

OFFICE USE ONLY:	SUBSCRIBER #:
SMART CARD #:	ACTIVATED:

## NHK WORLD PREMIUM AUSTRALIA SUBSCRIBER AGREEMENT – RESTAURANT/BAR/CLUB

This Agreement between TELEVISION OCEANIA PTY LIMITED ABN 42086067389 of Level 2, 645 Harris Street, Ultimo NSW 2007 Australia (“TVO”) and the subscriber as shown below (“Subscriber”):

Company or Club:			ABN:
Contact Title: (Mr/Mrs/Ms)		Contact First Name:	
Contact Surname:			
Company Street Address:			
City/Suburb:			
State:		Postcode:	
Telephone:		Facsimile:	
Contact Email:			

Subject to the Terms and Conditions, under this Agreement the Subscriber wishes to receive the NHK World Premium Australia satellite television service from TVO and TVO agrees to provide that service. The entire Agreement comprises this Front Page, the Terms and Conditions, and the Payment Schedule.

Number of TV Sets:

Subscription Fee (GST inclusive):

Public Area Subscription Fee: First screen or TV set	\$ 99.00 per month
Additional screens or TV sets connected to this service @ \$49.95 per additional Screen or TV set:	\$ per month
<b>TOTAL FEE PAYABLE:</b>	<b>\$ per month</b>

I have read and agree to the terms and conditions:

Signed on behalf of Subscriber:	
Print Name:	Date:
Position:	

## TERMS AND CONDITIONS

1. **Fees:** The Subscription Fee for a public area (being a restaurant, bar or club where the Service is available for viewing in a public space) is \$99.00 per month for the first screen or TV set, plus \$49.95 for each additional screen or TV set within the same public area. Subscription fees are inclusive of 10% GST.
2. **Payment:** Subscriber shall pay the Subscription Fee to TVO quarterly in advance. TVO shall bill Subscriber at the beginning of each quarter, which start in January, April, July and October of each year. Subscriber shall pay the Subscription fees by credit card (MasterCard or Visa card only), EFT or by cheque. The Subscriber's initial billing will be from the first day of the month following activation of the smart card until the next quarterly billing cycle. If any account is not paid within 14 days from the due date TVO may de-activate the Service without written notice to the Subscriber.
3. **Equipment:** The Subscriber is responsible for acquiring Equipment to receive the satellite service and for obtaining and adhering to all governmental, building owner or other consents necessary for it to install or use that Equipment. TVO will provide the subscriber with a smart card to decode the Service. The card remains the property of TVO and must be returned to TVO at the end of the Subscription period.
4. **Delivery:** TVO will notify Subscriber of the technical specifications of the satellite(s) to receive the Service. The Subscriber acknowledges that neither the broadcaster nor TVO makes any representations as to the delivery, availability or quality of reception of the Service, the suitability of the content of the Service or the compliance of that content with applicable law. TVO may change the satellite or transponder used to deliver the Service or change any technical standard applicable to that delivery. TVO will notify Subscriber if it becomes aware of any such change. The broadcaster of the Service may blackout any part of the Service without notice.
5. **Term:** Term commences on the date that the Subscriber requests that their smart card is activated. The initial Term of this Agreement is three months, after which it will automatically be extended for three-month periods.
6. **Representations and liability:** TVO will make all reasonable effort to provide the service and to ensure that any interruptions are promptly remedied but in the event of failure of the service neither TVO or the broadcaster of the Service nor any of their affiliates will be liable for any special, consequential or indirect loss arising out of this Agreement or otherwise. If the Service is interrupted for more than 7 days due to the fault of TVO the Subscriber shall be entitled to a pro-rata credit of the Subscription Fee.
7. **Copyright:** As between TVO and Subscriber, TVO retains to itself all rights, including copyright, trademark rights and all intellectual property rights. The Subscriber must not, and must not authorise others to, retransmit or use the Service for commercial purposes.
8. **Suspension of Subscription:** The Subscriber may suspend the subscription with a minimum seven (7) days notice in writing to TVO. TVO will not refund Subscription fees for any unused period, but will credit any unused whole months' fees to the Subscriber's account. The Service may be re-activated by TVO at the request of the Subscriber, with subscription fees resuming from the month of re-activation.
9. **Termination by Subscriber:** The Subscriber may terminate the Agreement at the end of the initial Term or at any time thereafter, by giving TVO at least thirty (30) days notice in writing. Following notice of termination, and return of the subscriber's smart card, TVO will refund any pre-paid fees for any whole month's subscription fees.
10. **Termination by TVO:** TVO may immediately terminate this Agreement if any of the following occurs. Termination of this Agreement will be without prejudice to any right or remedy of either party arising prior to the date of termination. As an alternative to termination, TVO may in its discretion suspend its obligations under this Agreement (including delivery of the Service) during any of the following events.
  - 10.1 The Subscriber breaches this Agreement between it and TVO and, in the case of a breach capable of remedy, has failed to remedy that breach on receiving 14 days notice from TVO requiring it to do so.
  - 10.2 TVO licenses, rights, agreements or permits with the broadcaster or third parties are changed or not renewed by TVO or any other party, so as to make it either impossible or impracticable for TVO to furnish the Service under this Agreement.
11. **General:**
  - 11.1 TVO may assign, sub-contract and deal with this Agreement in its discretion, and a written notice form TVO will be conclusive evidence of that assignment, sub-contracting or other dealing.
  - 11.2 No amendment to this Agreement will be valid unless confirmed by an authorised representative of TVO.
  - 11.3 This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia.

*PRIVACY NOTICE: We use personal information about you to assist in providing services to you. We will not disclose personal information about you to any other person or organisation except with your prior agreement. We do not sell lists or provide information about you to mailing houses or other direct marketing organisations. TVO takes reasonable measures to ensure that your personal information is protected from unauthorised access or disclosure.*

**SUBSCRIBER FEE PAYMENT SCHEDULE:**

Payment will be quarterly in advance.

For remittance payments, invoices will be sent out at least 14 days prior to the due dates: being each January 1, April 1, July 1 and October 1.

For credit card payments your account will be debited on those due dates.

Should your subscription start within the quarterly billing cycle, your initial billing will be from the first day of the month following activation until the next quarterly billing date.

Your subscription will start only from the date your smart card is activated by TVO, following your request to do so.

Choose either payment by Credit Card or by Remittance:

<b>OPTION A: PAYMENT BY CREDIT CARD</b>	
CARD TYPE:	<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD    (no other cards accepted)
CARD NUMBER:	
EXPIRY DATE:	
CARD HOLDER NAME:	
SIGNATURE OF CARD OWNER	

<b>OPTION B: PAYMENT BY REMITTANCE</b>	
INVOICE MAILING ADDRESS:	Postcode:

Please complete and sign the three-page Agreement and send it by mail to:  
TVO, PO Box 783, BROADWAY NSW 2007

A copy should be retained for your own records.

Please contact our Customer Centre if you have any questions regarding the Agreement, on telephone 1800 196003 or email [info@japantv.com.au](mailto:info@japantv.com.au)