



CLIENT (ADVERTISER) TERMS AND CONDITIONS

Effective Date: [03/24/2026]

This Agreement governs the provision of advertising services by **Nifty RSA (Pty) Ltd**, trading as **Nifty Media** (“Nifty Media”, “we”, “us”), to the client (“Client”, “you”).

By confirming a campaign booking, accepting a proposal, or making payment, the Client agrees to be bound by these Terms and Conditions.

1. SERVICES

1.1 Nifty Media provides advertising services through a network of campaign drivers who display branded advertising material as part of a structured campaign.

1.2 Services may include:

- campaign planning and coordination
- design and production coordination
- campaign execution
- compliance tracking
- reporting

1.3 Specific campaign details will be outlined in a separate quotation, proposal, or campaign agreement.

2. CAMPAIGN BOOKINGS

2.1 A campaign is only confirmed once:

- a quotation or proposal is accepted, and
- required initial payments are fulfilled

2.2 Nifty Media reserves the right to accept, reject, or cancel any campaign booking in accordance with these Terms.

3. PAYMENT TERMS

3.1 Campaign Cost Structure

Campaign pricing consists of two primary components:

a) Design, Setup, and Production Costs

- Design and setup fees for advertising material
- Production costs for campaign materials

b) Campaign Advertising Fees

- Fees relating to the execution and duration of the advertising campaign
-

3.2 Upfront Payment Requirements

3.2.1 The following must be paid **upfront** to confirm a campaign:

- Design and setup fees
- Production costs

3.2.2 These costs are required in advance as they involve third-party service providers responsible for design and production.

3.2.3 No production or campaign preparation will begin until these payments have been received in full.

3.3 Campaign Start and Production Timeline

3.3.1 Campaign start dates are dependent on production timelines provided by third-party suppliers.

3.3.2 Nifty Media will communicate estimated campaign start dates once production timelines are confirmed.

3.4 Campaign Advertising Fee Payments

3.4.1 Campaign advertising fees must be paid:

- **7 (seven) business days prior to the campaign start date**

3.4.2 For campaigns extending beyond one month:

- Clients will be billed **monthly in advance**

3.4.3 Ongoing campaign payments must be made:

- **7 (seven) business days before the start of each new campaign month**
-

3.5 Campaign Month Definition

3.5.1 A campaign month is defined as:

- a **30-day period from the campaign start date**, or
- a **calendar month**, if the campaign begins on the 1st day of a calendar month

3.5.2 Where calendar months apply, payments must still be made:

- **7 business days prior to the start of each new calendar month**
-

3.6 Late or Non-Payment

3.6.1 Failure to make payment may result in:

- delayed campaign start
 - suspension of campaign activities
 - removal of campaign materials
-

4. NO GUARANTEED RESULTS

4.1 Nifty Media provides advertising exposure but does not guarantee:

- sales performance
- customer engagement
- return on investment (ROI)

4.2 Campaign outcomes may vary due to external factors beyond Nifty Media's control.

5. CAMPAIGN EXECUTION

5.1 Nifty Media will make reasonable efforts to execute campaigns as agreed.

5.2 Campaign execution relies on third-party participants, and full compliance cannot be guaranteed at all times.

5.3 Nifty Media reserves the right to make reasonable operational adjustments where necessary.

6. COMPLIANCE AND REPORTING

6.1 Campaign drivers provide visual evidence of participation.

6.2 Nifty Media will provide reporting which may include:

- campaign summaries
- compliance data
- visual evidence

6.3 Reporting is based on available data and submissions.

7. CLIENT RESPONSIBILITIES

The Client agrees to:

7.1 Provide accurate campaign requirements and timelines

7.2 Supply all required artwork and branding assets

7.3 Ensure all advertising content complies with applicable laws

7.4 Obtain necessary permissions or approvals

8. ADVERTISING CONTENT AND APPROVAL

8.1 The Client is responsible for all advertising content submitted.

8.2 Nifty Media reserves the absolute right to reject, refuse, or cancel any campaign where, in its sole discretion, the content:

- is unlawful
- is offensive, inappropriate, or socially unacceptable
- may negatively impact Nifty Media's brand or reputation
- conflicts with the interests of operational partners or stakeholders
- creates potential commercial, reputational, or operational risk

8.3 This includes (but is not limited to):

- content that may create conflict with delivery platforms or industry participants
- competing or sensitive brand categories
- any advertising deemed unsuitable for the network

8.4 Nifty Media may exercise this right at any stage, including after booking, where necessary.

9. INTELLECTUAL PROPERTY

9.1 Client materials remain the property of the Client.

9.2 Materials produced by Nifty Media remain its property unless agreed otherwise.

9.3 The Client grants Nifty Media the right to use campaign materials for:

- execution
- reporting
- marketing and promotional purposes

10. CANCELLATION AND FEES

10.1 If the Client cancels a confirmed campaign:

- A cancellation fee equal to **50% of one planned campaign month value** will be charged

10.2 The campaign month value is calculated based on:

- the number of drivers allocated
- the agreed monthly campaign rate

10.3 All design, setup, and production costs are:

- **non-refundable once work has commenced**

10.4 If cancellation occurs after campaign commencement:

- no refunds will be issued
-

11. LIMITATION OF LIABILITY

11.1 Nifty Media shall not be liable for:

- indirect or consequential losses
- loss of revenue or profit

11.2 Total liability shall not exceed the amount paid for the campaign.

12. FORCE MAJEURE

Nifty Media is not liable for delays or failures caused by events beyond its control.

13. DATA AND PRIVACY

All personal information is handled in accordance with the **Protection of Personal Information Act**.

14. CONFIDENTIALITY

Both parties agree to keep confidential:

- pricing
 - campaign details
 - operational processes
-

15. AMENDMENTS

Nifty Media may update these Terms at any time.

16. GOVERNING LAW

This Agreement is governed by the laws of **South Africa**.

17. ACCEPTANCE

By accepting a quotation, confirming a campaign, or making payment, the Client agrees to these Terms.

18. ENTIRE AGREEMENT

18.1 These Terms and Conditions, together with any accepted quotation, proposal, or written agreement between the parties, constitute the entire agreement between Nifty Media and the Client.

18.2 No amendment or variation of these Terms shall be binding unless agreed to in writing by Nifty Media.

19. CONTACT DETAILS

For any queries relating to these Terms and Conditions, please contact:

Nifty RSA (Pty) Ltd

Trading as Nifty Media

Email: [Insert Email Address]

Phone: [Insert Contact Number]

20. ACCEPTANCE AND AGREEMENT

By accepting a quotation, confirming a campaign, or making payment, the Client:

- confirms that they have read and understood these Terms and Conditions
- agree to be legally bound by them
- warrant that they have the authority to enter into this Agreement on behalf of the Client
