



Video with a Boost Additional Terms

Our Terms of Business at ypg.co.nz/terms and these Additional Terms apply to **Video with a Boost**. Except with respect to clause 23 of our Terms of Business, in the event of any conflict between our Terms of Business and these Additional Terms, these Additional Terms shall take priority.

These Additional Terms were last updated on 27 April 2018.

1. Deliverables

- 1.1. Video with a Boost comprises a package of one 60 second video, and one 15 second edited version of this video, personalised for your business (the **videos**). On your acceptance of the videos (whether express or deemed), we will publish the videos to our YouTube account.
- 1.2. We will promote the videos on Facebook and/or YouTube, commencing within 5 business days of such publication, and continuing until your promotional budget (the **Budget**) is exhausted. Please contact us if you wish us to further promote the videos.
- 1.3. On payment of all Charges, an electronic copy of the videos (the filetype of which may be determined at our discretion) will be provided on request.
- 1.4. In addition to clause 11 of our Terms of Business, your contingent obligations for Video with a Boost include:
 - (a) completing an online questionnaire regarding, among other things, your business, the content of the videos, and your preferred audience for the videos. You must provide any clarifications or further information within 5 business days of our request;
 - (b) in completing the questionnaire, specifying three time slots when you will be available to facilitate on-site filming at your business premises. We will then confirm one of these time slots with you (a **Booking**); and
 - (c) providing feedback on or approval of draft and/or final videos (as applicable), within 5 business days of our request.
- 1.5. Where you do not meet the obligations in clause 1.4 within the timeframes specified, we may choose to proceed to the next fulfilment stage of the videos. This is in order to ensure we can complete and deliver the videos within the time frame and Budget.
- 1.6. You will be provided with two opportunities to provide feedback on the videos. However, your requirements for the videos may change over time and/or evolve as we proceed with fulfilment. So-called "Scope Creep" may occur due to a number of factors, such as changes in your or our understanding of expectations or objectives, or as a result of unforeseen circumstances. Where, in our opinion, Scope Creep occurs in respect of any videos, we will work with you to reset your expectations and/or provide you with an updated Order Form, setting out the Additional Charges for any work which is outside of the original scope of the affected videos.
- 1.7. We may refuse to provide videos in relation to certain businesses or subject matter. We may remove videos from our YouTube account at our discretion once your Budget is exhausted.
- 1.8. Facebook and YouTube control their own services, access to which is therefore subject to change without warning.

2. Drones

- 2.1. Filming with aerial video technology (**drones**) is subject to Additional Charges.
- 2.2. You acknowledge and accept that there are limitations to where, how and when drones can be used. This includes, but is not limited to, the following:

- (a) drones can only be flown above your own property (not roads, public areas or third party property);
- (b) drones can't be flown within a 4km radius of an aerodome or helipad;
- (c) drones cannot be flown above 400ft; and
- (d) drones cannot be flown in inclement weather.

2.3. Where we determine that a drone cannot be used, whether on or before a Booking date, we may:

- (a) change the Booking date (which will not incur a rebooking fee);
- (b) proceed with the other filming, and set a further Booking date for the drone filming (which will not incur a rebooking fee); or
- (c) proceed with the other filming, and cancel the drone filming (which will not incur the Additional Charges).

3. Changing Bookings

3.1. We work with independent, local videographers to film your videos, and must book them and pay them for their time in order to secure their services. You therefore acknowledge and accept that you may only change Bookings as follows:

- (a) you may request a change to your initial Booking date by notifying us in advance in writing. You will need to select a new time slot for your Booking;
- (b) change requests that are received by us 3 or more business days in advance of the initial Booking date will not incur a rebooking fee;
- (c) change requests that are received by us within 3 business days of the initial Booking date will incur a rebooking fee of \$1,000 exc. GST. Please note that this is in addition to the original Charges for the videos, as set out on your Order Form;

For example, a change request received on a Monday or Tuesday, for a Friday Booking, will not incur a rebooking fee. A change request received on a Wednesday, Thursday or Friday, for a Friday Booking, will incur a rebooking fee.

- (d) you may request a change to a second Booking date by notifying us in advance in writing. You will need to select a new time slot for your Booking;
- (e) change requests to your second Booking date will incur a rebooking fee of \$1,000 exc. GST. Please note that this is in addition to the original Charges for the videos, as set out on your Order Form, and any previous rebooking fee incurred under (c) above; and
- (f) you may not request a change to any third Booking date. Any such change request will be deemed a termination notice pursuant to clause 4.1 below.

4. Intellectual Property

4.1. Subject to clause 2.2, on payment of all charges for the videos the Intellectual Property in those videos will vest in you, and the videos will be deemed to be Your Material; and

4.2. Clause 2.1 shall not apply to any material that is not unique to the videos or is otherwise adaptable by us to other videos, including but not limited to templates, stock footage or other underlying material.

4.3. Clause 13 of our Terms of Business applies to the videos, and you acknowledge that you are responsible for all content in the videos, and will ensure that such content complies with all applicable laws and does not violate or infringe the moral, intellectual property, privacy or other rights of any third party.

5. Termination

- 5.1. You may terminate videos at any time by giving us written notice. In accordance with clause 5.3 of our Terms of Business, on termination you must pay all Charges for those videos, and all costs incurred by us prior to and as a result of such termination that are not otherwise included in the Charges. You also acknowledge and accept that any unused Budget will not be refunded.