

# COMMERCIAL CONDITIONS OF SALE OF ADVERTISING AND SPONSORSHIP

ON FRANCE TELEVISIONS PUBLICITE  
INTERNATIONAL



francetv**publicité**

international

2017 CAMPAIGNS

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**TERMS AND CONDITIONS OF SALE  
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TÉLÉVISIONS PUBLICITÉ INTERNATIONALE**

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1

# COMMERCIAL CONDITION OF SALE OF ADVERTISING ON FRANCE TÉLÉVISIONS PUBLICITÉ INTERNATIONALE

BROADCAST BETWEEN 1<sup>st</sup> JANUARY 2017 AND 31<sup>st</sup> DECEMBER 2017



# BREAKDOWN OF 2017 ADVERTISING SALES FIGURES ON FRANCE TÉLÉVISIONS PUBLICITÉ INTERNATIONALE

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## INITIAL SALES FIGURES

Incidents  
Freebies  
Multi-signal Discount

## REFERENCE SALES FIGURES

**Tariff conditions (x% of the Reference Tariff)**

### **Tariff increases**

- Preferential placements
- Second advertiser
- Sector specific exclusivity

### **Tariff reductions**

- New advertiser
- Collective advertising
- General interest advertising
- Advertorial

**All of the tariff conditions are applied to the same basis, the Reference Tariff**

## NET SALES FIGURES BEFORE DISCOUNT

- Terms and Conditions of Sale Rate
- Agency commission

## NET SALES FIGURES

# TERMINOLOGY

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## **International Channels:**

Deutsche Welle (German regulation), TV5Monde (French regulation), TV5Monde Style HD (French regulation), France 24 (French regulation), M-Net Action (South African regulation), M-Net East (South African regulation), M-Net West (South African regulation), M-Net Movies 1 (South African regulation), M-Net Movies 2 (South African regulation), M-Net Series (South African regulation), Supersport 3 (South African regulation), Africa Magic (South African regulation), Channel o (South African regulation), Africable (Malian regulation).

## **Initial Tariff**

The Initial Tariff corresponds to the tariffs present in the grill published by France Télévisions Publicité International on the basis of the 30 seconds format.

## **Initial Sales Figures**

The Initial Sales Figures is the sum of the Initial Tariff of the advertising spaces purchased after application of the format index (cfr.: paragraph D1 of these Commercial Conditions).

## **Reference Tariff**

The Reference Tariff corresponds to the corrected Initial Tariff of the format index after deduction of possible broadcasting incidents, freebies and Multi-signal discount.

## **Reference Sales Figures**

The Reference Sales Figures is the sum of the Reference Tariff of the advertising spaces purchased.

## **Net Tariff Before Discount**

The Net Tariff Before Discount corresponds to the Reference after application of the tariff conditions, appearing at article A of these Commercial Conditions.

## **Net Sales Figures Before Discount**

The Net Sales Figures Before Discount is the sum of the Net Tariff Before Discount of the advertising spaces purchased.

## **Net Tariff**

The Net Tariff corresponds to the Net Tariff Before Discount after deduction of the Terms and Conditions of Sale Rate and the Agency Commission as defined at articles B and C of these Commercial Conditions.

## **Net Sales Figures**

The Net Sales Figures is the sum of the Net Tariff of the advertising spaces purchased.

The tariff of each advertising space is determined according to the principal sector of the product on the basis of the tariffs published by France Télévisions Publicité International corrected by the format index (paragraph D1 of these Commercial Conditions).

France Télévisions Publicité International reserves the possibility of modifying the grill of advertising commercials and their tariffs.

## A - UNIT PURCHASE

It is possible to purchase advertising spaces as a unit across all the International Channels.

### **Multi-signal Discount**

Any advertiser communicating on several signals on a single channel benefits from a Multi-signal abatement on the Initial Tariff. This discount is applied only to the France 24, TV5 Monde and Deutsche Welle channels.

### **Discount for TV5Monde and Deutsche Welle**

- 10% for the purchase of 2 signals on a single channel
- 15% for the purchase of 3 signals on a single channel
- 20% for the purchase of 4 signals on a single channel
- 25% for the purchase of 5 signals on a single channel
- 30% for the purchase of 6 or more signals on a single channel

### **Discount for France 24**

- 20% for the purchase of 2 signals on a France 24
- 40% for the purchase of 3 signals on a France 24

## TARIFF CONDITIONS

Every advertiser has the possibility of choosing among a set of tariff conditions, calculated on the basis of the Reference Tariff. The amount of the corresponding increases or reductions is added to or deducted from the Reference Tariff.

