

**APPLICATION FOR LICENCE FOR USE OF DTV LABEL MARK**

Applicant's Particulars

Name of Company:

UEN:

Address:

Contact Person & Designation:

Telephone:

Fax:

Email:

We wish to apply to the Info-communications Media Development Authority of Singapore ("IMDA") for permission to use the IMDA DTV Consumer Identification Label Marks ("DTV Label Marks") depicted below in respect of qualifying digital television sets for sale in Singapore for the products listed in the Annex:



By submitting this application, we confirm that the particulars stated herein are true and correct and that we have read and understood the terms of the licence as attached and agree to be bound by the same in the event that the IMDA approves our application herein.

Signature:

Date:

Name & Designation:

Company Stamp:

**FOR OFFICIAL USE ONLY**

The licence application is APPROVED / REJECTED

Application Reference Number:

Commencement date of licence:

Termination date of licence:

Remarks:



Checked and Verified by:

Date:

### **LICENCE FOR USE OF DTV LABEL MARKS**

Subject to and upon the approval by IMDA of the application herein, in consideration of IMDA's grant of the Licence (as hereafter defined) to the Dealer named overleaf for the licence herein ("**Dealer**"), Dealer unconditionally agrees to be bound by the following terms and conditions ("**Agreement**"):

1. Subject to the due and timely performance by Dealer of all of its obligations under this Agreement, and to the terms thereof, IMDA agrees to grant to Dealer for the duration of the licence term as specified by IMDA overleaf ("**Term**"), a non-exclusive, non-transferable, non-sublicensable licence to apply the DTV Consumer Identification Label Marks depicted in paragraph 3 below ("**DTV Label Marks**") onto Qualifying Equipment (as hereafter defined) sold by Dealer for use in Singapore but not otherwise ("**Licence**"). Save only for the rights expressly granted herein, all other rights in or to the DTV Label Marks are reserved unto IMDA and Dealer shall not acquire any right, title or interest in or to any of the DTV Label Marks.
2. The DTV Label Marks may only be applied in relation to equipment meeting all of the following requirements ("**Qualifying Equipment**"):
  - (a) the equipment is capable of receiving terrestrial television signals in the 2nd Generation Digital Terrestrial Television Broadcasting System (DVB-T2) format and complies with the Technical Specification for Integrated Receiver Decoder (IRD) as set out by IMDA (available at <https://www.imda.gov.sg/regulations-licensing-and-consultations/licensing/licences/license-for-the-sale-of-telecommunication-equipment/compliance-to-ida-standards/radio-communication-equipment-standards>, "**Technical Specifications**"); and
  - (b) the equipment has been successfully registered with IMDA under the Enhanced Simplified Equipment Registration (ESER) scheme as notified by IMDA in writing, and continues to meet IMDA's requirements under such scheme as from time to time amended by IMDA.
3. Without prejudice to the generality of the foregoing, the continuing grant of the Licence shall be subject further to Dealer's due and continuing observance of all of the following conditions at all times during the Term of the Licence at Dealer's own cost and expense:
  - (a) the use of the DTV Label Marks shall only be for the limited purpose of identification of DVB-T2 equipment approved for use in Singapore and which complies with the Technical Specifications;
  - (b) Dealer shall only use the DTV Label Mark as is designated below in relation to Qualifying Equipment meeting the specifications set forth against it in the table below:

Specification	Permitted DTV Label Mark
Qualifying Equipment that is registered under Part A (Basic DVB-T2 IRD Requirements) of the Technical Specification and meeting such requirements	
Qualifying Equipment that is registered under Part A and Part B (Additional DVB-T2 IRD Requirements for supporting Multi-channel Audio) of the Technical Specification and meeting such requirements	

