節目的廣告客戶，不論該協議由該廣告客戶個別或聯同其他廣告客戶與有線新聞速遞簽訂。

「靜音區」指由港鐵根據授權協議指定，以靜音發放乘客資訊顯示系統的內容(港鐵的鐵路操作訊息及緊急公布除外)的有關鐵路列車車廂或其中部份。

1.2 眾詞語包括單數的詞，反之亦然；人士一詞包括商號及公司；劃分性別的詞語同指男性、女性及中性。

1.3 條款標題僅便於參考，並不影響對本規章的詮釋。

1.4 如本規章任何條文被任何有規管權的司法管轄區內法院判為無效或不能執行，亦不會影響本規章任何其他條文的有效性或執行性。

2. 廣告合約

2.1 廣告客戶及廣告代理確認，廣告合約：

- (a) 須按有線新聞速遞指定的表格以書面訂立；
- (b) 不得違反任何適用法律；
- (c) 未經有線新聞速遞書面同意不得修改；
- (d) 不得含有任何政治性質的廣告。

一般規章

- 2.2 廣告合約一經釐定，即對廣告客戶及／或廣告代理具約束力。
- 2.3 所有未經有線新聞速遞書面接納的廣告合約或其後的修訂對有線新聞速遞均無約束力。
- 2.4 儘管有本規章第2.3條的規定，有線新聞速遞保留權利在下列情況暫停或終止履行廣告合約的責任：
- (a)有線新聞速遞認為繼續履行責任將會違反任何適用法律或授權協議；
 - (b)出現實際訴訟或受訴訟的威脅；
 - (c)港鐵有此要求。
- 2.5 廣告客戶及／或廣告代理不得因根據本規章第2.4條所作出的暫停或終止，向有線新聞速遞提出任何索償，並須就截至終止日期時已發放的物料或所提供的設施或服務，清繳結欠有線新聞速遞的款項。

3. 取消及更改廣告發放時間表

- 3.1 取消：廣告合約一經釐定，廣告客戶及／或廣告代理不得取消。
- 3.2 更改時間：廣告合約內所定的廣告發放日期將不能更改，除非獲得有線新聞速遞同意，及於該廣告發放前最少四個星期，有線新聞速遞接獲廣告客戶或其廣告代理發出書面通知，並附上有線新聞速遞可接受的新編排發放時間表。如通知時間少於四個星期，有線新聞速遞在接納任何新時間表時亦有權向廣告客戶或其廣告代理收取附加費。在任何情況下，有線新聞速遞不會接納將廣告合約總金額調低的要求。有關在新時間表內的廣告收費將根據發放當日所適用的價目計算收費。

4. 取消原定的發放

- 4.1 有線新聞速遞有權無須預早通知取消任何已編排的物料發放或其任何部分的發放。整份廣告合約不會因取消一個或多個節目或廣告位置而失效。
- 4.2 任何根據本規章第4.1項取消的發放，有線新聞速遞有權選擇以下任何一項方式補償廣告客戶：(a)給予同等價值的廣告位置，(b)免費延長廣告合約期，或(c)從廣告客戶結欠有線新聞速遞的款額中扣減與被取消廣告位置價值相同的金額。一經作出上述任何一項補償，所有有線新聞速遞將因第4.1條而需負之責任即完全解除，而廣告客戶及／或廣告代理亦謹此放棄對有線新聞速遞所有索償權利，包括但不限於追討由此產生的任何損害、損失及成本的相關索償。

5. 發放時間調動

由於(a)節目緊急調動或(b)優先播放港鐵緊急公布，所有已編排的物料發放時間均可能相應調動。有線新聞速遞將盡量按照原定的時間表發放物料，但絕不就此作出任何保證，特別是不會保證在任何特定時間發放物料。廣告客戶及／或廣告代理亦謹此完全放棄對有線新聞速遞的所有索償權利，包括但不限於由此產生的任何損害、損失及成本的相關索償。

