



# For Advertisers

## SALON TV IS THE EXCITING NEW CHANNEL

Salon TV is Australia's newest and most exciting form of digital media. We have specifically targeted the hair and beauty industry with a product designed to inform and entertain Salon clients.

Participating Salons have three to six 17" to 19" Liquid Crystal Display (LCD) screens installed, strategically placed near cutting stations to maximise visibility.

Each screen plays a digital media program of up to 30 minutes duration. This program is a continuous 'visual only' advertisement and entertainment loop, repeated continuously during the Salon's business hours.

For advertisers, Salon TV is a new advertising medium that will allow you to connect with a truly captive target audience – typically an AB consumer demographic – seated in front of your ads and images for an appointment that takes, on average, anywhere between 30 and 150 minutes.

Our content is as diverse as the audience watching it. Many and varied industries will benefit from exposure on Salon TV.

If you have a brand, product or service that you would like to promote in a clean, clear and visually appealing context, make Salon TV a part of your marketing mix.






🎯 Access a highly desirable demographic of buyers

|         |             |           |            |            |            |
|---------|-------------|-----------|------------|------------|------------|
| Beauty  | Health      | Lifestyle | Finance    | Sport      | Government |
| Fashion | Real Estate | Travel    | Automotive | Electrical | Services   |

### Advertising Rates

tv advertising without tv prices

### Salon TV pricing for standard 15 sec advertisement

|   | Advertisement |      | Admin | Salons   |
|---|---------------|------|-------|----------|
| <b>National</b>  | \$600         | PLUS | \$180 | 30 over  |
| <b>Regional</b>  | \$800         | PLUS | \$180 | 10 to 29 |
| <b>Local</b>     | \$1,000       | PLUS | \$180 | 1 to 9   |

Advertisement pricing is per annum per salon ex GST



1300 790 233  
[sales@salontv.com.au](mailto:sales@salontv.com.au)  
[www.salontv.com.au](http://www.salontv.com.au)



## ADVERTISER AGREEMENT

Please complete and Fax to 03 9580 3244

| CLIENT DETAILS   |  |
|------------------|--|
| Company Name     |  |
| Trading Name     |  |
| ACN / ABN        |  |
| Address          |  |
| Type of Business |  |
| Contact Name     |  |
| Telephone/Fax    |  |
| Email Address    |  |

| SITE DETAILS  |                        |
|---|------------------------|
| The Advertiser agrees to advertise, subject to the Terms and Conditions on the reverse side, for a minimum of one (1) year on Salon TV. |                        |
| Advertising Level   | Local                  |
| State or Region   | Victoria               |
| Salon Name  | Hair House             |
| Salon Address   | South Melbourne Market |
| Type of Salon   | Hairdressing           |
| Duration of Advert  | 15 seconds             |
| Special Instructions:   |                        |

| COSTS                          | (please tick)  |
|--------------------------------|--|
| 1 YEAR VALUE: \$1000           | <input type="checkbox"/> Paid in advance: \$1100                                 |
| Cost per week: \$20 (plus GST) | <input type="checkbox"/> Paid monthly in advance<br>Monthly cost: \$99 (inc GST) |

+Admin & Design \$198 (inc GST) per advert or ad change.

The Advertiser hereby agrees to pay the Company:

- The 1<sup>st</sup> Month's value of this Agreement + the admin charge at the time of signing.
- Should the company's contract extend to a rolling contract, the yearly rate will not increase for the 2<sup>nd</sup> year.

Future payments should be collected monthly thereafter by periodic payments or credit card.

- I, the Advertiser, understand that this contract is not subject to cancellation by the Advertiser other than as stated above.
- I, the Advertiser, hereby accept the Terms and Conditions of this Agreement, a copy of which I have received.
- I am duly authorized to sign on behalf of the Advertiser.