- (c) Dealer must refrain from affixing the DTV Label Mark on any DVB-T2 equipment which is not registered with IMDA for sale in Singapore;
- (d) Dealer must always display the relevant DTV Label Mark wobblers or such other equivalent DTV Label Mark labels prominently on each equipment offered for sale, offered for supply, displayed or exhibited at Dealer's retail outlets. Dealer is recommended to affix the relevant DTV Label Mark on each equipment it sells, offers for sale, supplies, offers to supply, exhibits or distributes;
- (e) the DTV Label Marks must be displayed clearly on the equipment for sale such that it is not obscured and when displayed can be clearly identified, and using a fixing mechanism that discourages removal;
- (f) Dealer shall only use the DTV Label Marks in strict compliance with the artwork guidelines stated in the Schedule as from time to time revised by IMDA. Dealer will not do any act, or permit or cause any act or thing to be done or carried out in derogation of any of IMDA's rights in the DTV Label Marks, or which may affect the distinctive character of the DTV Label Marks;
- (g) the DTV Label Marks may only be used in printed or electronic advertising or promotional material for the specific purpose only of identifying the Qualifying Equipment as meeting the Technical Specifications and not otherwise. In particular, Dealer shall not represent, whether expressly or impliedly, that IMDA approves, endorses or recommends the services of Dealer, nor that IMDA guarantees the quality of the equipment to which the DTV Label Marks have been applied;
- (h) Dealer shall not use the DTV Label Marks, in whole or in part, or any words comprised therein, as part of its company, corporate or trade name;
- (i) Dealer acknowledges that IMDA will not be liable for any costs, expenses, damages or liability that the dealer may incur, directly or indirectly, for the use of

the Label including any costs or expenses incurred for any changes that IMDA may require Dealer to make in respect of the DTV Label Marks or the removal of the DTV Label Marks from Dealer's materials;

- (j) in respect of any DTV Label Marks used in electronic form, Dealer shall exercise best endeavours to protect the same from being readily copied.
4. Dealer undertakes to IMDA to ensure and procure, and further represents, undertakes and warrants to IMDA, on a continuing basis throughout the term of this Agreement, that:
    - (a) all statements and representations of fact in relation to application for use of the DTV Label Marks are true and accurate;
    - (b) all information provided to IMDA in relation to the Qualifying Equipment is true in all material respects and is not, by omission or otherwise, misleading; and
    - (c) all certificates, test reports and documents provided to IMDA in relation to the Qualifying Equipment are authentic, unadulterated and complete.
  5. Dealer shall make available to IMDA upon IMDA's request any approvals issued by IMDA in connection with any Qualifying Equipment and all advertising and promotional materials incorporating the DTV Label Marks for inspection and provide IMDA such further information as it may require in connection with Dealer's use of the DTV Label Marks. IMDA may require that Dealer ceases and refrains from any particular use of the DTV Label Marks whereupon Dealer shall promptly cease and refrain from all such use.
  6. All use of the Trade Marks by Dealer shall be in strict accordance with the provisions of this Agreement. Dealer agrees and undertakes to comply with all directions IMDA may issue from time to time in connection with the use of the DTV Label Marks by Dealer and their use, including without limitation incorporating such notifications and disclaimers as IMDA may require, and any quality control or other requirements IMDA may prescribe.
  7. Dealer agrees and acknowledges that the DTV Label Marks are the exclusive property of IMDA, and that all goodwill arising in connection with any use of the same shall immediately vest and enure in IMDA for IMDA's sole benefit. Dealer will not assert any claim of ownership to the DTV Label Marks, or to the goodwill or reputation thereof, whether by virtue of Dealer's use of the same or otherwise howsoever. Dealer shall not dispute or challenge the validity of the DTV Label Marks, or any of the rights of IMDA.
  8. Dealer acknowledges and agrees that the grant of the Licence herein is on an as-is where-is basis and without any representation or warranty of any kind whatsoever. Dealer irrevocably agrees that IMDA shall bear no liability to whether Dealer or any other parties for any loss, claim or damage suffered or incurred from or in connection with the DTV Label Marks or its use. Without prejudice to the generality of the foregoing, IMDA excludes any and all liability for any loss, claim or damage in connection with any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity, and/or any indirect or consequential loss or damage of any kind, regardless of the cause thereof which Dealer may suffer in connection with the aforesaid, even if IMDA has been advised of the possibility thereof.

