

TERMS AND CONDITIONS OF MEMO DEAL

The Memo Deal for advertisement will be in writing duly signed by the Advertising Agency/ Advertiser and the Broadcaster's Company ("the Company") and the same should be treated as a contract binding on the parties and the terms and conditions mentioned herein, including any amendments or modification made by the Company, will be considered as the final document of understanding and will form integral part of the Memo Deal and no other document/s will be taken into consideration to form a part of this Memo deal.

1. All rates will be for duration of 10 seconds and rates for the spot(s) will be in INR or any other currency (as the case may be).
2. The Memo deal will be for a value and period as mentioned in the Memo Deal.
3. The Memo Deal is non-cancelable and non-negotiable.
4. This Memo Deal is restricted / applicable only for SD and / or HD feed(s) on Television as a medium in the target group and markets as may be defined and / or mentioned in the Memo Deal. This will not be applicable for online.
5. Advertising Agency/ Advertiser shall not have any right to either re-negotiate in any manner or terminate this Memo deal.
6. The Company shall have the right to re-negotiate / terminate / cease / modify / amend / either in part or in full such terms of the Memo deal at its sole discretion, for any reason whatsoever and in case of any amendment(s), update the revised T&C on its website <https://billing.zeeconnect.in/Login.aspx>, which shall be valid and binding on Advertising Agency/Advertiser. The Advertising Agency/ Advertiser shall be obligated to timely review and comply with such revised terms and conditions applicable for Memo Deal, from time to time.
7. The Advertising Agency/Advertiser agrees to read, understand and comply with ZEEL Partner / Supplier Code of Conduct, as updated from time to time, and located at https://www.zeeconnect.in/HRPolicies/policies/Code_of_Conduct_Policy.pdf ("Code") and agrees to conduct business in strict legal compliance and with the highest ethical standards. For sake of clarity, the Code, or the demonstration of its compliance, does not create any third-party beneficiary rights for the Advertising Agency/Advertiser. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between Advertising Agency/Advertiser and ZEEL and in case of conflict between the Code and legal documents, the Code shall apply. The Advertising Agency/Advertiser further agrees to read, understand and comply with ZEEL's Whistle Blower Policy, as updated from time to time, and located at https://www.zeeconnect.in/HRPolicies/policies/Whistleblower_and_Vigil_Mechanism_Policy.pdf ("WBP"). The Advertising Agency /Advertiser agrees to report to ZEEL about any form of corruption (including without limitation financial malpractice, dishonesty, money laundering, corruption and fraud), or any other unethical and/or suspected behaviour that may impact ZEEL in any manner during the Term of this Agreement. The Advertising Agency/Advertiser shall duly disseminate the details of the WBP and contact number of the Vigilance Officer to all their employees, representatives, agents and business associates.
8. Complete Release Orders (RO) with cue sheets and all relevant details e.g. Tape I.D etc. filled in must be received by the Company atleast 15 (fifteen) days prior to the first date of telecast. Advertising Agency/ Advertiser will ensure to deliver all related materials along with the aforesaid.
9. RO received by Electronic mails will be treated as final and will be considered as "Binding Release Order". This can also be done through password protection and would be sent to the Company on official mail IDs.
10. Advertising Agency/ Advertiser will ensure that all the tapes will be complied with the Standards & Practices clearance and technical checks. Concerned Authorised Advertising Agency/ Advertiser on record, must issue Release Orders duly signed and stamped, for their spot/sponsorship bookings to the Company.
11. Re-schedules will be accepted by the Company, only if the said request is received by the Company 7 (seven) working days prior to the scheduled telecast of the spot and cancellations, if any, will require 14 (fourteen) working days' notice. Any cancellations raised in a month for regular non-live programs/ RODP, or otherwise, the Authorized Advertising Agency/ Advertiser will ensure "make good" for the same within the same calendar month.
12. The Release Order will be referred exclusively for the purpose of scheduling of spots only, other than that no other instructions/ information will be accepted. In case of non-receipt of Release orders, the deal will be considered for scheduling of spots.
13. For all sponsorship Memo Deals, if the RO for the agreed per episode FCT is not received on time, the advertiser will be billed irrespective for the entire amount and the FCT against the same will lapse. All spots are subject to availability and maybe pre-empted as per individual rate card.
