

**ROGERS MEDIA INC. – BROADCAST SALES
TERMS AND CONDITIONS**

1. PARTIES

- 1.1. For the purpose of this agreement, the person or entity contracting for broadcast time under this agreement, whether as principal (the “Advertiser”) or as agent (the “Agency”), is deemed to be duly authorized for all purposes relating to this agreement.
- 1.2. If the Agency has entered this agreement on behalf of the Advertiser, the Agency and the Advertiser (sometimes collectively referred to as the “Purchaser”) shall be jointly and severally liable and responsible for all obligations under this agreement.
- 1.3. These terms and conditions (“Terms”) shall apply to all orders agreed to between the Broadcaster and the Purchaser, when contracting to purchase broadcast time for advertising. The term “agreement” means the agreement between the Purchaser and Rogers Media Inc., its affiliated companies and/or its applicable broadcast stations (collectively referred to as the “Broadcaster”) for the purchase of broadcast time, and shall include the specific terms on a sales contract (the “Sales Contract”), these Terms and, if applicable, the then current IAB Canada Standard Terms for internet advertising found at <http://www.iabcanada.com/> to the extent such internet terms do not conflict with the terms hereof.
- 1.4. Wherever the word “Broadcaster” appears in this agreement, it shall be understood to mean and include “network”, in any case where the provision of time and/or service is made by a network.

2. PAYMENT

- 2.1. If an Agency enters into this agreement on behalf of an Advertiser, the Advertiser and the Agency shall be jointly and severally liable and responsible for all payments to be made under this agreement.
- 2.2. All amounts due and owing shall be payable by the Purchaser prior to the airing of the broadcast time contracted for under this agreement, except with approval from the Broadcaster’s credit department. If approved, the Purchaser shall pay all amounts due upon receipt of invoice.
- 2.3. The Broadcaster reserves the right to impose a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.8% per year) from the date of first invoice until the date Broadcaster receives such amount in full.
- 2.4. The Broadcaster shall render detailed invoices to the Purchaser on a monthly basis (or weekly for radio) unless otherwise stipulated in this agreement. The Broadcaster shall supply the Purchaser with certified statements of performance on request. For national network television purchases, the Broadcaster will supply statements for the Ontario region only. Details for other regions are available on request.
- 2.5. The Purchaser shall notify the Broadcaster in writing of any discrepancies in invoicing within 20 days of receipt of the invoice, failing which it shall be deemed to have agreed to and approved the invoice.
- 2.6. If the Purchaser disputes a portion of an invoice, the Purchaser shall remit the undisputed portion of the invoice in accordance with the terms of the agreement, and acceptance by the Broadcaster of such portion shall

in no way be construed as an admission by the Broadcaster of the validity of the Purchaser’s dispute.

- 2.7. The Broadcaster reserves the right to conduct credit inquiries on the Advertiser and the Agency to establish creditworthiness, at any time if, in the Broadcaster’s opinion, there are grounds for questioning whether such party continues to be creditworthy. The Advertiser and the Agency shall authorize any third party to convey any financial information about either of them to the Broadcaster at its request. In the event that the Broadcaster determines, in its sole discretion, that the credit of either the Agency or the Advertiser is unsatisfactory, the Broadcaster shall have the right in its absolute discretion to change the requirements as to the terms of payment for the provision of further broadcast air time.
- 2.8. The Broadcaster reserves the right to charge a \$30 administrative charge for returned or rejected payments including insufficient funds.
- 2.9. The Purchaser shall not set-off or deduct amounts from payments owing to the Broadcaster as set out in the invoices except with the Broadcaster’s prior written consent.
- 2.10. The Broadcaster shall not be responsible for the payment of commissions to the Agency.

