

2018

MiAR

C U R I A T

Terms and Conditions 2018

EFFECTIVE 1ST JULY 2018
COMPANY NAME: CURIAT LIMITED
COMPANY NUMBER: 6144467
NZ LIMITED COMPANY

CURIAT LIMITED | 25 Coroglen Ave, Birkenhead, Auckland. 0626

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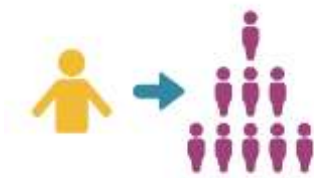
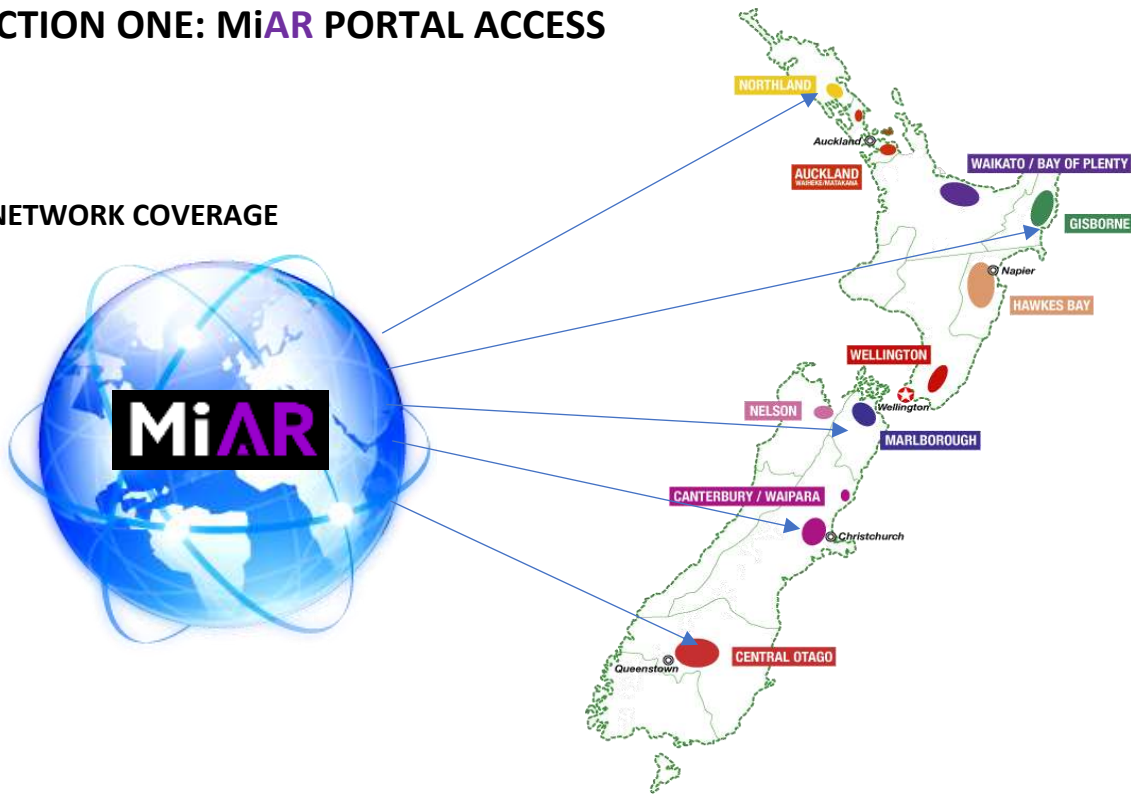
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SECTION ONE: MiAR PORTAL ACCESS

1. NETWORK COVERAGE



MiAR is a “1 to Many”, publicly available Augmented Reality portal.

Our Partner network make it freely available to consumers throughout the country.

Thanks to our community network, **MiAR** reaches more people. By managing assets on the cloud, the **MiAR** portal is the most suitable omni-channel for wide-reach AR campaigns.

2. PUBLIC CONSUMER ACCESS

Because smartphones have limitations when it comes to recognizing & tracking images, we use Cloud based dynamic device recognition.

Smart devices with access to Wi-Fi internet, should achieve 24/7 access.

3. CONDITIONS FOR MiAR BOOKING

Augmented reality is a highly visual interactive medium designed to engage people in a positive memorable experience. As such all campaign bookings should include clear instruction (including campaign launch dates, creative content, explicit text, technical information and images) of the interactive experiential pathway at each layer of the user experience. Refer to our Asset guidelines.