14. All impact properties, sponsorship, premiers, block buster movies etc. are subject to availability. Sponsorship does not entitle for any specific positioning of the spots in breaks. The rates of sponsorship will be as per the sponsorship option chart as mentioned in rate card.
15. Duration of sponsorship tag is subject to change at the discretion of the Company and does not form the part of any committed Memo Deal.
16. For impact properties, sponsorship, premiers, block buster movies etc., the advertiser has to consume the committed seconds per episode. No banking of committed seconds will be allowed.
17. In case of impact properties, sponsorship, premiers, block buster movies etc., if there is an increase in number of episodes, the advertiser will have to additionally buy committed seconds per episode for the extra episode to avail the sponsorship partner status.
18. All sponsorship (be it one day event, format shows, Fiction show or films), is valid for the current season and its repeats that feature within the Memo Deal period of the property only, any repeat telecast post the Memo Deal period may / may not carry the sponsor logo.
19. Utilization of advertising time on a channel has to be completed within the Memo deal period. Pattern of utilization of Advertising Time on a channel has to be pre-defined on monthly spread as per the Memo Deal and be utilized smoothly within the Memo Deal Period. In case of under-utilization of the Memo Deal value, the differential shall be billed to the advertiser and the Advertising Agency/ Advertiser agrees that the same will be honored.
20. No breaks will be allowed in between the Memo Deal period, unless the channels have to do so, due to unavoidable circumstances.
21. Any request for extension of Memo Deal period will not be entertained and such extension will be executed separately as a new Memo Deal and on the then prevailing rates.
22. In case of excess committed seconds being consumed, the value of the same will be raised via. debit note or invoice, as the case may be, as per the existing Memo Deal this is specific to all impact properties, sponsorship, premiers, block buster movies etc.
23. The Company does not offer any product/category exclusivity. The commercial schedules are subject to change in case of live coverage/ special events etc. Positioning of spots will be at the sole discretion of the Company as per individual rate card.
24. In case of a per company commitment, the respective advertising company should provide a cue sheet/schedule every month giving the details of each brand utilization. Usage of value additions in terms of committed seconds and sponsorships shall be in proportion to the billing done till the date as per the Memo Deal.
25. Programme Category list will be announced every month, and categories are subject to change at the discretion of the Company. Programme categories may be changed at the sole discretion of the Company. Category and rates will be applicable on the said time of telecast.
26. Specials will be announced from time to time and may have rates mentioned in the rate card.
27. Wherever applicable, the advertiser has the option of a brand Memo Deal as well as the company Memo deal. However, a company commitment cannot be broken into brand commitments.
28. All bills will be raised on monthly basis.
29. The Company will raise bills on the Advertising Agency, if any, for an Advertising Agency and arrange to send the same to the Advertiser for onward delivery to the respective Advertiser.
30. The Company will be sending electronic Bills to the Advertising Agency/ Advertiser for the advertisement telecast on the channel through an Email sent to the authorized email ID of the Advertising Agency/Advertiser as officially communicated in writing or as mentioned in the Memo Deal. Such Electronic delivery of the bills shall be considered as valid delivery of the bills and would be binding on the Parties.

31. Advertising Agency/ Advertiser agrees to pay in addition to agreed rates the goods and service tax, education cess and any other duties and levies as applicable under law.
32. Payment Terms:
AAAI Agencies - All bills are payable as per the prevailing IBF guidelines.
Non-AAAI Agencies – All bills are payable as per the prevailing IBF guidelines.
Payment terms may vary depending on the IBF categorization.
33. All bills overdue for more than 60 days will attract interest @ 18% per month. The imposition and collection of interest on late payments does not constitute a waiver of Advertising Agency/ Advertiser's obligations to pay the amounts due and payable by the Due Date. The payment of the late payment interest shall be in addition to any other rights and remedies that ZEEL may have hereunder and under Law.
34. In case of Title Sponsorship, the Advertising Agency/ Advertiser has to pay at least 75% of the total on ground cost on confirmation of the Memo deal. The balance 25% should be paid before the event.
35. All payments will be made against the Bills in Indian Rupees and will be paid to the Company Directly or to their Agent in India, as the case may be.