SIGNATURE:

NAME OF SIGNATORY:

POSITION OF SIGNATORY:

SALON TV REP SIGNATURE:

SALON TV REP NAME: Mark Drysdale

DATE: 23 June 07

FOR OFFICE USE ONLY

|                  |  |
|------------------|--|
| CONTRACT NUMBER  |  |
| DEPOSIT RECEIVED |  |
| CREDIT CARD      |  |
| AUTH CODE        |  |
| CASH             |  |
| CHEQUE           |  |

----- ANY ALTERATION TO THIS AGREEMENT MUST BE INITIALED BY BOTH PARTIES -----

| CREDIT CARD PAYMENT AUTHORITY   |
|---|
| <input type="checkbox"/> Bankcard <input type="checkbox"/> MasterCard <input type="checkbox"/> VISA (Note: American Express, Diners Club and other credit cards will not be accepted) |
| Card Number: _____ Expiry Date: _____   |
| Cardholder's Name: _____ Cardholder's Signature: _____  |

| DIRECT DEBIT REQUEST (DDR) (Please Pay Salon TV Pty Ltd BSB: 063-209 Account No: 10133681 CBA Huntingdale) |
|--|
| Name: _____  |
| Address: _____ Post Code: _____  |
| Name of Financial Institution: _____ Branch: _____   |
| Account Name: _____  |
| BSB Number: _____ - _____ Account Number: _____  |
| Signature(s): 1) _____ 2) _____  |
| (If debiting from a bank account requiring two signatures, both signatures are required)                   |

## TERMS & CONDITIONS

### 1. TERM OF AGREEMENT

- 1.1 The date upon which an advertisement begins broadcasting will be the first day of the Initial Advertising Period (IAP). The IAP will run for one year from that date.
- 1.2 The advertiser may continue to advertise on Salon TV Pty Ltd (the company) beyond this period. It is the duty of the advertiser to inform the company if it wishes to cease advertising after the IAP. If no notification is received the IAP will be extended for up to a further 1 year and the company will continue to broadcast the advertisement – with no change in the annual rate charged for the 2<sup>nd</sup> year.
- 1.3 If due to any circumstances the Salon TV System in question ceases to operate, the Company reserves the right to transfer the advertisement to an alternative system.

### 2. PAYMENT

- 2.1 If the Advertiser should fail to make any payment or installment in relation to the Initial Advertising Period, or any other period when due hereunder then the whole of the balance outstanding under this Agreement shall immediately become due and payable, plus costs of collection. Interest is calculated monthly and charged on the total amount outstanding. The current rate of interest is 3 percent per annum in excess of the standard overdraft rate charged from time to time by the Commonwealth Bank of Australia or its successors or assigns, for overdraft accommodation for amounts of less than one hundred thousand dollars (\$100,000.00 AUD). Such interest is to be computed from the due date for the payment of the moneys in respect of which the interest is chargeable, until the date of payment of such moneys in full.
- 2.2 If payment of an installment hereunder is not made on the due date then the Company have the right to withdraw the Advertisers Adverts from the Program until such payment is made. The Advertiser shall nevertheless remain fully liable for the total contractual value outstanding under this Agreement.
- 2.3 The Company reserve the right to charge up to \$50.00 AUD for any of the following
  - 2.3.1 Unpaid, returned or recalled Direct Debits;
  - 2.3.2 Unpaid, returned or recalled Cheques;
  - 2.3.3 Letters sent as a result of a breach of this Agreement.

### 3. THE PROGRAM

- 3.1 The Salon TV Equipment will display thereon a digital graphic Program.
- 3.2 The Program shall be a broadcast advertising:
  - 3.2.1 The business of the Salon ("the Salon's Preferred Adverts");
  - 3.2.2 The business of Sponsors ("Advertisers Adverts").
- 3.3 No Advertiser shall enjoy preferential position on the Program.
- 3.4 The Company reserves the right:
  - 3.4.1 To select suitable Advertisers;
  - 3.4.2 To withhold, withdraw or refuse any advertisement (for any reason whatsoever);
  - 3.4.3 To change the shape, size title and locale of any advertisement.
- 3.5 The Advertisers Adverts:
  - 3.5.1 Are provided at a charge negotiated by the parties to this Agreement;
  - 3.5.2 Will be either produced and provided by the Advertiser, or produced by the Company in a manner and form considered suitable by the Company;
  - 3.5.3 Are repeated continuously throughout all business hours.
- 3.6 Each Salon has agreed to transmit the Program throughout all business hours of the Salon.

### 4. ENTIRE AGREEMENT & VARIATION

- 4.1 This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, either oral or written, between the parties with respect to the subject matter of this Agreement.
- 4.2 Each of the Parties acknowledges that, in entering into this Agreement, it does so not in reliance on any representation, warranty or other provisions except as expressly provided for in this Agreement.
- 4.3 No variation of these Terms and Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 4.4 It is further agreed and declared that no monopoly rights shall be enjoyed by the Advertiser unless endorsed on the Agreement and initiated by the Company's Agent.
- 4.5 Any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 4.6 If any part of these Terms and Conditions is invalid or unenforceable, the remaining parts shall remain effective.