9. Upon Dealer becoming aware of any infringement, actual or suspected, or any other unauthorised use of the DTV Label Marks, or any claim by any third party in connection with the DTV Label Marks, Dealer shall promptly give notice to IMDA in writing specifying full particulars thereof. IMDA shall have the sole and absolute discretion to determine what, if any, steps it may wish to take in connection with any claim, action, defence or compromise of any such proceedings. Dealer shall have no rights to call on IMDA to take any proceedings nor any rights of action in connection with the DTV Label Marks.
10. Dealer shall fully and effectively indemnify IMDA against any and all loss, damage and expenses IMDA may suffer as a consequence of any claim against IMDA on account of any act or omission of Dealer or any breach by Dealer of the terms, conditions, stipulations, warranties, representations or obligations contained in this Agreement.
11. Without prejudice to IMDA's other rights and remedies at law, IMDA may by written notice to Dealer terminate this Agreement (a) on account of any breach by Dealer of any of the terms, conditions, stipulations, warranties, representations or obligations contained in this Agreement; (b) if Dealer is unable to meet any of the conditions or requirements for the continuing grant of the Licence; (c) proceedings have been commenced or threatened against Dealer on account of any insolvency or inability to pay debts as they fall due; (d) in the opinion of IMDA, Dealer has used the DTV Label Marks in a manner which may bring IMDA or its members into disrepute; and/or (e) upon the expiry of 3 months' advance written notice by IMDA to terminate this Agreement.
12. Upon the expiry or termination of this Agreement, or for whatever reason, Dealer shall immediately cease all of its use of DTV Label Marks. Dealer shall dispose of all promotional and other materials incorporating or referencing the DTV Label Marks in accordance with the Licensor's instructions.
13. Dealer further agrees and undertakes to IMDA that
  - (a) it may not assign any of its rights or delegate any of its duties under this Agreement,
  - (b) nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute a Dealer the agent of the IMDA for any purpose;
  - (c) no failure on the part of IMDA to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law;
  - (d) no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each Party;
  - (e) this Agreement constitutes the entire understanding of the parties as to the subject matter of the Agreement, and Dealer has not entered into this Agreement in reliance upon any representation, warranty or undertaking of IMDA which is not set out or referred to in this Agreement;

- (f) the illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision, and the illegal, invalid or unenforceable provision shall be deemed not to have been included in this Agreement;
  - (g) this Agreement shall be binding upon Dealer and its successors and assigns and inure for the benefit of the successors and permitted assigns of IMDA.
14. This Agreement is governed by Singapore law and the parties agree to irrevocably submit to the exclusive jurisdiction of the Singapore Courts. A person or entity which is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act to Cap 53B to enforce any provisions of this Agreement.

ANNEX

Use of DTV Label Marks for DVB-T2 (2nd Generation Digital Terrestrial Television Broadcasting System) Receivers

Please fill in the equipment approval date for the list of product models (stereo and surround sound ready) registered with IMDA: \_\_\_\_\_

1)



This label indicates that the IDTV or set-top box supports Singapore’s DVB-T2 channels in stereo sound.

Brand	Model	Product Type	Hyperlink to Product Information provided by Suppliers

2)



This label indicates that the IDTV or set-top box supports Singapore's DVB-T2 channels in surround sound when connected to a home theatre system.

Brand	Model	Product Type	Hyperlink to Product Information provided by Suppliers



**SCHEDULE**

**Artwork Guidelines**

**MDA Digital TV stickers**

**PRINT SPECIFICATION**

- Minimum Size: 46.6mm (L) x 20mm (H)
- Material: Waterproof vinyl sticker print + die cut
- 1 X A2 sheet, cut into A3
- 2 X designs



**COLOUR FOR THE DIGITAL TV**

C100 M0 Y0 K0	C0 M80 Y95 K0	C0 M0 Y100 K0
C85 M50 Y0 K0	C0 M90 Y85 K0	C20 M0 Y100 K0
C80 M10 Y45 K0	C0 M100 Y100 K0	C50 M0 Y100 K0
C75 M0 Y100 K0	C0 M0 Y0 K100	

**MDA Digital TV wobblers**



**PRINT SPECIFICATION**

- Size: 200mm (L) x 87mm (H)
- Material: 310gsm art paper
- Colour: 4C x 0C
- Matt Lamination on both sides, Die-cut, paste double sided tape on clear plastic strip
- 2 X designs

**COLOUR FOR THE DIGITAL TV**

C100 M0 Y0 K0	C0 M80 Y95 K0	C0 M0 Y100 K0
C85 M50 Y0 K0	C0 M90 Y85 K0	C20 M0 Y100 K0
C80 M10 Y45 K0	C0 M100 Y100 K0	C50 M0 Y100 K0
C75 M0 Y100 K0	C0 M10 Y0 K100	