



Vodafone New Zealand Limited

Content Standards Policy

For third party content partners

October 2007

Confidential

1 Background

1.1 Overview

Vodafone New Zealand Limited (“Vodafone”) is committed to taking a responsible approach to the standard of content available on the Vodafone network. Vodafone takes the issue of protection of minors seriously and we work actively with our content partners (providers of content and content services) to ensure that appropriate content standards are implemented effectively and consistently.

This Content Standards Policy (“Policy”) is designed to provide Vodafone’s external content partners with a framework for content standards that are acceptable for the content/services that they supply to Vodafone. Vodafone acknowledges that given the varied nature of content it is impossible to define exactly which content is acceptable and which content is unacceptable and that there will always be some “grey areas”. Where confusion (or reasonable scope for confusion) exists as to the correct categorisation of any item of content, or where the intended audience could reasonably interpret the intended categorisation differently from the content provider and there is a likelihood of the audience being offended, the more conservative view should always be adopted and approval must be sought from Vodafone prior to the content being distributed to Vodafone (please see the relevant approval process in clause 3.4 of this Policy).

The Policy also constitutes Vodafone’s compliance with the Telecommunications Carriers’ Forum *New Zealand Code of Practice for Provision of Content via Mobile Phones* (“Code”). Vodafone is a signatory to this Code. The Code requires signatories to ensure responsible provision of commercial content via mobile phones.

Vodafone’s content partners shall comply with the terms of this Policy with immediate effect upon receiving the Policy from Vodafone.

This Policy will be updated and reissued to content partners from time to time to reflect developments in content policy that may occur in the telecommunications industry or to reflect Vodafone brand principles. Vodafone may also make adjustments to this Policy from time to time if Vodafone deems it necessary, for example, to respond to feedback from its customers, the public or other stakeholders.

1.2 Scope

For the purposes of this Policy, Vodafone does not make any distinction between content sold under one of its own brands or content sold under a partner’s brand. It encompasses all “Commercial Content”: “mobile content that is provided to customers via a mobile phone network, whether free or on a subscription or per event basis, either by the Operator (“A mobile services provider that provides access to content services to end customers via a mobile device.”) directly to its customers, or that is provided to customers by a third party that the Operator has a commercial arrangement with for the provision of mobile content services. Commercial Content includes, but is not limited to, video clips, games, screen savers and chat services. Commercial Content does not include Internet content (content on the internet which may be accessed by handsets but over which the Operator may not have control because it is not provided to customers by the Operator or by a third party which has a commercial arrangement with the Operator for the provision of mobile content services), or Peer-to-

Peer Communications (direct person to person communications and include person to person voice and video calls, text messages, photo and video messaging).

1.3 Application

If you supply content to Vodafone, this document forms Vodafone's "Content Standards Policy" as referred to in your Content Supply Agreement with Vodafone. You are therefore contractually obliged to comply with the terms of this Policy with immediate effect. Under your Content Supply Agreement you are required to comply with all applicable laws, regulations, industry codes and the requirements of any relevant regulatory body. This Policy does not qualify or amend those existing obligations in any way. This Policy is not intended to constitute legal advice to you, or to address all legal issues which are likely to apply.

If you do not have a Content Supply Agreement with Vodafone, but have been supplied with a copy of this Policy in relation to your dealings with Vodafone (eg you provide monitoring services or premium SMS services), then Vodafone requires you to comply with the terms of this Policy, as it applies to you, immediately upon receiving it from Vodafone.

2 The Content Standards Policy

2.1

TCF New Zealand Code of Practice for Provision of Content via Mobile Phones

Vodafone is a signatory to this Code. Vodafone is required to enforce the terms of the Code in relation to its content partners. A copy of the Code is attached as Annex 1 to this Policy.

Under the Code, Vodafone has agreed that it will only provide "Unrestricted Content" where it has implemented appropriate "Age Verification" mechanisms and "Access Controls".

2.2

What Content will Vodafone accept?

Vodafone will therefore only provide Unrestricted Content to its general customer base. It will accept Restricted Content only where its Age Verification Measures and Access Controls have been implemented. Vodafone will not allow Illegal Content or Banned Content.

Please note that in respect of cartoon content in particular the definitions in this Policy apply where the cartoons are realistic depictions of humans or realistic depictions of animals. In the case of uncertainty, please seek Vodafone's approval as per the process in clause 2.4.

Table outlining acceptable content and unacceptable content

Acceptable content	Unacceptable content
Unrestricted Content	Illegal Content
Restricted Content subject to the implementation of Age Verification and Access Controls	Banned Content

“**Unrestricted Content**” means Content that is not Illegal Content or Restricted Content or Banned Content.

“**Illegal Content**” includes content that is defined as “objectionable” by section 3 of the Films, Videos, and Publications Classification Act 1993; or as otherwise illegal by New Zealand law.

“**Banned Content**” means content as defined in Section 2.3 of this Policy.

“**Restricted Content**” includes:

Language

- Frequent use of highly offensive language or explicit sexual references.

Nudity and Sex

- Nudity depicting male or female genitals or female nipples, whether or not such genitals or nipples are real.
- Actual or realistic depictions of sex activity, for example;
 - Real or simulated sexual intercourse.
 - Depiction of sexual activity involving devices such as sex toys.
 - Sexual activity with visible pubic areas.

Exclusion:

Please note that material which genuinely seeks to inform and educate such as in matters of sexuality, safe sex and health and where explicit images are the minimum necessary to illustrate and educate in a responsible manner may be permissible. Please seek approval for such content from Vodafone as per the process set out in clause 3.4 of this Policy.

