

## Terms and Conditions of Advertising on Digital Billboards

- Cowfish Limited (hereinafter 'Cowfish') is exclusively authorised by certain third parties having digital screens/billboards implemented on their property (hereinafter **Asset Owners**) to market and sell advertising space on screens/digital billboards situated in various locations in Malta and Gozo.
- All orders for advertising on the digital billboards shall be concluded with Cowfish through the signing of a Cowfish Order Form (hereinafter 'Order Form').
- Advertising, as booked through the Order Form, shall be reserved for Client on receipt of a 25% deposit. For the avoidance of doubt, Cowfish shall provisionally hold bookings from date of acceptance on Order Form and/or date of issue on deposit invoice five (5) working days. Bookings shall only be deemed confirmed once deposit is duly received by Cowfish.
- Client may purchase advertising space for advertisements from any of the opportunities provided by Cowfish, subject to availability.
- Advertising material (hereinafter 'Artwork') must be submitted according to the standards and specifications provided and specified by Cowfish and in accordance to the Transport Malta Billboard and Advertisements Regulations L.N. 103 of 2016.
- Cowfish shall best endeavour to upload advertising in accordance with the below table. Days are calculated from date following receipt of Artwork from client.

| Advertising Space   | Time in Days   |
|---------------------|----------------|
| Xewkija Gozo        | 2 working days |
| Gharghur Tal Balal  | 2 working days |
| Attard Central Link | 2 working days |
| Msida Skate-park    | 2 working days |
| Campus Hub          | 2 working days |

- Payment Policy:** As outlined in the Order Form attached to these terms and conditions.
- Cancellation Policy:** cancellations, prior to upload of artwork, shall only be accepted within 5 working days from receipt of the signed Order Form by Cowfish and in such cases full refund of any payment made to date by Client shall be processed. Any cancellations made thereafter shall incur a penalty of fifty per cent (50%) of Order Total as detailed in the Order Form.
- Artwork shall be accepted so long as it does not prove to be controversial, immoral, illicit, of a political nature or illegal in terms of any advertising rules or guidelines present in Malta or if deemed so by Cowfish and/or the Asset Owners.
- The Client shall inform Cowfish of its advertising concept and basic design for approval. In any event Cowfish shall have final approval on all adverts before uploading and may refuse adverts which are considered to be contrary to term 8 above.
- Clients are advised to provide good quality artwork, for digital uploading to maintain the good standard of advertising.
- Client shall be solely responsible for any legal liability arising out of or in relation to the advert and/or violations in relation to infringements or misappropriation of any copyright, patent, trademark, trade secret, unfair competition, defamation, invasion of privacy or anti-discrimination law or regulation. Client agrees to indemnify Cowfish and the Asset Owners of any liability, loss, damage, claim or action, including legal fees and expenses which may be incurred in the event of a breach.
- The duration of any loss of service caused the digital billboards being switched off shall be added to the Clients' booking or a pro-rata refund shall be given to Client in special cases when extending is not viable. For the avoidance of doubt, this clause does not apply to cases when the billboards are switched off due to force majeure events.
- Should the Client decide to discontinue an advertisement, after it has been uploaded on the digital billboards, it may do so, and Cowfish shall remove the advertising in question at the first available opportunity however the Client shall not be entitled to any refund in such cases. If advertising is discontinued by Cowfish and/or the Asset Owners for whatever reason, Cowfish shall notify the Client and also provide a pro-rata refund accordingly.
- Cowfish shall have the right to remove the advertising in the event that Client does not honour payment terms or otherwise breaches these terms and conditions.
- Any loss of service due to a force majeure event, included but not limited to strikes, lockouts, fires, floods, riots, pandemics, or other causes beyond Cowfish's or Asset Owner's control (hereinafter 'Force Majeure Event'), shall not constitute a breach of these terms. Should the Force Majeure Event persist for more than thirty (30) days, then Client shall be eligible to an extension of his/her agreement for a period equivalent to the duration of the Force Majeure Event or a pro-rata refund for such loss at the option of Cowfish provided that the loss of advertising opportunity exceeds twenty per cent (20%) of the term of advertising as described in the Cowfish Order Form.
- Cowfish cannot refuse bookings from competing products or services to those of Client, made by third parties and Client accepts that third party competing products may be advertised on the same digital billboard during the same advertising period.
- Cowfish shall not be held responsible for any payments which are to be made by the Client to the design agency providing the artwork in connection with the advertising space on behalf of the Client.
- Cowfish may be contacted on [info@cowfish.com.mt](mailto:info@cowfish.com.mt) or +356 79770900.
- Terms and conditions as published on 1/1/2023 © Cowfish, 2023.