6. 乘客資訊顯示系統中斷

- 6.1 有線新聞速遞不保證物料一定會於廣告合約內所述的乘客資訊顯示系統發放。
- 6.2 如任何單位之物料的發放因以下任何一項事故而中斷或受干擾：(a)乘客資訊顯示系統或其他設施或服務(包括電力及機械故障)中斷或出現故障；(b)有關鐵路的緊急事故；或(c)任何其他不可抗力或有線新聞速遞控制範圍以外的其他原因而暫停或中斷，有線新聞速遞將按其決定盡快編排另一個最適當的時間發放受影響的單位之物料。廣告客戶及／或廣告代理須接受此安排及繳付廣告合約內原先訂明的價目，如同物料是在廣告合約的原定時間發放一樣。

7. 審閱廣告物料

- 7.1 廣告客戶及廣告代理有責任提供符合適用法律及本規章的物料予有線新聞速遞於乘客資訊顯示系統發放。有線新聞速遞絕對有權拒絕接納或播放由廣告客戶及／或廣告代理人提供之任何廣告材料而毋須說明理由或負任何責任。如廣告客戶及／或廣告代理人未能於規定期限內提供有線新聞速遞所接納之廣告材料，不論有線新聞速遞是否已發放該物料，廣告客戶及廣告代理仍須共同及各別履行廣告合約內的責任，以及繳付廣告合約內訂明的一切款項。
- 7.2 廣告客戶及／或廣告代理可要求有線新聞速遞對其物料提供審閱服務，有線新聞速遞將保留酌收審閱費用的權利。物料須按有線新聞速遞現行的廣告審閱程序所指定的時限送交有線新聞速遞。有關程序可向有線新聞速遞索取。
- 7.3 廣告客戶及廣告代理確認電視、報刊及物品管理辦事處為政府授權負責最終決定廣告客戶或廣告代理人所提供之廣告材料有否違反香港法律。故有線新聞速遞就物料是否適宜於乘客資訊顯示系統播放所提供的意見，並不可視為決定性的定論。廣告客戶或廣告代理如因有線新聞速遞所提供的意見而招致任何損失，有線新聞速遞並無責任作出任何補償。

8. 物料的遞交及發放

- 8.1 廣告合約一經有線新聞速遞接納，廣告客戶及／或廣告代理即有責任提供適合於乘客資訊顯示系統發放的物料。有線新聞速遞絕對有權拒絕接納或發放任何物料，且無須承擔責任，亦無須提供拒絕發放的理由。若廣告客戶及其廣告代理未能於下文所列的限期前提供有線新聞速遞可接受的物料，則不論有關物料有否發放，廣告客戶及其廣告代理仍須履行廣告合約內的一切責任，並須向有線新聞速遞繳付廣告合約內訂明之所有費用。
- 8.2 廣告客戶及廣告代理須向有線新聞速遞以書面提供廣告合約內指定關於物料的指示，其中並必須包括以下資料：預定的發放日期、產品名稱、物料長度及種類、物料編碼或版本名稱。提交物料指示的期限為預定發放日期前五(5)日。如未能以書面提供物料指示，或只以口頭提供部分或全部物料指示，或以書面／口頭所提供的物料指示並不完整或含糊，則廣告客戶及／或廣告代理同意有線新聞速遞於必要時可行使酌情權，安排發放物料配套予該份廣告合約，而無須向廣告客戶及／或廣告代理負責。廣告客戶及／或廣告代理仍須負責支付有關廣告合約的一切費用。
- 8.3 每項物料均須獨立包裝送交有線新聞速遞，並加上標籤列明：識別編號、廣告客戶／廣告代理／贊助商名稱、產品名稱、物料長度及種類。
- 8.4 如物料內容及故事大綱已獲有線新聞速遞預先認可，則向有線新聞速遞提交物料的限期為指定發放日期前五(5)日(不包括周末周日及公眾假期)。如物料未獲有線新聞速遞預先認可，但在指定發放日期前七(7)日提交(不包括周末周日及公眾假期)，則有線新聞速遞可酌情接納有關物料。謹此釐清說明，有線新聞速遞對物料之預先認可，並不能保證有關物料將被接納於乘客資訊顯示系統發放。有關物料之發放仍須視乎是否符合規章第7.3項之規定。