For your assistance, we provide here some specific examples of Restricted and Unrestricted Content in relation to nudity and sex: (nb these lists are not exhaustive but illustrative only).

Restricted Content:

Model(s) showing any of the following:

- Female nipple(s);
- Female nipple shadow;
- Female nipple covers (standard bikini acceptable);
- pubic hair (or see-through underwear);

Any use of objects to imply sexual activity

Penis appearing erect underneath clothing

Use of object to convey sexual activity including the handling, kissing, licking or sucking of phallic-like objects.

Unrestricted Content:

Full rear view of model, if the model is wearing a G-string or panties or bikini

Nudity if photographed from the side (subject to Restricted Content restrictions above)

Limited sexually suggestive touching or positions

Images with hand positioned over genital area acceptable (however no implication of masturbation is allowed).

Violence

- Violence which dwells on the infliction of pain or on injuries
- Depictions of sexual violence.

In respect of mobile games in particular:

- Violence towards realistic depictions of humans or realistic depictions of animals such as scenes of dismemberment, torture, sadism and other types of excessive violence.
- Graphic, detailed and sustained violence towards realistic depictions of humans or realistic depictions of animals or violence towards vulnerable or defenceless humans or animals.

Drug use

- Depictions of illegal drug taking or solvent abuse or instructive details on illegal drug taking or manufacture of drugs or solvent abuse.

Horror

- Depictions of sustained or detailed inflictions of pain or injury including anything which involves sadism, cruelty or induces a high level of fear or anxiety.

Cruelty

- Depictions of mental or physical cruelty.

Imitable techniques

- Dangerous combat techniques such as ear-claps, head-butts and blows to the neck.
- Instructive details on obtaining or manufacturing weapons, such as knives, firearms or bombs.
- Instructive details of techniques for use in the commission of a criminal offence.
- Depictions of suicide.
- Instructive details of harmful body modification techniques (such as tattooing, body piercing, branding, scarification, cosmetic surgery).
- Depictions of dangerous, imitable stunts likely to result in a real risk of serious harm. For the avoidance of doubt this does not include sporting activities for example, snowboarding, skateboarding.

2.3 Banned Content

Any item of content or any service involving any of the following elements are banned from being included within Vodafone content. The points below apply to all forms of visual image (photos, cartoons, video / moving image, webcam / livestreaming).

Sexually explicit material

- Exposed male or female genitalia
- Ejaculation images (excluding cartoon sperm imagery)
- Masturbation
- Oral-genital contact of any kind
- Sexual penetration by finger, penis, tongue, or any object
- Material (including dialogue) likely to encourage an interest in abusive or violent sexual activity (e.g. rape, paedophilia, incest) which may include, but is not limited to, depictions involving adults role-playing as minors
- Content depicting, or text alluding to, a person who appears to be under 18 years of age in sexual activity, or presenting in a provocative manner
- Any naked images of children
- The infliction, or self-infliction, of pain or physical harm (real or simulated) in a sexual context
- Sexual violence e.g. sexual assault and / or rape
- Depiction of the use of any form of physical restraint, for example, gags and bonds
- Activity which is degrading or dehumanising (examples include the portrayal of bestiality, necrophilia, defecation, urolagnia)

The above applies to both heterosexual and homosexual activities equally.

Educational materials that are not erotic in nature may be considered acceptable if agreed in advance and in writing by an authorised Vodafone representative.

Violence

- The gratuitous presentation of violent or sadistic practices
- Unusual methods of causing injury or pain – including self-harm – which can be readily imitated
- The infliction, or self-infliction, of pain or physical harm (there may be some exceptions with prior approval e.g. boxing highlights)
- Content (audio, visual, editorial) which contains incitement to violence
- Extreme violence including restraint, torture, sadism, mutilation
- Exploitative / sadistic violence towards vulnerable and defenceless people / animals (e.g. muggings, acts of terrorism etc - exceptions may be made where such incidents are portrayed factually and non-gratuitously as part of a news report)
- Images that portray victims of suicide, murder, accidental or violent death (excluding factual, non-gratuitous depictions on news broadcasts)

Other

- Any material portraying or promoting racial, religious or ethnic hatred or abuse, or any material containing discriminatory or defamatory abuse
- Promotion of anti-social behaviour such as the use and promotion of illegal drugs, solvent abuse, the glorification of vandalism etc.
- Material which demonstrates criminal techniques
- Dating services
- Location based services that allow a mobile phone user to access location data about another mobile phone user
- Offensive ringtones or ringtones that contain profanities.

2.4 Approval Process for Questionable Content (“grey area” content)

If you are confused (or if there is reasonable scope for confusion) as to the correct categorisation of any item of content, or where the intended audience could reasonably interpret the intended categorisation differently from you, you must obtain prior approval from the appropriate representative at Vodafone (as notified to you from time to time). Currently the Vodafone contact to approach for content approval (in areas of uncertainty) is as follows:

Email: production.nz@vodafone.com

2.5 Music

If you provide music to Vodafone you shall ensure that the content is received by Vodafone together with any labelling or other information (including in relation to any watershed or scheduling restrictions) employed or provided by you when distributing equivalent content in any media which is used to indicate that the content is or may be unsuitable for distribution to minors or that the content may be considered to be offensive by customers.

2.6 Other agreements with Vodafone

If you supply any content monitoring services to Vodafone (such as chat room monitoring), you must comply with the terms of the Monitoring Guidelines as supplied to you by Vodafone from time to time.



ANNEX 1

TELECOMMUNICATIONS CARRIER'S FORUM:

NEW ZEALAND CODE OF PRACTICE FOR PROVISION OF CONTENT VIA MOBILE PHONES