36. Bills shall duly be raised on the date of telecast of the event/special. Payment for the same has to be made whenever the bill gets due, unless it is in advance. Bills will need to be cleared irrespective of the FCT, paid or bonus is consumed. Any FCT not consumed, before the Memo Deal period, will be lapsed. The company will not be liable for any refund in case of any pre billing.
37. Bills submitted by the Company / channel are to be considered as the final proof of telecast of spots.
38. All the disputes and differences arising between the parties hereto, including any dispute or difference in regard to this Memo Deal will have the jurisdiction in India and the applicable laws will be Indian Laws.
39. Airing of this Memo Deal is restricted within the territory of India only (spill over exempted) Spill overs should not be considered as any kind of sale under this Memo Deal.
40. The Advertising Agency/ Advertiser agrees that it will acquire requisite permissions from the advertiser for the Company, if the Company after the completion of the Memo Deal period, chooses to repeat telecast/broadcast, license, syndication of contents of the Company's programmes, wherein the contents will and/or may consist of the logo and/or brand name of the Advertiser, the Company will not amend / delete the logo and/or brand name of the Advertiser from its programme(s) and will have all the right to Memo Deal with the logo and/or brand name in the manner it deems fit. The Advertising Agency/ Advertiser will be responsible for any such claims / allegations, if any, made by the Advertiser or any third party for the aforesaid.
41. Advertising Agency/ Advertiser will ensure that the content/commercial submitted is/are not obscene or blasphemous or defamatory of any event and/or person deceased or alive and will be as per the applicable guideline(s) prescribed by Advertising Standards Council of India and such other Indian laws and the Advertising Agency /Advertiser has all the rights to advertise the contents, including without limitation all trademarks and brand features, without infringing the rights of any third party and without violating any law, rule, regulation, or order.
42. The Advertising Agency hereby represents and warrants to the Company that: (a) the advertisement does not violate rights of any third party including but not limited to that of the music composer, lyricist, singers and that of music publisher; (b) all rights including the copyright in the advertisement is owned by the Advertiser for the purpose of its broadcast on the Company's TV channels; (c) any and all performance royalties payable to the authors of the works incorporated in the content of the advertisement has been or shall be paid by the Advertiser or the Advertising Agency on behalf of the Advertiser; and (d) communication to the public shall be deemed to have been done by the Advertiser at whose instance the Company broadcasts the advertisement on its TV channels.
43. Advertising Agency/ Advertiser agrees to indemnify and keep safe the Company, its Directors and employees, from and against all and/or any claims (including royalty claims), loss, expenses, costs, and proceedings, by any other person, party, company or organization or authors or copyright societies that may arise on the advertising content provided by Advertising Agency/ Advertiser or otherwise arises due to any breach or non-compliance of these terms and conditions by the Advertising Agency/Advertiser. Advertising Agency/ Advertiser shall always also hold the Company harmless against any form of legal proceedings that might arise for any reason in respect of this Memo deal.
44. Advertising Agency/ Advertiser shall indemnify the Company for all amounts in case the Company is required to defend any claims or the acquired rights in any court of law and such cost of defense would be reimbursed by the Advertising Agency/ Advertiser.
45. The Advertising Agency/ Advertiser agrees to abide by all the rules and regulations, directions, notifications, orders, awards, etc. laid down by any government, semi government, local bodies, authorities etc.
46. In no event, the Company or its affiliate or group companies shall be responsible for consequential, special, punitive or other damages, including, without limitation, lost revenue or profits.
47. Force Majeure: If the performance of duties and obligations by a Party ("Affected Party") under this Agreement is prevented, restricted or interfered with, by or due to any reason, act, enactment of any law or rules and regulation made effective whether by State or Central Government, prevented or delayed by reasons of a war, hostility, fires, floods, hurricane, earthquake, terrorist attack, enemy attack, explosives, epidemics, quarantine restrictions, strikes, lock outs, or any acts of God, which are adversely affecting the obligation of the Affected Party or any condition, beyond the reasonable control of such Affected Party and not of its own making, and amounting to force majeure, such Affected Party, upon promptly giving written notice of such reason, act or condition to the other Party, by any mode recorded delivery, shall be excused from such performance to the extent of such prevention, restriction or interference; provided that the Affected Party shall use all reasonable effort to prevent, avoid, remedy and/or remove the causes for such non-performance and shall continue performance hereunder once force majeure ceases.
