

**B-TICKET**

## TERMS AND CONDITIONS FOR ADVERTISING

**1. DEFINITIONS**

- 1.1 Publisher.** B-Ticket Company Inc. and its owned-and-operated platforms, including B-Ticket Magazine, B-Rack, website, social media including but not limited to Facebook, Instagram, TikTok, X (formerly Twitter), LinkedIn, and YouTube, as well as proprietary digital ad networks and any future media channels launched by the Publisher.
- 1.2 Advertiser.** The individual or entity purchasing or receiving advertising placements from the Publisher.
- 1.3 Advertiser-Supplied Materials.** Creative assets provided directly by the Advertiser (e.g., logos, banners, menus, copy, store/food photos).
- 1.4 Publisher-Created Materials.** Assets, designs, layouts, or edited versions of Advertiser-Supplied Materials produced or enhanced by the Publisher.
- 1.5 Competing Media.** Any third-party print, digital, or retail advertising platform offering similar lifestyle, travel, or merchant-focused campaigns in the Philippines.

**2. OWNERSHIP & INTELLECTUAL PROPERTY**

- 2.1 Advertiser Content Ownership.** The Advertiser retains full copyright and ownership of all Advertiser-Supplied Materials.
- 2.2 Publisher-Created Content Ownership.** The Publisher retains exclusive and perpetual ownership of all Publisher-Created Materials, including derivative works, templates, and modified versions of Advertiser-Supplied Materials, unless otherwise expressly agreed in writing.
- 2.3 Limited License.** The Advertiser is granted a limited, non-exclusive, non-transferable, revocable license to use the Publisher-Created Materials **exclusively and solely on its owned platforms** (including its official website, verified social media pages, and physical locations), for the duration of the campaign and thereafter only for internal or historical reference. **Any use beyond this scope requires prior written approval and may be subject to a licensing fee.**

**3. USE OF MATERIALS**

- 3.1 License to Publisher.** Advertiser grants the Publisher a non-exclusive, royalty-free, worldwide license to use the Advertiser-Supplied Materials for:
    - a) Publication in B-Ticket Magazine (print);
    - b) Distribution via B-Rack and other in-store display systems;
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- c) Use across Publisher's official website, email campaigns, and social media accounts;
- d) Creation of promotional reels, posts, or stories that may include brand mentions or tags.

### 3.2 Cross-Channel Usage

- a) **Promotional Adaptation Rights.** The Publisher may reproduce, crop, resize, reformat, or adapt Advertiser-Supplied Materials for owned-and-operated media during and after the campaign, for promotional, editorial, analytical, or archival purposes.
- b) **DSP and Retargeting Rights.** The Publisher may include the Advertiser-Supplied Materials in its proprietary ad network or demand-side platform (DSP) for retargeting within its own inventory, at no extra charge to the Advertiser, provided that the content is not materially altered without consent.
- c) **Deemed Acceptance of Continued Use.** If the Advertiser does not object in writing within thirty (30) days after the campaign ends, continued use of the Advertiser-Supplied Materials shall be deemed accepted.
- d) **Restrictions on Sublicensing.** The Publisher shall not sublicense or distribute the Advertiser-Supplied Materials to any third party or Competing Media without the Advertiser's prior written consent.
- e) **Restrictions on Advertiser Use of Publisher-Created Materials.** The Advertiser may not reuse or publish any Publisher-Created Materials on Competing Media without a separate written agreement and paid license.

## 4. BREACH & REMEDIES

- 4.1 Breach.** Any unauthorized use, reproduction, sublicensing, or distribution of Advertiser-Supplied Materials or Publisher-Created Materials in violation of these Terms, including but not limited to:
- a) The Advertiser's use of such materials on Competing Media; or
  - b) The Publisher's use outside the expressly permitted channels,
- shall constitute a material breach of this Agreement.

- 4.2 Remedies.** In cases of Breach, the non-breaching party shall be entitled to:
- a) Immediate injunctive relief to prevent further use;

- b) Liquidated damages equal to 200% of the original design or advertising fee, or the total gross revenue derived from the unauthorized use—whichever is higher;
- c) Reimbursement of all legal and enforcement costs, including attorney's fees; and
- d) Pursuit of additional remedies available under applicable law, including actual damages, penalties, or equitable relief.