3. TERMINATION AND CANCELLATION

- 3.1. This agreement is non-cancellable unless otherwise stated in the Sales Contract, and except pursuant to the early cancellation terms set out in these Terms. Except as may be detailed in the Sales Contract, the Purchaser may upon a minimum amount of prior written notice (4 weeks for television and 2 weeks for radio) cancel the purchased amount of advertising set out in the Sales Contract, other than national network advertising, provided that no cancellation will be effective during the first 28 consecutive days of airing in a flight of television advertising, or during the first 14 consecutive days of airing of a flight of radio advertising.
- 3.2. If the Sales Contract covers two or more flights of advertising, with each flight separated by a break, subsequent flights shall each be regarded as separate Sales Contracts and shall be subject to the same terms and conditions as cancellation requirements set out in subsection 3.1 above as the first flight.
- 3.3. In the event of cancellation of any Sales Contract by the Purchaser pursuant to subsection 3.1, other than by reason of the Broadcaster’s material breach of this agreement, the Purchaser shall (i) pay to the Broadcaster, at the agreed upon rates set out in the Sales Contract, all amounts owing for advertising time actually provided by the Broadcaster, and the number of airings actually completed, up to and including the effective date of termination; and (ii) reimburse the Broadcaster for all out-of-pocket costs, including any non-cancellable production costs.
- 3.4. Either party may terminate this agreement upon prior written notice to the other if the other party (i) materially breaches the terms of this agreement (including the Sales Contract or these Terms); or (ii) becomes the subject of any bankruptcy or insolvency, or if the Broadcaster, acting reasonably believes that either the Advertiser or

the Agency is unable to meet its financial obligations as they become due. If this agreement is terminated by the Broadcaster, due to an event of default by the Purchaser, the Broadcaster shall be entitled to recover as liquidated damages in accordance with subsection 3.1 including all out-of pocket costs including, any non-cancellable production costs, and the reasonable legal fees in the collection of the amounts due. For certainty, any inability to broadcast pursuant to Section 4 below shall not be considered a material breach by the Broadcaster.

3.5. Where the Purchaser defaults in the payment of amounts due under this agreement, or where in the opinion of the Broadcaster there are other grounds for questioning the soundness of the Purchaser's credit, the Broadcaster shall have the right, in its absolute discretion, to change the requirements as to the terms of payment for further broadcasting under this agreement.

4. DISRUPTION, PRE-EMPTION AND SUBSTITUTION

4.1. Broadcaster shall not be liable (directly or indirectly) for any damages, losses, costs or expenses suffered by the Purchaser as a result of broadcast disruption, substitution, cancellation or pre-emption of a program, interruption, postponement or inability or omission to broadcast any advertising by reason of (a) technical or mechanical difficulties, public emergency or necessity, legal restriction, strike or labour action, terrorism, dispute with broadcast distributor or program supplier, (b) failure of any third party transmission, (c) laws, regulations, directions, orders or other requirements of any federal, provincial, municipal authority or any applicable regulatory bodies including the CRTC (eg. election laws), (d) a modification to the advertisement or other creatives, at the sole discretion of the Broadcaster, is required in the public interest or whether required to comply with any law, by-law, directive or other restriction on the Broadcaster, (e) pre-emption of any advertisement or broadcast program for a program of public significance or in the public interest, or (f) any other circumstance beyond the Broadcaster's control.

4.2. The Purchaser acknowledges that the Broadcaster's sole responsibility in such event is as set out in Section 7 below.

4.3. The Purchaser acknowledges that unless otherwise stated in the Sales Contract, the Broadcaster shall not be required to broadcast its commercial announcement during or with any particular program or other content, or display any specific commercial announcement in any particular order or at any specific time. The Broadcaster may in its sole discretion reschedule, pre-empt or cancel any program or other content that it broadcasts without notice to the Purchaser.

5. BROADCAST MATERIALS

5.1. Should the Broadcaster fail to receive broadcast material, including instructions, at least 5 days prior to broadcasting time, not including Saturdays, Sundays and holidays, the Broadcaster shall notify the Purchaser of such non-receipt. If the Broadcaster fails to notify the Purchaser, the Purchaser shall not be liable to pay for the broadcast time. If such material and broadcast instructions do not arrive at the Broadcaster 48 hours prior to broadcast, after the Broadcaster has notified the Purchaser, the Broadcaster may invoice the Purchaser for time contracted.