3.1. CANCELLATION POLICY

- a. Cancellations must be advised in writing.
- b. Cancellation deadline dates will be specified in writing when each project scope is agreed.
- c. Bookings may be cancelled prior to the specified cancellation deadline date without incurring a booking fee penalty, however the quoted content creation fees and management fees will still apply (be charged).
- d. A fee of 100% content creation plus 50% of the booking fee value will be charged for all bookings cancelled between the published cancellation deadline and 7 days prior to transmission.
- e. Cancellations within 7 days of the transmission date will incur a 100% content creation fee plus 100% booking fees.
- f. Where an AR campaign transmission release date is changed within 28-days prior to transmission, the booking may, at the advertiser's option:
 - i. be moved to another schedule at current rate or
 - ii. be cancelled without penalty.

3.2. MOVEMENTS POLICY

- a. Notification of booking movements must be advised in writing.
- b. Moving bookings within 7 days from the transmission date will incur a 50% booking fee.
- c. Movements between 8 and 28 days from the transmission date will be rebooked at the current rate and retain existing fees. Movements can only be made once before cancellation penalties apply.
- d. Any transmission not rebooked within 28 days of will be subject to the cancellation policy. Refer clause 3.1 of this section.

3.3. RATE CHANGES

- a. Curiat Limited may at any time change its rates of unconfirmed orders and will give notice of such change. All accepted quotes will be at the agreed rates.

3.4. SPONSORED AR CAMPAIGNS

- a. Curiat Limited retains the right to adjust any (full or partially) sponsored bookings in order to accommodate a commercial AR campaign release date or to avoid a product conflict. The booking may:
 - b. be moved to another release date at current rates and retain existing sponsorship, or
 - c. be cancelled by Curiat Limited without penalty to any party.

3.5. CHANGING COMMERCIAL CAMPAIGN DURATIONS

- a. Any additional time required will be regarded as a new booking.

b. New time bookings will be subject to current rates and fees.

3.6. CHILDREN'S ADVERTISING

Advertisers marketing to the younger demographic must adhere to the Advertising Code of Practice for Advertising to Children. As a responsible public digital gateway operator, our policy is that advertisers operate according to the Advertising Code of Practice for Advertising to Children. See: www.asa.co.nz/codes

Curiat may apply restrictions to advertising at its discretion. Please contact our Sales team about this.

3.7. ALCOHOL ADVERTISING

As a responsible public digital gateway operator, our policy is that advertisers operate according to the Advertising Code of Practice for Advertising Liquor. See: www.asa.co.nz/codes

4. CONDITIONS FOR PUBLIC COMMERCIAL TRANSMISSION

The suitability of all content provided will be vetted for suitability by Curiat for approval prior to acceptance.

4.1 COMMERCIAL CONTENT

Acceptance of content for transmission through the **MiAR** portal is totally at Curiat discretion.

No content will not be accepted that breaches responsible advertising guidelines or, is in our opinion does not provide a minimum quality for constructive and/or a positive consumer experience.

Bookings dates confirmed but not realised due non-suitability of content provided to Curiat Limited by any representative agency or individual will incur booking cancellation fees according to our cancellation policy.

4.2 PRODUCT PROXIMITY

No protection is guaranteed against proximity or triggering of advertising for competing brands or products. Curiat Limited will use reasonable endeavours to avoid this type of conflict.

4.3 LATE SCHEDULING CHANGES

a. Curiat Limited reserves the right to omit or move any content or transmission without incurring any liability. Any changes made under this circumstance will be discussed prior to action being taken.

b. Should this occur Curiat Limited may either refund or give credit of the booking fee payable or replace the campaign at another time mutually agreed by Curiat and the advertiser or agent.

c. All transmission scheduling release dates are subject to postponement, cancellation or replacement at the discretion of Curiat Limited.

4.4 APPROVAL OF MATERIAL

- a. No content will be transmitted until it has been approved in its final form by the Curiat Limited.
- b. Curiat reserves the right to impose restrictions and use its discretion regarding suitability of content supplied.

4.5 INSTRUCTION AND MATERIAL DEADLINES

- a. Content and instructions shall be delivered according to the agreed dates in the project scope.
- b. If Curiat considers that the advertising content or material is unsuitable, it will notify the agency (if any) or the advertiser who must supply alternative advertising copy at its own cost as soon as possible, and in any event prior to the agreed dates in the project scope.
- c. Where material is received late, then late administration charges of up to \$1000 +GST will apply.
Such charges must be paid upon receipt of invoice in accordance with Curiat's payment terms.
- d. The acceptance of late material and instructions is at the absolute discretion of Curiat Ltd.

4.6 MATERIAL MANAGEMENT

All advertising material will be held by Curiat Limited for three months after last transmission.