## TARIFF INCREASES

All increases herein below specified are cumutable.

### **Preferential placement in a screen**

- +15% for the first or last placement in the screen.

### **Second advertiser**

- +20% for the presence of a second advertiser in the message.

### **Sector specific exclusivity**

- +50% for the reservation of sector specific exclusivity in a screen.

## TARIFF REDUCTIONS

### New advertiser

Any advertiser who has not communicated classic advertising on the International Channels marketed by France Télévisions publicité International in 2015 and 2016 benefits from an abatement of **-10%** on the Reference Tariff.

An advertiser which should change its company name or business name in 2017 will not be considered as a New advertiser.

An advertiser which communicates in 2017 for a brand already having been the subject of a communication in 2015 and 2016 through the intermediary of another advertiser will not be considered as a New advertiser.

### Collective advertising

Any advertiser eligible for collective advertising benefits from an abatement of **-10%** on the Reference Tariff.

Collective advertising serves to promote a sector of activity, a group of professionals, a category of products or services presented under their generic name (for example: dairy products).

The qualification of collective campaign is attributed by France Télévisions Publicité International after studying the case (cfr. Collective Advertising sheet).

This abatement is non-cumulative with the other tariff reductions, apart from the New advertiser abatement and the agency Commission.

### General interest advertising

An abatement of **-40%** on the Reference Tariff applies to:

- the campaigns of charitable and humanitarian organisations;
- the information campaigns of government departments or ministries;
- governmental information campaigns, that is to say the Government's Information Service campaigns.

General interest campaigns are programmed by France Télévisions Publicité International after the opening of the schedule at 3 weeks from broadcast, on the basis of the availabilities of the schedule.

This abatement is non-cumulative with the other tariff reductions, apart from the New advertiser abatement and the agency Commission.

### Advertorial (or Infomercial)

Advertorials benefit from an abatement of **- 30%** on the Reference Tariff of the advertising space.

The qualification of advertorial (or infomercial) is attributed by France Télévisions Publicité International to advertising films of a duration equal to or greater than 180 seconds and after studying the case.

Their content serves to promote the image of a brand, an institution, an organisation, a public or private business. Political parties, trade unions, religious or philosophical groups are excluded from this.

The content of advertorials must be of an informative nature, without use of subjective or indemonstrable terms. An identification of the start and end frames advertorials in order to differentiate them from the programming of the International Channel concerned.

The programming is done by France Télévisions Publicité International, on the basis of the availabilities of the schedule. France Télévisions Publicité International reserves the right to modify the programming up until 5 days prior to broadcasting.

This abatement is non-cumulative with the other tariff reductions, apart from the New advertiser abatement and the agency Commission.



## B. TERMS AND CONDITIONS OF SALE RATE

Any advertiser or group of advertiser investing in a volume of Net Sales Figures Before Discount in the purchase of advertising spaces during the year 2017 on the International Channels marketed by France Télévisions Publicité International benefits from a volume discount according to the following scale:

| WORLD: DEUTSCHE WELLE, TV5MONDE (EXCLUDING AFRICA), FRANCE 24 (EXCLUDING AFRICA CUT-AWAY) |         |            |
|---|---------|------------|
| NET SALES FIGURES BEFORE DISCOUNT (IN EUROS)  |         | MODULATION |
| FROM  | TO      |            |
| 15,000  | 34,999  | - 5.0 %    |
| 35,000  | 49,999  | - 10.0 %   |
| 50,000  | 74,999  | - 15.0 %   |
| 75,000  | 99,999  | - 20.0 %   |
| 100,000   | 149,999 | - 25.0 %   |
| More than 150,000   |         | - 30.0 %   |

| AFRICA: FRANCE 24 CUT-AWAY AFRICA, TV5MONDE AFRIQUE, M-NET, SUPERSPORT 3, AFRICA MAGIC, CHANNEL O, AFRICABLE |        |            |
|--|--------|------------|
| NET SALES FIGURES BEFORE DISCOUNT (IN EUROS)   |        | MODULATION |
| FROM   | TO     |            |
| 5,000  | 14,999 | - 2.0 %    |
| 15,000   | 24,999 | - 2.5 %    |
| 25,000   | 34,999 | - 5.0 %    |
| 35,000   | 49,999 | - 7.5 %    |
| 50,000   | 74,999 | - 10.0 %   |
| More than 75,000   |        | - 15.0 %   |