5.2. All material for broadcast supplied by the Purchaser is subject to Broadcaster approval and the Broadcaster is expressly authorized to reject such material, in its absolute discretion, including the right to reject for unsatisfactory video or audio technical quality. If the material is rejected, the Broadcaster shall notify the Purchaser of the reason for rejection, and unless the Purchaser furnishes satisfactory material 72 hours prior to broadcast time, or notifies the Broadcaster that such material will be available 48 hours prior to broadcast time, the Broadcaster shall have the right to supply substitute material, or in the case of announcements, to broadcast non-commercial material. In each case, the Broadcaster may charge for contracted time.

5.3. Unless otherwise noted on the Sales Contract, all material including talent and commercial announcements shall be furnished by the Purchaser, and all expenses connected with delivery thereof to the Broadcaster and further shipment from the Broadcaster, if directed by the Purchaser, shall be at the Purchaser's expense.

5.4. All broadcast material furnished by the Purchaser may, in the Broadcaster's discretion, be broadcast or archived, in any form of media.

5.5. If the Sales Contract requires the Broadcaster to produce broadcast material on behalf of the Purchaser (the "Broadcaster Material"), the Broadcaster shall be the exclusive owner of all right, title and interest (including copyright) in the Broadcaster Material, subject to the Purchaser's ownership of any broadcast material supplied by the Purchaser (the "Purchaser Material") contained in the Broadcaster Material. The Purchaser may not reuse the Broadcaster Material without the Broadcaster's prior written consent. Notwithstanding the foregoing, the Purchaser may purchase the Broadcaster Material (if not co-branded with the Broadcaster's trademarks or other intellectual property) by paying the Broadcaster an additional purchase fee.

5.6. In producing the Broadcaster Material, the Broadcaster reserves the right to refuse any requested changes to the Broadcaster Material or the inclusion of any Purchaser Material which the Broadcaster considers obscene, indecent or defamatory, or the broadcast of which would cause the Broadcaster to contravene applicable laws, rules or regulations, or violate any copyright, trademark, privacy or other right of any individual or entity.

6. WARRANTIES

6.1. The Purchaser warrants, represents and covenants to the Advertiser Material (i) it has the full right and power to offer the Advertiser Material for broadcast by the Broadcaster and to enter into this agreement; (ii) the Advertiser Material does not contain any defamatory, libelous or slanderous material and will not violate any individual rights, including rights of privacy, publicity or personality of any person; (iii) it has obtained all consents, releases, waivers and rights necessary for the use of such materials on all applicable media platforms, as contemplated by this Sales Contract; (iv) it has obtained all necessary clearances, including without limitation, from the CRTC, Advertising Standards Canada and Telecaster Committee of Canada, or any other approved clearance agency; (v) it has paid all residual, re-use or similar payments, step-up fees, music synchronization, mechanical reproduction and music performance rights and license payments and other amounts payable to third parties that arise as a result of,

or with respect to the broadcast of such materials. The Purchaser shall ensure that the Advertiser Material (including any music, literary, artistic and dramatic works, sound recordings and performers' performances) has been cleared to the full extent necessary for broadcast by the Broadcaster in accordance with the Sales Contract. The Purchaser shall indemnify the Broadcaster against all loss, liability, damage and expense arising, directly or indirectly out of (i) the Purchaser's breach of any representations and warranties made herein; and (ii) the broadcast or other authorized use of Purchaser's creative materials by the Broadcaster. For certainty, the Agency and the Advertiser jointly and severally accept full responsibility any potential subsequent use payments. If, as a result of the negligence, error or oversight of the Broadcaster, any subsequent use payments are required by any union or performer as aforesaid, the Broadcaster accepts full responsibility for all expenses incurred in connection with negotiations involved, or payments required, or both, and the Broadcaster further agrees to indemnify and save the Purchaser harmless against any or all liability resulting from such demands. Failure on the part of the Purchaser to supply dates of talent cycle shall absolve the Broadcaster of all liability resulting from incorrect play.

