

ZaPOP MEDIA TERMS AND CONDITIONS

1. Client: Refers to any party, agent or representative of the said party on behalf of whom the agent or representative acts in purchasing media from or through ZaPOP.
2. Service Provider: ZaPOP Media (Pty) Ltd (Registration Number: 2006/024059/07), Cnr van Riebeeckshof and Pontac Street, Oude Westhof, Bellville, Cape Town (hereinafter referred to as "ZaPOP"). The Client has commissioned ZaPOP to supply certain media as per separate order form.
3. In-store media: All rental media that is approved and published by ZaPOP on its website (www.zapop.com), or media that was explicitly approved by ZaPOP, for the retailer stores.
4. To avoid illegal media placing in the retailer stores, a PIN number and take-down date (e.g. ZaPOP PIN: AS3341-1230607) will be printed on all material to be used. The PIN number will be supplied by ZaPOP. ZaPOP reserves the right to remove any unauthorized media placements within its store network.
5. Certain media are only available in certain stores and surveys needs to be conducted for the following media types:
 - a. Liquor Mat
 - b. Till Mat
 - c. Freezer Corner Decals
 - d. Fridge Corner Decals
 - e. Floor Decals
 - f. Liquor Fridge Frame
6. Availability restrictions per store apply to media in certain categories, namely:
 - a. Shelf defenders, Shelf trays and Shelf strips – no restriction.
 - b. Eye Catchers (all types) – one media type per category.

- c. Coupon dispensing devices (all types) – one media type per category.
 - d. Brand sparklers – only three Brand Sparklers allowed per category.
 - e. Other on-shelf devices – one brand per media type per category
7. The availability of media may be revised from time to time at ZaPOP's sole discretion. Media availability and restrictions will be available on www.zapop.com.
 8. Categories and sub-categories are defined by ZaPOP.
 9. Clients have the option to have media printed by ZaPOP at standard production costs, by themselves, or by their agencies/printers.
 10. ZaPOP reserves the right to restrict certain media availability based on a combination of factors which include, but are not limited to, the overuse of certain media types.
 11. Signed contracts and store selection must be sent to ZaPOP at least 6 (six) weeks prior to the campaign's commencement date. In cases where ZaPOP will be producing the media, the contract will include information such as the list of relevant stores where the media will be placed, the artwork needed to produce the media, and the signed ZaPOP agreement. ZaPOP reserves the right to accept/reject contracts that were signed late.
 12. Where ZaPOP is to print the media, artwork must be delivered directly to ZaPOP at least 5 (five) weeks prior to the campaign's commencement. For Product Innovation, artwork must be delivered directly to ZaPOP 8 (eight) weeks prior to the start date of the campaign. This period might have to be extended depending on the complexity of the design required. ZaPOP reserves the right to accept/reject artwork that was not delivered on time.
 13. Where media printing is arranged by the Client, the finished items must be sent at the Client's expense directly to ZaPOP to arrive at least 2 (two) weeks prior to assembly. All media must be packed and printed according to ZaPOP's specifications. Please note that all surplus media supplied to ZaPOP or printed by

ZaPOP – whether installed or never installed before in a store, will be discarded at the end of each campaign. Should it be required that media be stored, a request must be made in writing 2 (two) weeks before the end of the campaign. Media will only be stored by ZaPOP once the cost and terms according to which ZaPOP will store media have been agreed upon in writing by ZaPOP and the owner of the media to be stored. Copies of the relevant specifications are available from ZaPOP's website – www.zapop.com.

14. Where media printing is arranged by the Client or its agency, the finished items must be delivered to ZaPOP. The Client will be responsible for all delivery costs. Standard delivery fees will apply, using the lowest courier rates available (usually overnight). However, the fees may increase if same-day delivery or other urgent form of delivery is required due to any delays incurred by the Client or its agency. Media needs to be delivered 2 (two) weeks prior to a campaign's commencement date.

15. Media Displaying Multiple Products: If, at the time of installation, any product featured on the media is not available or out of stock in the store, the media must include the phrase 'Selected stores may have limited range.' This phrase must be clearly visible to shoppers from all angles, such as both sides of the Category Divider. If this phrase is absent and one of the products is unavailable in that store, the media will not be installed, and the client will still be responsible for the installation costs. Should the product variant become available during a subsequent visit, the media will then be installed. If the campaign includes a competition that requires the purchase of two variants to enter, and only one variant is in stock, this will also prevent installation. ZaPOP will not be liable for any non-installation due to stock unavailability.

