

## **Additional Terms for Crossmedia and Ad Specials**

The following rules apply to Crossmedia campaigns and Ad Specials in addition to and with priority over the GTCs of AD ALLIANCE:

If the sponsoring trailer, the advertising spot or other advertising material is produced by AD ALLIANCE or the Provider or on their behalf, the production costs will be billed separately. The production costs cannot be set off against existing agreements (basic bookings/max3 bookings), and they are eligible neither for cash discount nor for AE.

### **TV sponsoring**

The Client has the option of either "variable prices" or "fixed price-group sponsoring". "Variable sponsoring" means that there can, within the current calendar year, be changes to prices or tariff groups for the sponsored TV show, changes which may be at the expense or to the benefit of the Client. AD ALLIANCE will inform the client about any price adjustment that affects the Client. Such price adjustments do not constitute cause for termination. "Fixed price-group sponsoring" means that changes to the prices or tariff groups for the sponsored TV show are not passed on to the sponsoring prices. The prices or tariff groups applied at the time the booking is confirmed apply to the complete period booked. Once the contract has been concluded it is not possible to switch between the price models "Variable sponsoring" and "fixed price-group sponsoring" for the period booked.

Should the number of transmissions be smaller than stated in the offer, only the actual transmissions will be charged, i.e. the total price will be reduced proportionately. Should more transmissions be possible than agreed, the Client will be informed to that effect; the additional transmissions may be booked separately on the basis of their price or tariff group at the time the contract was concluded. If the sponsored TV show is moved to a different place, a new offer will be submitted.

AD ALLIANCE reserves the right, after giving prior notice, to exclude specific TV shows from the booked package in special cases. This applies in particular to series or TV shows with a special thematic structure.

The Broadcaster is entitled to interrupt a booked programme section of 2 or more consecutive TV shows with TV shows of a different type. These may be booked by a different sponsor or a special-ads customer.

Where needed, references to sponsoring and special ads may be produced by the Broadcaster. The costs are billed separately. The Client shall submit the complete storyboard no later than three weeks before the transmission date.

The specifications of AD ALLIANCE must be observed in the production of references to sponsoring and special ads. Inspection and release shall be carried out by AD ALLIANCE. Here too, the Client must submit the complete storyboard no later than three weeks before the transmission date, to allow time in particular for the check on legal aspects.

In the event of a legal objection by AD ALLIANCE or a Landesmedienanstalt (state media institute) to the type of trailer or part thereof which refers to the sponsor, the Client shall make the necessary changes and in due time present a version which meets the transmission requirements stipulated by AD ALLIANCE and such institute. AD ALLIANCE has no liability for ensuring that the trailer does not otherwise violate applicable law. The final version of the sponsoring trailer must reach AD ALLIANCE at least 10 days before transmission.



The Client must state with binding effect which product is to be advertised with the sponsoring. If the product is stated later or replaced, AD ALLIANCE will not be able to guarantee compliance with an agreed clause excluding competitors.

Should a product placement already have been booked for a specific TV show, such placement shall be exclusive to the Nielsen product family and cannot be booked by a subsequent sponsor for the same Nielsen product family.

Sponsoring bookings have the benefit of exclusion of competitors inside a TV show only for linear TV (thus not for e.g. the online, mobile and Smart TV segments) (on the basis of the Nielsen product family) vis-à-vis other forms of special ads, but not vis-à-vis classic advertising spots. This also applies with regard to product placements, except where these were already agreed before the sponsoring booking. AD ALLIANCE reserves the right to market other forms of special ads inside the TV show to other customers, with due regard for the exclusion of competitors.

Should it not be possible to execute the contract order in full for technical, legal or other reasons (including Broadcaster decisions or force majeure), billing will be on a pro rata temporis basis.

The Client may direct its notifications to AD ALLIANCE at the fax numbers 0221/456 95-22767 or -22787.

Sponsoring contracts cannot be rescinded.

### **Online sponsoring**

Should the actual media performance be lower than offered, AD ALLIANCE will have the option of adjusting the order proportionately or making up the difference at later date. There is no extra charge for overperforming the variable advertising services. The production costs for advertising materials and for special services rendered by external providers will be billed separately. The provision of the contents and image material shall be carried out by the Client. In the case of the production by AD ALLIANCE of co-branded advertising measures and microsites or subsites, two correction runs are included in the price, but further corrections will be billed separately.

The specifications of AD ALLIANCE must be observed in the production of co-branded advertising materials and the microsite. Inspection and approval shall be carried out by AD ALLIANCE.

AD ALLIANCE does not grant any exclusion of competitors for online bookings.

The rules for online sponsoring apply accordingly to sponsoring bookings on mobile or Smart TV platforms.

### **Product Placement (physical and digital)**

The price for product placement is not included in the booking volume of any possibly existing basic booking or Max3 bookings and is not eligible for AE.