### CONDITIONS OF APPLICATION

Where investments are made on African media only, then the volume discount which applies is that which appears on the Africa scale. Where investments are made on Africa media and/or on World media (Europe, Asia, Middle East, North America and Latin America), then the volume discount which applies to the whole is that which appears on the World scale.

## C. AGENCY COMMISSION

Any media agency shall benefit from a commission of -15% (rate capable of varying according to the countries) applied to the Net Sales Figures Before Discount, deduction being made for the Terms and Conditions of Sales Rate to the extent that the "Sapin" law no. 93-122 of 29 January 1993 should apply.

It is applied to the purchase of advertising space, after taking into account all of the tariff conditions as defined at Article A herein above.

Basis:

- Net Sales Figures Before Discount - Terms and Conditions of Sale Rate

## D. ADDITIONAL INFORMATION

France Télévisions Publicité International reserves the right to reinvoice any benefit and abatement granted to advertisers and/or their agents, of which the due dates for payment are not respected (being 30 days the 10<sup>th</sup> day of the month following the date of invoicing).

### D.1 TARIFF INDEXES BY FORMAT FOR 2017

| TV5MONDE - FRANCE 24 - DEUTSCHE WELLE |     |     |     |
|---------------------------------------|-----|-----|-----|
| 1"                                    | 0   | 31" | 110 |
| 2"                                    | 22  | 32" | 115 |
| 3"                                    | 30  | 33" | 120 |
| 4"                                    | 34  | 34" | 125 |
| 5"                                    | 37  | 35" | 131 |
| 6"                                    | 40  | 36" | 136 |
| 7"                                    | 43  | 37" | 141 |
| 8"                                    | 46  | 38" | 146 |
| 9"                                    | 49  | 39" | 151 |
| 10"                                   | 52  | 40" | 155 |
| 11"                                   | 55  | 41" | 159 |
| 12"                                   | 59  | 42" | 163 |
| 13"                                   | 63  | 43" | 167 |
| 14"                                   | 66  | 44" | 171 |
| 15"                                   | 69  | 45" | 175 |
| 16"                                   | 72  | 46" | 179 |
| 17"                                   | 75  | 47" | 183 |
| 18"                                   | 78  | 48" | 187 |
| 19"                                   | 81  | 49" | 191 |
| 20"                                   | 84  | 50" | 195 |
| 21"                                   | 87  | 51" | 199 |
| 22"                                   | 89  | 52" | 203 |
| 23"                                   | 91  | 53" | 207 |
| 24"                                   | 93  | 54" | 211 |
| 25"                                   | 95  | 55" | 220 |
| 26"                                   | 96  | 56" | 211 |
| 27"                                   | 97  | 57" | 223 |
| 28"                                   | 98  | 58" | 227 |
| 29"                                   | 99  | 59" | 231 |
| 30"                                   | 100 | 60" | 250 |

For formats exceeding 60", add 5 to the index for each additional second.

|     |     |
|-----|-----|
| 5"  | 17  |
| 10" | 33  |
| 15" | 50  |
| 20" | 67  |
| 25" | 83  |
| 30" | 100 |
| 35" | 117 |
| 40" | 133 |
| 45" | 150 |
| 50" | 167 |
| 55" | 183 |
| 60" | 200 |

Durations not indicated herein above (e.g.: 6,12, 34, 48...) are not accepted by these channels

For the formats not mentioned, contact France Télévisions Publicité International.

France Télévisions Publicité International reserves the right to cause these tariff indexes to evolve.

## D.2 SCOPE

Advertising investments made by companies belonging to a single group may be considered as the scope of application of the Commercial Conditions of France Télévisions Publicité International subject to the stipulations of this article.

A group of advertisers may only be constituted among a parent company and its controlled subsidiaries pursuant to Article L 233-3 I - 1 of the Commercial Code and subject to the accounts of the controlled companies being consolidated with those of the parent company by global integration.