16. Only the relevant retailer name, i.e. the name of the retailer in whose store(s) the artwork/media is to be used, is allowed to appear on the artwork/media. Please note that NO other retailer name may be used.

17. For media installations within Spar Tops stores, the Tops logo needs to be on the artwork/media.
18. Campaigns may only be postponed by a maximum of 4 (four) months, provided a letter of reason is presented to ZaPOP by the Client. Campaigns may not be postponed once they have started, or may not be postponed more than once. If contracts have been postponed they may not be cancelled.
19. Some stores (monthly stores – these stores are indicated with an “M”, or bi-weekly stores indicated as “Bi-Weekly” on the store availability list) are serviced only once a month or bi-weekly, reason being that these stores are remote or outlying. Media will only be installed when these monthly or bi-weekly stores are serviced, which means it will also stay up longer in these stores after the specific campaign has ended. This should be kept in mind for competition campaigns. Please allow 7 (seven) days from the commencement of the campaign for all media to be installed in all other stores.
20. Once an agreement has been signed by both parties, it becomes binding – subject to the retailer allowing for the campaign to continue. In the case where the retailer does not allow the campaign to continue for whatever reasons, the agreement becomes of no force and effect.
21. It may happen that a campaign is approved in a specific store/region, but declined by retailer in another store/region – in such a case the campaign will only continue to run in approved stores/regions.
22. Should any one of the parties involved breach any provision or term set out in the agreement (other than those which contain their own provisions in respect of breaches) and fail to remedy such breach within 14 (fourteen) days of the date of receipt of written notice requiring to do so, the other party/parties (“the aggrieved party”) shall be entitled, in addition to any other remedy available to it by law, to cancel this agreement or to claim specific performance.

23. All payments will be made 30 (thirty) days from invoicing. Any payments not made within the agreed period may be excluded from any rebates that have been negotiated between the Client and ZaPOP, and may also incur interest charges on all amounts outstanding after this 30 (thirty) day period. Should any deposit payments be required, it will be indicated on the pro-forma invoice, or invoice for the relevant campaign.
24. In the case where a campaign includes entry mechanics; the full entry mechanic cost being setup fee and reward costs; is to be paid in full, one month prior to the campaign start date. The balance of the campaign must be paid 30 (thirty) days after invoicing.
25. The Client, its agent/s, representatives or staff, will refrain from installing media falling within the ZaPOP list of approved media or media that is in the process of being approved, in the ZaPOP estate of stores without a written agreement between ZaPOP and the Client. ZaPOP reserves the right to remove any such media.
26. Any cancellation must be given via a letter of reason. The associated cancellation fees on contracts are as follows:
- a. 15% (fifteen percent) of the contract value of all contracted months on which more than 6 (six) calendar months' notice was given.
 - b. 25% (twenty five percent) of the contract value of all contracted months on which less than 6 (six) calendar months' notice was given.
 - c. 50% (fifty percent) of the contract value of all contracted months on which less than 5 (five) calendar months' notice was given.
 - d. 75% (seventy five percent) of the contract value of all contracted months on which less than 4 (four) calendar months' notice was given.
 - e. 100% (one hundred percent) of the contract value of all contracted months on which less than 3 (three) calendar months' notice was given.
27. Please note: Paragraph 26 is applicable if a campaign is cancelled partly or in its totality. Should a campaign be changed or altered, it will be seen as a cancellation

and paragraph 26, as mentioned above, will be applicable on the value by which the campaign has been reduced.

28. All media sold to the Client at a discounted rate of the official rate will be negotiated on a case-by-case scenario. Should any rebates apply, media not included in the agreed rebate structure will be clearly indicated as such on the agreement between ZaPOP and the Client.
29. All coupons that are distributed to the stores must have a unique ID number (supplied by ZaPOP) printed on the coupon, and/or a barcode. This code will be used to identify the coupons circulated through the applicable retailer.
30. Agency commission will only be payable on media rentals and not on production costs.
31. In the event that ZaPOP fails to meet any deadlines (commencement dates) agreed upon for the introduction of media, or in the event where ZaPOP fail to install media due to clutter, shelving, retailer media or any other instore obstruction, ZaPOP shall provide the Client with an extension of the relative campaign for an equal number of days at the end of the campaign date originally agreed upon, in running stores or replacement stores to make up value lost.
32. Corporate Media Deals (CMD) are negotiated and sold on the full CMD value at the time of signing the contract. The total value of the CMD contract may not be reduced after it has been signed by the Client. Any subsequent reductions in the CMD contract will lead to loss of any applicable discounts on that CMD.
33. Contracts signed in advance for future financial years will take into calculation the current media rental cost, production cost and distribution and installation fees, and apply the prevailing CPI % for the relevant future financial years.