一般規章

- 8.5 廣告客戶及客戶代理有責任提供符合廣告合約指定廣告時間的物料。若廣告客戶及廣告代理無法提供合適物料，有線新聞速遞有權(但並無責任)利用剩餘的時間，而廣告客戶及廣告代理仍須繳付廣告合約所定的全部費用。如廣告客戶提供較廣告合約預訂時間為長的物料，有線新聞速遞只須採用部分物料，以僅完成指定的發放時間，並不須就此向廣告客戶負上任何責任。
- 8.6 如在發放物料時，其發放時間較短或發放出現殘破、不完整或中斷的效果時，而有關問題並非有線新聞速遞蓄意造成，廣告客戶及廣告代理仍須接受該次發放，及同意有線新聞速遞已完全履行該廣告合約內的責任。
- 8.7 如物料被有線新聞速遞接納作發放之用，但其後被裁定不能於乘客資訊顯示系統發放，有線新聞速遞將立刻停止發放物料。廣告客戶並無權就有線新聞速遞原先接受發放該物料的決定、有線新聞速遞尋求或提供的任何意見，或不發放物料的決定，而向有線新聞速遞要求任何賠償。廣告客戶仍須向有線新聞速遞繳付關於已發放的廣告及剩餘廣告位置的費用。廣告客戶或其廣告代理須為廣告合約內剩餘的廣告位置，向有線新聞速遞提供其他適宜作發放的物料(全新或經修改的版本)。
- 8.8 若有線新聞速遞按其決定性的意見認為物料可能存在下列情況，則該物料不得於乘客資訊顯示系統發放：
- (a)違反適用法律；
 - (b)侵犯知識產權；
 - (c)不道德或被一般大眾認為令人討厭或不快；
 - (d)違反任何合約、法律或信託責任；或
 - (e)侵犯任何人士或實體的機密資料或私隱。
- 8.9 若物料內容涉及規章第8.8(a)-(e)任何一項，有線新聞速遞有權於物料發放前，將物料或其任何部分作出刪剪、遮蔽或禁播。有線新聞速遞無須就發放此修改的物料而承擔任何責任，但廣告客戶及／或廣告代理仍須向有線新聞速遞繳付有關廣告合約的費用。
- 8.10 有線新聞速遞無須發放任何廣告合約無訂明的任何產品物料。
- 8.11 廣告客戶及廣告代理須彌償有線新聞速遞於使用或發放其物料或任何部分時，有關或因而引致的全部法律行動、損失、索償、費用、開支及賠償。
- 8.12 廣告客戶及廣告代理確認及同意，有線新聞速遞將廣告物料的副本交予第三者市場研究公司，作媒介及廣告監測或相關用途。

9. 靜音區

廣告客戶及廣告代理表明確認及接受物料於靜音區作無聲發放。廣告客戶及廣告代理無權享有任何價目扣減或向有線新聞速遞或港鐵提出任何損失索償或要求。

10. 節目贊助

有關乘客資訊顯示系統內的節目贊助價目、條款及規章可向有線新聞速遞索取。

11. 廣告價目及規章的修訂

- 11.1 有線新聞速遞有權修訂常規價目或本規章，並將會在合理期間內預先以書面通知與有線新聞速遞有廣告合約的廣告客戶及廣告代理。所有之價目及本規章將以廣告發放當日所實施的價目及本規章為準。受影響之廣告客戶及／或廣告代理可在收到有上述通知後三十(30)日內，包括星期日及公眾假期，以書面通知有線新聞速遞取消未完成的廣告合約。
- 11.2 有線新聞速遞有權隨時對某些節目及／或廣告套餐另行釐定特別的廣告價目及相關規章，以取代常規廣告價目及本規章。雖然有線新聞速遞並無責任發出該項修訂的通知，有線新聞速遞將盡可能向在當時與有線新聞速遞有廣告合約的廣告客戶及／或廣告代理發出通知。而受影響之廣告客戶及／或廣告代理可按有線新聞速遞之廣告配額另行選擇其它時間並以相同價目發放其廣告。