Any request to constitute a group of advertisers must be addressed to the sales administration department of France Télévisions Publicité International, 64-70 Avenue Jean-Baptiste Clément, 92641 Boulogne-Billancourt, prior to 1<sup>st</sup> January of the year N or at the latest one month prior to the date of first broadcasting of a message on behalf of a company belonging to the applicant group of advertisers.

The request must be signed by the legal representative of the parent company, or by any person expressly authorised by him/her. The request must include:

- the detailed list of entities of the group of advertisers: company name, company form, registered office, SIREN and Trade and Companies Register number, European VAT no., legal representative, billing address, list of products, services or brands concerned;
- a copy of the consolidated accounts of the group and accounting annexes;
- an (organisational chart) document presenting the group in its entirety and summarizing the capital links between the companies of the group of advertisers and their parent company;
- a declaration of the parent company in terms of which it acts as guarantor for the acceptance of the consolidation and its consequences by all of its subsidiaries and warrants France Télévisions Publicité International against any claim or dispute in this regard.

The agreement for the total or partial consolidation of the investments shall be granted by France Télévisions Publicité International taking account of the case presented.

Groups of advertisers constituted in respect of the year N-1 are automatically renewed except in the event of modification of their scope or waiver prior to 31 December of the year N-1.

Any modification of the scope of consolidation of a group of advertisers must be notified to France Télévisions Publicité International publicitaire without delay by the legal representative or any person authorised with a view to a modification of the group of advertisers.

All entities of the group of advertisers each remain an advertiser for their part and continue to receive the invoices pertaining to their purchases. The consolidation only takes place at the time of calculation and settling of the commercial discounts. The attribution of the benefit of the discounts is made in proportion to the contribution of each subsidiary to the Sales Figures of the group of advertisers.

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# COMMERCIAL CONDITIONS OF SPONSORSHIP ON FRANCE TÉLÉVISIONS PUBLICITÉ INTERNATIONAL

BROADCAST BETWEEN 1<sup>st</sup> JANUARY 2017 AND 31<sup>st</sup> DECEMBER 2017

# BREAKDOWN OF 2017 SPONSORSHIP SALES FIGURES ON FRANCE TÉLÉVISIONS PUBLICITÉ INTERNATIONALE

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## INITIAL SALES FIGURES

Incidents  
Freebies

## REFERENCE SALES FIGURES

**Tariff conditions**  
- Multi-advertisers and Multi-brands  
- New advertiser

## NET SALES FIGURES BEFORE DISCOUNT

- Agency commission

## NET SALES FIGURES

# TERMINOLOGY

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## **International Channels:**

Deutsche Welle (German regulation), TV5Monde (French regulation), TV5Monde Style HD (French regulation), France 24 (French regulation), M-Net Action (South African regulation), M-Net East (South African regulation), M-Net West (South African regulation), M-Net Movies 1 (South African regulation), M-Net Movies 2 (South African regulation), M-Net Series (South African regulation), Supersport 3 (South African regulation), Africa Magic (South African regulation), Channel o (South African regulation), Africable (Malian regulation).

## **Initial Tariff**

The Initial Tariff corresponds to the tariffs present in the offer published by France Télévisions Publicité International.

## **Initial Sales Figures**

The Initial Sales Figures is the sum of the Initial Tariff of the sponsorship measures purchased.

## **Reference Tariff**

The Reference Tariff corresponds to the Initial Tariff after deduction of possible broadcasting incidents and freebies.

## **Reference Sales Figures**

The Reference Sales Figures is the sum of the Reference Tariff of the sponsorship measures purchased.

## **Net Tariff Before Discount**

The Net Tariff Before Discount corresponds to the Reference after application of the tariff conditions, appearing at article A of these the Commercial Conditions of Sponsorship.

## **Net Sales Figures Before Discount**

The Net Sales Figures Before Discount is the sum of the Net Tariff Before Discount of the sponsorship measures purchased.

## **Net Tariff**

The Net Tariff corresponds to the Net Tariff Before Discount after deduction of the agency commission as defined at article B of these Commercial Conditions.

## **Net Sales Figures**

The Net Sales Figures is the sum of the Net Tariff of the sponsorship measures purchased.

It is possible to purchase advertising spaces as a unit across all the International Channels marketed by France Télévisions Publicité.