**4.3 Non-Waiver.** No waiver of rights shall be implied by prior acceptance or failure to act. Strict compliance is expected, and all breaches shall be pursued to the full extent permitted by law.

## 5. PRODUCTION LEAD TIME & RUSH POLICY

Tier	Turnaround Time	Rush Surcharge	Notes
Standard	5 business days	None	One revision included
Rush A	≤ 48 hours (Advertiser provides files)	None	Files must arrive by 2PM GMT+8
Rush B	2 days design + 24h posting	+20% of ad rate	One revision included
Rush C	Same-day design & posting	+50% of ad rate	Subject to availability

## 6. PAYMENT & INVOICING

**6.1 Design and rush fees.** Design and rush fees are invoiced upon creative approval and must be paid in full before publication.

**6.2 Media fees.** Media fees follow the agreed billing terms of the Insertion Order or Master Services Agreement, as the case may be.

**7. CONTENT STANDARDS & REJECTION RIGHTS** The Publisher reserves the right to reject or remove content that:

- Is false, misleading, or deceptive;
- Infringes third-party rights;
- Violates applicable advertising laws, ASC or DTI guidelines;
- Is offensive, defamatory, or harmful to the Publisher's reputation.

The Publisher shall have final editorial discretion on layout, formatting, styling, and brand tone to ensure consistency with its platform standards and editorial

identity. All content approvals must be finalized at least five (5) business days before the scheduled publication date. Delays in approval or submission by the Advertiser may result in rescheduling or cancellation without refund.

**8. DATA PRIVACY.** Advertiser business and personal information is collected, stored, and processed by the Publisher for purposes of advertising execution, campaign management, billing, and publication in accordance with Republic Act No. 10173 (Data Privacy Act of 2012). Such data may include business name, logos, store photos, contact details, and representative information. The Publisher may share this data with authorized service providers (e.g., printers, designers, marketing technology vendors) strictly for campaign-related purposes and subject to binding confidentiality and data protection agreements. All personal and business data shall be retained only as long as necessary to fulfill campaign or legal obligations and shall be securely deleted or anonymized thereafter. The Advertiser retains the right to request access, correction, or withdrawal of consent subject to operational feasibility and lawful grounds.

**9. LIMITATION OF LIABILITY.** Publisher's liability is limited to the total amount paid by the Advertiser. Publisher shall not be liable for:

- Indirect or consequential losses;
- Delays caused by force majeure or operational constraints;
- Failure to meet objectives such as exposure or revenue.

**10. INDEMNITY** The Advertiser agrees to indemnify the Publisher from any claims, damages, or liabilities arising from:

- The content, legality, or placement of the advertisement;
- Breach of these Terms;
- Violation of applicable laws or rights.

This indemnity shall apply regardless of whether the Publisher has reviewed or approved the content, and shall survive the expiration or termination of the agreement.

**11. GOVERNING LAW & VENUE** These Terms are governed by Philippine law. Any disputes shall be resolved in the proper courts of Taguig City, Metro Manila.

**12. UNIVERSAL APPLICATION** These Terms apply to all advertising engagements, whether:

- Paid, complimentary, or in-kind;
  - Print, digital, or social media;
  - Magazine placements, B-Rack distribution
  - Web banner design and publishing requests;
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- Accompanied by an invoice or not.

**13. ACCEPTANCE & AMENDMENTS.** These Terms may be amended by the Publisher at any time without prior notice. The Advertiser agrees to be bound by the latest version effective at the time of campaign booking or material submission. Acceptance shall be deemed effective upon any of the following: signature, email confirmation, payment, digital form submission, or continued participation in the campaign process. Advertiser agrees to the version in force at the time of confirmation. Acceptance may be made via signature, email, or digital form acknowledgment.

**14. TERMINATION FOR COMPLIMENTARY ARRANGEMENTS.** *This clause applies only to non-monetary or goodwill-based advertising arrangements extended to the Advertiser by the Publisher at no cost.* Either party may terminate a complimentary or goodwill-based advertising arrangement by giving the other party thirty (30) days' prior written notice. Termination shall not require the Publisher to recall or remove:

- Print issues already published or submitted to pre-press;
- Materials already posted online or on social media;
- Archival or reporting copies retained for internal records.

The license granted to the Publisher shall survive solely for these prior uses and shall expire for any future publication or promotion after the effective termination date.

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