12. 有線新聞速遞設施

- 12.1 若廣告客戶及／或廣告代理要求使用錄影廠及其他設施(包括空氣調節及照明)，以作排演、拍攝、錄影(用電子剪接機)及要求值班佈幕員進行錄音以製作物料，有線新聞速遞將會按個別之要求訂定收費。
- 12.2 有線新聞速遞亦會對下列各項設施或服務收取費用：攝錄及沖晒黑白或彩色影片、幻燈片、藝術圖樣、標題卡片、影片或佈景的美術設計；拍攝黑白或彩色硬照；製作黑白或彩色幻燈片；用不同語言製作字幕及配音；及其他服務，或為廣告客戶及廣告代理製作所需要之廣告物料。

13. 使用設施費用

有線新聞速遞可向廣告客戶及／或廣告代理收取發放其任何贊助節目的設施使用費。

14. 付款

- 14.1 廣告客戶及廣告代理共同及各別承諾在首個發放日前不少於十(10)日，包括星期日及公眾假期，支付有線新聞速遞的所有價目及收費。如有線新聞速遞容許廣告客戶或廣告代理記帳，所有價目及收費須於有關發票指明日期或之前支付。
- 14.2 如在到期日仍未付款，有線新聞速遞可拒絕發放該廣告客戶及／或廣告代理的任何物料。此舉不會影響有線新聞速遞要求其他補償的權利，包括有權收取有關欠款。
- 14.3 廣告代理可從有線新聞速遞就乘客資訊顯示系統廣告位置或其他廣告時段、有線新聞速遞擁有或獲得的節目，及製作收費中獲取15%作為折扣優待。鑑於廣告代理對廣告客戶履行代理人之職務，及就廣告合約向其提供意見及服務，廣告客戶同意廣告代理可向有線新聞速遞收取佣金回贈或費用，並可與有線新聞速遞自由協定有關金額。
- 14.4 利息收費：有線新聞速遞可就過期款項收取較香港上海滙豐銀行有限公司所報最優惠年利率高2厘的年利率。

一般規章

- 14.5 如非記帳的廣告客戶及／或廣告代理，有線新聞速遞可要求他們就付款責任向有線新聞速遞提供個人、公司及／或銀行擔保，或在指定限期前預先向有線新聞速遞支付現金，或作出其他有線新聞速遞認為滿意的安排。非記帳廣告客戶及／或廣告代理若未能遵守上述規定，則有線新聞速遞並無責任發放有關合約內的廣告。
- 14.6 有關分期支付的款項，如任何一期未按期支付，則有關廣告合約所欠的全部款項由逾期支付當日起到期，並須即日一併支付。有線新聞速遞在不影響其權利的情況下，暫停記帳安排，並暫停發放有關廣告合約內的其餘廣告位置，直至有線新聞速遞收取全部欠款(包括所有逾期款項的應計利息)為止。廣告客戶及廣告代理仍須共同及各別負責廣告合約內的一切費用。如廣告客戶因任何理由更換廣告代理，則該廣告客戶、被更換的廣告代理及替任的廣告代理須共同及各別向有線新聞速遞承擔所有他們截至更換日期欠負有線新聞速遞的責任。
- 14.7 有線新聞速遞有權取消對違反本規章內任何條款的廣告代理的記帳安排及代理折扣。

15. 發放紀錄

- 15.1 有線新聞速遞於一段有限時間內，保存一套詳載乘客資訊顯示系統的物料發放日期及時間的紀錄。如有爭論，有關紀錄的詳細內容將為最終證據，並對各方均具約束力，除非紀錄中發現明顯的錯誤。
- 15.2 除非有線新聞速遞同意(無論是否附帶條件)，上述紀錄的正副本均不會供給廣告客戶及／或廣告代理。