## A. TARIFF CONDITIONS

### Multiple-advertisers

**+ 15 %** on the Reference Tariff for the presentation or citation of several advertisers in a single sponsorship operation.

### Multiple-brands

**+ 15 %** on the Reference Tariff for the presentation or citation of several brands of a single advertiser in a single sponsorship operation.

### New advertiser

Any advertiser who has not communicated in sponsorship on the International Channels marketed by France Télévisions publicité International in 2015 and 2016 benefits from an abatement of **-10%** on the Reference Tariff.

An advertiser which should change its company name or business name in 2017 will not be considered as a New advertiser.

An advertiser which communicates in 2017 for a brand already having been the subject of a communication in 2015 and 2016 through the intermediary of another advertiser will not be considered as a New advertiser.

## B. AGENCY COMMISSION

Any media agency shall benefit from a commission of **-15%** (rate capable of varying according to the countries) applied to the Net Figures Before Discount after deduction of possible Commercial Conditions to the extent that the "Sapin" law no. 93-122 of 29 January 1993 should apply.

## C. VIGNETTE

Short programme of a non-advertising character of 2 billboards of 6 seconds each at the start and end of the programme. The qualification of vignette is accepted by France Télévisions Publicité International after consultation of the International Channels.

Vignettes benefit from an abatement of **- 50%** on the Reference Tariff.

## D. SCOPE

Advertising investments made by companies belonging to a single group may be considered as the scope of application of the Commercial Conditions of France Télévisions Publicité International subject to the stipulations of this article.

A group of advertisers may only be constituted among a parent company and its controlled subsidiaries pursuant to Article L 233-3 I - 1 of the Commercial Code and subject to the accounts of the controlled companies being consolidated with those of the parent company by global integration.



Any request to constitute a group of advertisers must be addressed to the sales administration department of France Télévisions Publicité International, 64 - 70 Avenue Jean-Baptiste Clément, 92641 BOULOGNE BILLANCOURT, prior to 1<sup>st</sup> January of the year N or at the latest one month prior to the date of first broadcasting of a message on behalf of a company belonging to the applicant group of advertisers.

The request must be signed by the legal representative of the parent company, or by any person expressly authorised by him/her. The request must include:

- the detailed list of entities of the group of advertisers: company name, company form, registered office, SIREN and Trade and Companies Register number, European VAT no., legal representative, billing address, list of products, services or brands concerned;
- a copy of the consolidated accounts of the group and accounting annexes;
- an (organisational chart) document presenting the group in its entirety and summarizing the capital links between the companies of the group of advertisers and their parent company;
- a declaration of the parent company in terms of which it acts as guarantor for the acceptance of the consolidation and its consequences by all of its subsidiaries and warrants France Télévisions Publicité International against any claim or dispute in this regard.

The agreement for the total or partial consolidation of the investments shall be granted by France Télévisions Publicité International taking account of the case presented.

Groups of advertisers constituted in respect of the year N-1 are automatically renewed except in the event of modification of their scope or waiver prior to 31 December of the year N-1.

Any modification of the scope of consolidation of a group of advertisers must be notified to France Télévisions Publicité International without delay by the legal representative or any person authorised with a view to a modification of the group of advertisers.

All entities of the group of advertisers each remain an advertiser for their part and continue to receive the invoices pertaining to their purchases. The consolidation only takes place at the time of calculation and settling of the commercial discounts. The attribution of the benefit of the discounts is made in proportion to the contribution of each subsidiary to the Sales Figures of the group of advertisers.

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# TERMS AND CONDITIONS OF SALE OF ADVERTISING SPACES ON FRANCE TÉLÉVISIONS PUBLICITÉ INTERNATIONALE