### 5. INDEMNITY

- 5.1 The Advertiser shall indemnify the Company against all claims in respect of any alleged infringement of copyright, trademark or design, or in respect of any passing off or slander or title arising in consequence to the exhibition of the advertisements produced pursuant to this Agreement.

### 6. ASSIGNMENT OF RIGHTS & OBLIGATIONS

- 6.1 The benefit of this Agreement is capable of transfer or other disposal by the Company (but not the Advertiser) to any third party in whole or in part.
- 6.2 Where the business of the Advertiser is taken over by a new Proprietor (or where the business ceases or the nature of the business changes), the Advertiser shall nevertheless remain fully liable under this Agreement unless the new Proprietor notifies the Company by Certified Mail of his intention to accept as his responsibility the terms already agreed with the Company by the Advertiser. Should, however, the Proprietor default in the performance of the Agreement the Advertiser shall remain liable for any loss sustained by the Company.

### 7. USE & DISCLOSURE OF INFORMATION

- 7.1 Neither party, without the prior written approval of the other party:
  - 7.1.1 Use information for any purpose other than in the performance of this Agreement;
  - 7.1.2 Disclose information to any other person other than in the performance of this Agreement.
- 7.2 In giving its written approval under sub-clause 7.1, either party may impose such terms and conditions as it thinks fit.

### 8. CONFIDENTIALITY

- 8.1 Both parties undertake to keep secret the Confidential Information of the other party and to take the following precautions to ensure the secrecy of each others' Confidential Information:
  - 8.1.1 If requested, sign a confidentiality agreement;
  - 8.1.2 Ensure that all Staff are bound by a confidentiality clause in their employment contracts.

### 9. DISPUTE RESOLUTION

- 9.1 The parties agree that any dispute arising in relation to this Agreement will be dealt with as follows:
  - 9.1.1 First, the party claiming that there is a dispute will send to the other a notice setting out the nature of the dispute;
  - 9.1.2 Secondly, the parties will try and resolve the dispute by direct negotiation;
  - 9.1.3 Thirdly, the parties have ten (10) business days from the sending of the notice to reach a resolution or to agree that the dispute will be submitted to mediation before the Institute of Arbitrators and Mediators Australia (IAMA);
  - 9.1.4 Lastly, if there is no resolution or agreement or there is submission to mediation, but there is no resolution within fifteen (15) business days of the submissions, or such extended time as the parties may agree in writing before the expiration of the fifteen (15) business days, then either party may commence legal proceedings.

### 10. TERMINATION AT ANY TIME

- 10.1 This Agreement is not subject to cancellation or termination except in accordance with these Terms and Conditions.
- 10.2 If the Company fails to secure sufficient sponsorship it shall be entitled to give Notice to the Advertiser terminating this agreement and the agreement shall terminate without penalty on expiry of that Notice.
- 10.3 Either party may (without limiting any other remedies) at any time terminate this Agreement by giving written notice to each other if:
  - 10.3.1 The other commits any breach of these Terms and Conditions and (if capable of remedy) fails to remedy breach within fifteen (15) business days after being required by written notice to do so; or
  - 10.3.2 Either party goes into liquidation, or has a Receiver or Administrator appointed, or (in the case of an individual or firm) becomes bankrupt or makes a voluntary arrangement with his or its creditors.

### 11. UNAVOIDABLE DELAY

- 11.1 A party to this Agreement shall not be entitled to exercise its rights and remedies upon the default of the other party if that default:
  - 11.1.1 Is caused by an act or event that is beyond the reasonable control of that other party;
  - 11.1.2 Continues for less than 1 month; and
  - 11.1.3 Was not foreseeable at the time this Agreement was entered into.
- 11.2 The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

### 12. WAIVER

- 12.1 No failure or delay by either of us in exercising any of our rights under the Agreement shall be deemed to be a waiver of that right, nor any waiver by either of us of any breach of the Agreement or these Terms and Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

### 13. APPLICABLE LAW

- 13.1 Our relationship will be governed by and must be construed in accordance with the laws of the State of Victoria.

### 14. NOTICES

- 14.1 Any notice required or permitted to be given by either of us to the other under these Terms and Conditions should be in writing addressed to the other party at its registered office or principal place of business or such other address as at the relevant time has been notified pursuant to this provision to the party giving their notice.