The price quoted in the offer applies in addition to the production costs incurred for the integration. Delivery and provision of the production assets shall be at the customer's/agency's own expense. Physical Product placement bookings have the benefit of exclusion of competitors inside a TV show

(on the basis of the Nielsen product family) vis-à-vis other special ads. This shall also apply vis-à-vis sponsoring bookings made at later date.

AD ALLIANCE reserves the right to award the programme sponsoring for the TV show to another customer, with due regard for the exclusion of competitors, except where it is booked together with the physical product placement.

AD ALLIANCE also reserves the right to market other special ads inside the format to other customers as well, with due regard for the exclusion of competitors.

### **Exclusive Position\* and Special Creation\*\***

An advertising spot to be shown split screen must reach AD ALLIANCE at least 10 days before transmission. A separate agreement is concluded in the case of customer-specific implementation by the Broadcaster. The realisation of exclusive advertising spots is dependent on the availability of free advertising volume.

In the case of a legal objection by the Broadcaster or a Landesmedienanstalt (state media institute) to the use of the form of special ads, consultation takes place on a compromise. If this is unsuccessful, the decision by the Broadcaster or the said institute shall apply.

If changes are made to prices or tariff groups in the advertising environment, the prices will be adjusted accordingly. In the event of a discrepancy between the offer and the actual number of transmissions, the prices will be adjusted to the actual number. Production costs will be billed separately.

AD ALLIANCE reserves the right to market further Exclusive Positions and Special Creations inside the format.

Should the TV show be sponsored (also after booking of Exclusive Positions/ Special Creations) by the provider of a competitor product (i.e. from the same Nielsen product family), or should a provider of a competitor product book a product placement inside the TV show, the protection against competition for the sponsor/booker of the product placement shall have priority. In this case AD ALLIANCE will offer the customer a corresponding alternative environment for the Exclusive Positions/ Special Creations. If this is unsuccessful, both parties will be entitled to a special right to terminate the contract, claims against each other being excluded.

The Client may direct its notifications to AD ALLIANCE at the fax numbers 0221/456 95-22767 or - 22787.

No options can be granted to interested parties.

Contracts on Exclusive Positions\*) and Special Creations\*\*) cannot be rescinded.

\*) Exclusive Position = Credits split, News countdown, Post-Split, Pre-Split, Programme split, Single split, Single spot, Spot Duo, Spot premiere and the like.

\*\*) Special Creation = Credits board, Content split, Crawl, Cut In, Exclusive Creations, Frame split, competition, Logomorphing, Move split, Premium board, Promostory, Skyscraper, Bumper move and the like; separate terms apply to Promostory and Competition (see below).

### **Promostory (infomercials)**

The realisation of promostories is dependent on the availability of free advertising volume. The advertising spot must reach AD ALLIANCE at least 10 days before transmission. A separate agreement is concluded in the case of customer-specific implementation by the Broadcaster.

In the case of a legal objection by the Broadcaster or a Landesmedienanstalt (state media institute) to the use of the form of special ads, consultation takes place on a compromise. If this is unsuccessful, the decision by the Broadcaster or the said institute shall apply.

AD ALLIANCE reserves the right to market further Exclusive Positions and Special Creations inside the format.

The Client may direct its notifications to AD ALLIANCE at the fax numbers 0221/456 95-22767 or - 22787.

No options can be granted to interested parties.  
Promostory contracts cannot be rescinded.

### **Competitions**

The Broadcaster is responsible for production in terms of both content and editing. Except where stated otherwise in the offer, production costs are calculated by time worked and billed to the Client separately.

The Client supplies AD ALLIANCE advertising spot-external broadcasting material (logo, display of winnings) for the trailer production at least 4 weeks before transmission.

Conclusion of the contract is subject to consent by the Broadcaster. In the case of a legal objection by the Broadcaster or a Landesmedienanstalt (state media institute) to the use of the form of special ads, consultation takes place on a compromise. If this is unsuccessful, the decision by the Broadcaster or the said institute shall apply.

The placement of the trailer is the responsibility of the Broadcaster.

The Broadcaster provides the Client with the winner data as soon as possible. The price stated in the offer does not include the provision of the winnings. The winnings are provided, after release by AD ALLIANCE, by the Client at its own expense. The Client is responsible for handing over the winnings and for the complete winnings process.

Competition contracts cannot be rescinded.

The rules for online competitions and competitions on mobile or Smart TV platforms apply in accordance with those for online sponsoring. Title to user data gained by means of new registrations passes to AD ALLIANCE.

### **Advertising licences**

In the event that the advertising measure includes ancillary services which have to be licensed by the Provider, the following rules apply in addition: Performer fees and production costs for trailers, advertisements etc. are calculated according to time worked, and billed separately. All media or



licensing costs are dependent on the communication measures actually performed. For this purpose a separate contract is concluded. Licence costs cannot be set off against existing agreements (basic bookings, Max3 bookings). They are not eligible for AE or cash discount and are billed separately.