16. 保證與補償

廣告客戶及廣告代理共同及各別向有線新聞速遞承諾與保證：

- 16.1 廣告客戶或廣告代理將各自就任何物料，或有知識版權(包括歌曲同步版權及音樂聲帶錄音權)的材料，或任何出現於物料中的人物，負責取得必要的許可及同意，以供複製、傳送、發放及附帶宣傳，並負責一切費用。
- 16.2 所有物料並無違反適用法律或誹謗第三者。
- 16.3 廣告客戶或廣告代理須各自彌償有線新聞速遞由於使用、錄影、或發放廣告客戶或廣告代理所提供的物料或其他材料時，而違反上述的保證或其他規章或觸犯其他條例，所引致的法律行動、訴訟、堂費(包括所有的律師費，以全部彌償基準)、損失、開支、罰款索償、及各類賠償要求或責任，包括所有處理有關索償或訴訟而付出的所有費用，且不論就該訴訟是否已實際提出起訴或索償。
- 16.4 如有線新聞速遞因播放廣告客戶或廣告代理所提供的物料，致使違反適用法律，而招致任何監管機構的各種處分，廣告客戶或廣告代理必須各自進一步向有線新聞速遞作出彌償。

17. 由有線新聞速遞終止合約

不管在本規章內有任何規定，在下列情況下，有線新聞速遞可隨時以書面通知廣告客戶或其廣告代理終止廣告合約：

- 17.1 廣告客戶及／或廣告代理嚴重違反任何規章；
- 17.2 由於法律、法令或任何有線新聞速遞無法控制的情況，引致有線新聞速遞的業務活動遭終止、限制、或被剝奪或影響；或
- 17.3 由於清盤、更換或其他原因，以致廣告客戶或廣告代理失去根據廣告合約內要求有線新聞速遞替其產品發放廣告的權利。

上述的合約終止並不影響廣告客戶及／或廣告代理的責任，廣告客戶及／或廣告代理仍須清繳截至終止日期時應繳有線新聞速遞的欠款。有線新聞速遞有權在終止合約當時或之後，要求立刻繳付欠款及其他補償。

18. 協議範圍

- 18.1 廣告客戶及／或廣告代理與有線新聞速遞訂立廣告合約後，須共同及各別地接納及遵守廣告合約內全部條款、本規章、價目表、廣告合約的附件及其他附加規章，以及任何有線新聞速遞所發出其它適用於廣告合約的任何要約及安排。
- 18.2 除以書面方式經由廣告合約各方簽署外，有線新聞速遞不受上述以外的其他條款或條件限制。

19. 通知

有線新聞速遞向廣告客戶及／或廣告代理發出的通知可以平郵方式、專人遞送、傳真或其他認可通訊方式發出。如以郵寄，則當作寄出後二十四(24)小時送達，如以專人遞派或傳真方式發出，則當作於發出當日送達。而廣告客戶及廣告代理向有線新聞速遞發出的通知，只以有線新聞速遞實際接收時方當作送達。

20. 法例

廣告合約將受香港法律所管制及解釋。廣告合約各方均甘受香港法院的專有司法管轄權所限。

本規章之中文版乃英文版之譯本，一切文意詮釋，以英文版為準。



香港有線新聞速遞有限公司

有線寬頻通訊有限公司成員

港鐵車廂電視獨家廣告總代理及內容供應商

香港荃灣海盛路9號有線電視大樓

廣告查詢: (852) 2112-6879 (香港) / (86) 20-2829-2786 (國內)

傳真: (852) 2112-7939 網址: www.hkcne.com 電子郵件: info@hkce.com

Hong Kong Cable News Express Limited

A member of i-CABLE Communications Limited

The exclusive commercial airtime sales distributor & content provider of MTR in-train TV

Cable TV Tower, 9 Hoi Shing Road, Tsuen Wan, Hong Kong

Sales Enquiry: (852) 2112-6879 (HK) / (86) 20-2829-2786 (PRC)

Fax: (852) 2112-7939 Website: www.hkcne.com Email: info@hkce.com