SECTION TWO: CONTENT AND PROCESS

1. Fees

- a. Fees are componentized for content creation, booking, administration and management fees.
- b. Depending upon the project scope, an AR campaign may include, or may not include some fee components. Please check with your representative prior to booking.
- c. Estimates are not confirmed quotes. Quotes will be confirmed in writing.
- d. Quotes are GST exclusive. All rates are in New Zealand dollars.

2. ORDERS

- a. All booking orders are subject to availability and must be received in writing.
- b. Pencil bookings are available subject to the following conditions: Pencil bookings must be confirmed at least 28 days prior to the commencement of the campaign.

3. PERFORMANCE, MEASUREMENT and ANALYTICS

- a. Third party analytics engine may be used.
- b. For guaranteed impression campaigns, the campaign will cease once impressions are delivered (which may be prior to the end date of the campaign).

4. CANCELLATION POLICY

- a. Cancellation deadline dates will be specified in writing when each project scope is agreed.
- b. Cancellations must be advised in writing to info@curiat.co.nz citing campaign details and order number.
- c. Bookings may be cancelled prior to the specified cancellation deadline date without incurring a booking fee penalty, however the quoted content creation fees and management fees will still apply (be charged).
- d. A fee of 100% content creation plus 50% of the booking fee value will be charged for all bookings cancelled between the published cancellation deadline and 7 days prior to transmission.
- e. Cancellations within 7 days of the transmission date will incur a 100% content creation fee plus 100% booking fees.
- f. Where an AR campaign transmission release date is changed within 28-days prior to transmission, the booking may, at the advertiser's option:
 - i. be moved to another schedule at current rate or
 - ii. be cancelled without penalty.

5. APPROVAL OF CONTENT

- a. No content will be transmitted until it has been approved in its final form by Curiat Ltd.
- b. Curiat reserves the right to use its discretion and impose restrictions additional to those outlined in the codes of practice.

6. DEADLINES

- a. Key cancellation deadline dates will be specified in writing when each project scope is agreed.
- b. All creative content material must be received by Curiat Ltd at least five working days prior to the confirmed cancellation deadline date. Please note that creative concepts require content approval prior to building of the creative; Please discuss the particular creative deadline with your account executive before making the booking.
- c. Where material is received late, the following late administration charges will apply = \$1,000 + GST
Such charges must be paid upon receipt of invoice in accordance with Curiat Ltd payment terms.
- d. The acceptance of late material and instructions is at the absolute discretion of Curiat.
- e. Campaigns that start late due to the late receipt of creative material will not be guaranteed a full delivery and will be billed for the full contracted amount
- f. Creative material should be emailed to: info@curiat.co.nz
- g. Approval of material – no material will be transmitted online until it has been approved by Curiat Ltd.

7. AR MATERIAL SPECIFICATIONS

Please refer to the Asset specifications guidelines for the relevant requirements. Any creative material not meeting these requirements will not be published.

8. RETURN OF CREATIVE MATERIAL

Creative material will not be returned. Curiat will purge creative material after a period of three months.

SECTION THREE: GENERAL

These terms and conditions apply to all Curiat Limited / **MiAR** bookings.

1. ADVERTISING REQUIREMENTS

a. Advertisers warrant that any advertising material submitted for broadcast or publishing:

- I. Contains no false or unwarranted claim for any product or service
- II. Contains no defamatory statement or matter
- III. Does not infringe the copyright or other rights of any person
- IV. May be transmitted or published by Curiat Ltd without Curiat Ltd incurring liability of any kind whatsoever
- V. Conforms to the Advertising Codes of Practice and all relevant legislation.

b. The Advertiser will indemnify and keep indemnified Curiat Ltd and officers of Curiat Ltd against any loss or damage (including any legal costs or expenses and any compensation, costs, damages and disbursements paid by Curiat Ltd on the advice of counsel to compromise or settle any claim) occasioned to Curiat Ltd in consequence of any breach of the warranty set out in clause 1a of this Section 3, or arising out of any claim (whether successful or not) alleging that the advertising is defamatory, in breach of copyright or confidence, or in any other way infringes the rights of any third party, or breaches any existing or future legislation. The provisions of this clause will survive any cancellation or termination of the relevant order by any means whatsoever.

2. ACCEPTANCE OF ADVERTISEMENTS

Curiat Ltd reserves the right, without incurring any liability, to:

- a. Decline to accept an advertisement for transmission on the **MiAR** APP or website.
- b. Refuse an advertisement.

