

Terms and Conditions of Advertising on TOKIS

1. Cowfish Limited (hereinafter '**Cowfish**') is exclusively authorised by GO p.l.c (hereinafter **GO**) to market and sell advertising space on TOKIS.
2. All orders for advertising on TOKIS shall be concluded with Cowfish through the signing of a Cowfish Order Form (hereinafter 'Order Form').
3. Client may purchase advertisements from any of the opportunities provided by Cowfish, subject to availability.
4. Audio Visual Material (hereinafter '**AV**') must be submitted according to the standards and specifications provided and specified by Cowfish and in accordance with the Malta Broadcasting Authority regulations.
5. Cowfish and GO shall best endeavour to schedule advertising in accordance with clients' requests and subject to the below lead-times. Days are calculated from the day following receipt of AV from client.

Advertising Type	Time in Days
Linear TV Advert	10 working days
Video-on-Demand (VoD) Advert	5 working days
Pop-up Advert	5 working days

6. All airing times are approximate.
7. **Payment Policy:** As outlined in the Order Form.
8. **Cancellation Policy:** cancellations, prior to airing of adverts, 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.
9. An advertisement booking shall be deemed as confirmed by Cowfish once a 25% deposit of the Order total amount is received.
10. Cowfish on behalf of GO reserves the right to refuse, cancel, omit or suspend any advertisement on order if it infringes terms 13-16.
11. Any AV material and/or artwork that exceeds the booked duration will not be accepted and will be sent back to client for editing for the right duration.
12. Broadcasting Authority regulations must be observed in all advertisements, any fines incurred by Cowfish and/or GO in relation to a Client booking shall be paid by the Client.
13. TVC 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 GO.
14. Clients are advised to provide good quality TVC, for airing to maintain the good standard of advertising.
15. 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 GO of any liability, loss, damage, claim or action, including legal fees and expenses which may be incurred in the event of a breach.
16. Cowfish shall have the right to remove the clients adverts in the event that Client does not honour payment terms or otherwise breaches these terms and conditions.
17. 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 GO'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.
18. 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 during the same advertising period.
19. Cowfish shall not be held responsible for any payments which are to be made by the Client to the design agency providing the AV in connection with the advertisement on behalf of the Client.
20. All personal data will be processed as per the General Data Protection Regulation.
21. Cowfish may be contacted on info@cowfish.com.mt or +356 79770000.
22. Terms and conditions as published on 01.7.2023 © Cowfish, 2023.