34. Purchase order numbers must be sent with a signed contract in order to secure a booking with selected stores. No campaign will be implemented or printed without a purchase order number.

35. Contracts are invoiced in full at the beginning of the month of the campaign's commencement.

36. Previously signed contracts that are changed or extended in the current or future periods, will be subject to media rental cost, production cost, and distribution and installation fees prevailing at the time of change.

37. Compliance with Applicable Laws

37.1. ZaPOP and the Client shall ensure that all advertising and marketing activities comply with the relevant laws and regulations of the Republic of South Africa, including but not limited to the Consumer Protection Act, the Protection of Personal Information Act (POPIA), and the Advertising Regulatory Board's Code of Advertising Practice.

37.2. The Client agrees to indemnify ZaPOP against any claims, liabilities, or legal proceedings arising from non-compliance with these laws and regulations.

38. Intellectual Property Rights

38.1. All intellectual property rights, including but not limited to trademarks, logos, slogans, and any creative content developed by ZaPOP during the course of the engagement, shall remain the exclusive property of ZaPOP unless otherwise agreed in writing.

38.2. The Client warrants that any materials provided to ZaPOP do not infringe on any third-party intellectual property rights. The Client shall indemnify and hold ZaPOP harmless from any claims or liabilities arising from such infringement.

39. Confidentiality Obligation: Both parties agree to treat all information disclosed during the engagement as confidential and shall not disclose such information to any third party without prior written consent. This obligation shall survive the termination of the agreement and continue for a period of three (3) years thereafter.

40. POPIA Compliance: ZaPOP undertakes to handle all personal information received in compliance with the Protection of Personal Information Act (POPIA). The Client shall ensure that any personal information provided to ZaPOP has been lawfully obtained with the necessary consents.

41. Indemnity and Liability

41.1. Indemnification: The Client agrees to indemnify, defend, and hold ZaPOP harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or related to the Client's breach of this agreement, negligence, or willful misconduct.

41.2. Third-Party Claims: The Client shall indemnify ZaPOP against any third-party claims, including those from shoppers or store visitors, arising from the media placements.

41.3. Retailer Indemnity: The Client shall indemnify ZaPOP against any claims or liabilities arising from the use of the retailer's premises or any instructions provided by the retailer.

41.4. Limitation of Liability: ZaPOP shall not be liable for any indirect, incidental, or consequential damages arising out of or in connection with the services provided. ZaPOP's liability shall not exceed the total amount paid by the Client for the services under the specific engagement giving rise to the liability.

42. Dispute Resolution

42.1. Any disputes arising from this agreement shall first be attempted to be resolved through amicable negotiations between the parties.

42.2. Should the dispute remain unresolved, it shall be referred to arbitration in terms of the Arbitration Act, 1965, of South Africa. The arbitration shall be held in Cape Town, and the language of the arbitration shall be English.

43. ZaPOP reserves the right to make unilateral amendments to these terms and conditions.

44. ZaPOP makes no warranties, express or implied, regarding the services provided under this agreement, including any warranties of merchantability or fitness for a

particular purpose. ZaPOP does not warrant that the media placements will result in any particular outcome or return on investment for the Client.

45. Force Majeure - ZaPOP shall not be liable for any delay or failure to fulfill its obligations under this agreement if such delay or failure is due to events beyond its reasonable control, including but not limited to natural disasters, strikes, government actions, or other force majeure events. In such cases, ZaPOP shall be entitled to extend the time for performance or terminate the contract without liability.

46. ZaPOP may terminate the agreement immediately if the Client breaches any material term of this agreement or becomes insolvent. Upon termination, the Client shall promptly pay all outstanding amounts owed to ZaPOP.

47. This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. The parties agree to submit to the exclusive jurisdiction of the courts located in Cape Town, South Africa, waiving any objections to this venue.

48. For all Hyphen Creatives services, please view Terms and Conditions at www.hyphencreatives.com.