3. TRANSMISSION AND PUBLISHING VARIATIONS

Curiat Ltd at any time, reserves the right where in its opinion believes justified, without incurring any liability will inform the advertiser immediately, regarding the decision to:

- a. Decline to commence transmitting and/or publishing the advertising material.
- b. Decline to continue transmitting and/or publishing the advertising material.
- c. Terminate the order.
- d. Advance or delay the date and time of transmission and/or publishing.

4. RESALE

No confirmed booking orders may be resold or subcontracted without prior written agreement from Curiat Ltd.

5. TERMS OF PAYMENT

- a. An initial payment of 50% of the total fee quoted to be paid within 48 hours of the signed agreement.
- b. The initial (50%) payment initiates commercial activities contained in the signed agreement. Failure to receive the initial payment within 48 hours will result in a delay of those activities. Should the delays incurred result in cancellation or delay in timing critical to a campaign launch date, the agency or direct client will still be liable for all fees. Also refer to section 3.1 Cancellation Policy.
- c. The remaining 50% plus any variations, are to be paid within 7 days of the **MiAR** transmission going live/being published for use through the **MiAR** App.
- d. At Curiat's request the agency or direct client shall pay interest on any sum outstanding such interest to be calculated daily at the rate of 5% per annum over the prevailing Bank of New Zealand prime overdraft rate from the due date until the date payment is received in full.

6. LIMITATION OF LIABILITY

Curiat's liability to the advertiser or agency shall be limited to where

- (i) an advertisement is not transmitted or published, or
- (ii) the incorrect advertisement is transmitted or published, provided always that such failure is not due to any fault of the agency or advertiser including any failure to comply with the relevant asset guidelines, material and instruction deadlines.

Where Curiat Ltd is liable under the foregoing, the advertiser's option to remedy will be at the Curiat's sole discretion either:

- a. The return of monies paid in advance and cancellation of the billing in respect of the particular advertisement, or
- b. The incorrect advertisement will be billed and a make good given at no charge.

7. TERMS OF TRADE / AGREEMENTS

7.1 Application of benefits

At the expiry of a terms of trade (TOT) agreement, any benefits negotiated that supersede those published in this document will not be rolled over into a new contractual period unless negotiations have commenced for a new agreement. Where rollover occurs, a maximum of two months from the expiry of the previous agreement is permitted. If after two months a new signed agreement has not been received by Curiat Limited, benefits will be removed.

Once the signed agreement has been received the revised terms will be applied from the following week commencing date. Any new benefits will not be applied retrospectively.

7.2 Contracting party

The contracting party must be a registered entity and therefore excludes all non-trading companies, partnerships and collaborations.

7.3 Confidentiality

All trading agreements and negotiations for trading arrangements, are and must remain confidential between Curiat Ltd and the advertiser. No information regarding negotiations or trading agreements may be disclosed to any third party except with the prior written permission of both Curiat Ltd and the advertiser. For the benefit of doubt this information includes trading information, cash spends, share, volume commitments, expenditure, processes, statistics, strategy or prices.

Should this condition be breached, Curiat Ltd reserves the right to cancel the trading agreement and seek cash reimbursement of any discount that the advertiser received for the duration of the relevant agreement.

8. CONFLICT OF INTEREST

Where a Curiat employee, contractor or shareholder wants to advertise or provide content for commercial gain through **MiAR**, all information including creative concepts and the quote must be presented to a Curiat Director for approval prior to production. The advertisement cannot be given precedent over other confirmed agreements.

Curiat Ltd adheres to a strict Conflict of Interest Policy and all employees, contractors and/or shareholders are required to obtain Curiat Director sign-off prior placing an order.

9. CREATIVE MATERIAL PRODUCED BY CURIAT LIMITED

Curiat retains ownership of any creative material that has been developed by Curiat unless otherwise expressly agreed in writing.

10. COMPETITOR ADVERTISING

Where the content aligns with a Curiat Ltd or brand competitor, placement on the **MiAR** APP or website platforms must be approved in advance by Curiat Ltd management. Curiat Ltd reserves the right to not accept this advertising.

11. PARTNERSHIP AND PRODUCTION FUNDING

All sponsorships and production funding arrangements will have a 10% agency commission applied (if applicable).

12. SPECIAL BENEFITS PACKAGES

Curiat Ltd may offer special benefits and packages which carry terms and conditions that supersede those published in this document. Such terms and conditions will be recorded in a separate document.

13. NEW ZEALAND LAW

These Terms and Conditions shall be governed by, interpreted and construed in accordance with the laws of New Zealand, and the parties agree to submit to the non-executive jurisdiction of the courts of New Zealand.

CURIAT LIMITED

NEW ZEALAND OFFICES

25 Coroglen Ave,

Birkenhead. 0626

Auckland.

info@curiat.co.nz

(0064) 212 246 810