7. LIABILITIES

- 7.1. The Broadcaster's liability under this agreement, including as a result of Section 4 above, shall be limited solely, at the Broadcaster's option, to: (i) reimbursement as liquidated damages of any amounts prepaid by the Purchaser for advertising time not yet broadcast or published by the Broadcaster; or (ii) the provision to the Purchaser as liquidated damages of a reasonable make-good.
- 7.2. In no event shall the Broadcaster be liable for any consequential, incidental, special or punitive damages, whether arising in tort, contract or otherwise.
- 7.3. Notwithstanding anything to the contrary set out in this agreement, the Broadcaster's liability hereunder in all cases shall be limited to amounts paid by the Purchaser pursuant to the Sales Contract.
- 7.4. The Broadcaster shall exercise normal precautions but assumes no liability for loss of, or damage to, program material or other property furnished by the Purchaser.

8. GENERAL

- 8.1. This agreement and all Sales Contracts made pursuant to it are subject to all terms of licenses held by the parties hereto, all applicable federal, provincial and municipal laws, all regulations of the CRTC in force from time to time, and all other laws or regulations of other industry bodies with competent jurisdiction in relation to broadcasters and advertisers, applicable now or in the future.
- 8.2. This agreement shall be governed by and interpreted with the laws of the Province of Ontario to the extent applicable the federal laws of Canada. Any proceeding

relating to the subject matter of this agreement shall be within the exclusive jurisdiction of the courts of the Province of Ontario sitting in Toronto.

- 8.3. This agreement, together with any rights under it, may not be assigned or transferred by the Advertiser without the prior written consent of the Broadcaster; nor may the Broadcaster be required to broadcast any advertising other than that identified on the Sales Contract.
- 8.4. Failure of the Broadcaster or the Purchaser to enforce any of the Terms in the event of breach shall not be construed as a general relinquishment or waiver as to that provision.
- 8.5. Unless otherwise stated herein, all notices provided hereunder shall be in writing and shall be given either by registered mail, facsimile or by personal delivery, addressed to the Broadcaster, the Agency or the Advertiser, at the addresses contained on the Sales Contract. Any such notice if mailed shall be deemed to have been received upon the expiration of 48 hours after the same was posted, and if faxed or delivered, shall be deemed to have been received on the day on which it was faxed or delivered.
- 8.6. In the event of a conflict between these Terms and any provisions on the Sales Contract, the provisions on the Sales Contract shall prevail.
- 8.7. If any provision of this agreement is determined to be void or unenforceable, in whole or in part, it shall be severable from, and shall not be deemed to affect or impair the validity of, any other provision.
- 8.8. This agreement contains the entire agreement between the parties relating to the subject matter herein contained, and no changes or modifications of any of its terms or provisions shall be effective unless made in writing, signed by those parties and incorporated into this agreement. No sales representative or other employee, representative or agent of the Broadcaster has the authority to change or modify these Terms, and the Purchaser may not rely on any such change or modification except (i) pursuant to an official revised version of these Terms; or (ii) if agreed to in writing by a senior executive officer of the Broadcaster.
- 8.9. If the Agency is entering into this agreement on behalf of the Advertiser, the Agency confirms that the Advertiser has been provided with a copy of the Terms and the Sales Contract and that it is authorized to bind the Advertiser to this agreement.
- 8.10. Unless the Purchaser provides the Broadcaster with an objection, in writing, within 5 business days of receipt of the sales contract from the Broadcaster, the Purchaser shall be deemed to have accepted the terms regardless of whether the Purchaser provides the Broadcaster with a signed copy of the Sales Contract.
- 8.11. This agreement has been drawn up in the English language at the express request of the parties. Les présentes modalités ont été rédigées en anglais à la demande expresse des parties.