APPLICABLE TO ADVERTISING MESSAGES BROADCAST  
BETWEEN 1<sup>st</sup> JANUARY 2017 AND 31<sup>st</sup> DECEMBER 2017

1. These conditions (hereinafter “Terms and Conditions of Sale”) are applicable to the sale of advertising spaces broadcast on:
  - **international channels:** Deutsche Welle (German regulation), TV5Monde (French regulation), TV5Monde Style HD (French regulation), France 24 (French regulation), M-Net Action (South African regulation), M-Net East (South African regulation), M-Net West (South African regulation), M-Net Movies 1 (South African regulation), M-Net Movies 2 (South African regulation), M-Net Series (South African regulation), Supersport 3 (South African regulation), Africa Magic (South African regulation), Channel o (South African regulation), Africable (Malian regulation), (hereinafter “the Media” or “the Medium” each for their part),  
*of which France Télévisions Publicité, acting under the business name “France Télévisions Publicité International” (hereinafter called “the Advertising Sales House”), société anonyme (public limited company), with capital of 38,100 Euros, having its registered office at Boulogne-Billancourt (92641) 64-70, avenue Jean-Baptiste Clément, SIREN number 332 050 038 Trade and Companies Register for Nanterre, assures the advertising management and is alone authorised to receive advertising orders.*
2. In the context of these Terms and Conditions of Sale, the following terms have the following meaning:
  - **“Purchaser”** any Advertiser or Agent acting in the name of and on behalf of the Advertiser by virtue of a written mandate given by this latter, forming the subject of the attestation conform to the model published by France Télévisions Publicité International in a schedule to these presents, and subscribing an Advertising Order. In the event that the provisions of the “Sapin” law no. 93-122 of 29 January 1993 should not be applicable, the intermediary of the Advertiser shall not be bound to intervene in the legal context of the mandate.
  - **“Advertiser”** the party on whose behalf the advertising message is broadcast.
  - **“Agent”** any agency or any intermediary acting in the name of and on behalf of an Advertiser duly mandated by a written contract.
  - **“Sector code”** the code of eight figures composed of the family number, the class number, the sector number and variety number permitting the connection of the product or service that the Purchaser wishes to promote to a variety of product or service of the “sector Codes nomenclature” grill published by France Télévisions Publicité International.
  - **“Advertising Order”** or **“Order”** the agreement for the broadcasting of an advertising message, which France Télévisions Publicité International and the Purchaser have reached on the basis of the requests for reservations issued by this latter and accepted by France Télévisions Publicité International taking account of the availabilities of its schedule, and concluded in accordance with these presents. The elements constituting the Order are the Media, the advertising screen concerned, the duration of the message, the sector Code to which the products or service promoted is connected, the price taking account of the format and where applicable the preferential placement purchased in the screen. The execution of the Advertising Order corresponds to the broadcast of the message provided by the Advertiser in the placement reserved for this purposes while respecting these Terms and Conditions of Sale.
3. These Terms and Conditions of Sale are applicable to all Advertising Orders broadcast from 1<sup>st</sup> January 2017 to 31 December 2017. Only the Terms and Conditions of Sale published on the website of the Advertising Sales House, accessible from the URL address URL “<http://www.francetvpub.fr/>”, shall prevail. Any publication of the Terms and Conditions of Sale on another media is only made for indicative purposes.
 

The Advertising Sales House reserves the right to modify at any time the stipulations of these Terms and Conditions of Sale, it being specified that the modifications shall be applicable with effect from their publication, available on the website of the Advertising Sales House. In the event of modification of the Terms and Conditions of Sale, Orders validly concluded prior to the said modifications shall continue to produce their effects up until their term.
4. The conclusion of an Advertising Order by the Purchaser entails acceptance of these Terms and Conditions of Sale, the uses and regulation pertaining to the televised advertising, as well as the ethical advertising rules applicable in the zone of broadcast of the Media as they emerge from the Consolidated Code of the International Chamber of Commerce, the ethical recommendations of the Professional Regulatory Authority for Advertising (hereinafter called the “ARPP”), and the opinions of the Advertising Ethics Jury.

It is specified that any document whatsoever, addressed to the Advertising Sales House by the Purchaser, making reference to its own commercial conditions, only has an indicative value and does not entail any acceptance of the said conditions by the Advertising Sales House, which are not enforceable against it.

## **PURCHASE THROUGH THE INTERMEDIARY OF AN AGENT**

5. Advertising Orders may be passed directly by the Advertiser or, in its name and on its behalf through the intermediary of an Agent.

In the event of purchase by an intermediary, the provisions of the "Sapin" law no. 93-122 of 29 January 1993 shall apply whatever the place of establishment of the intermediary, when the advertising message is created for the benefit of a French business and it is principally received on French territory.

Any purchase of advertising space by an intermediary subject to the provisions of the "Sapin" law no. 93-122 of 29 January 1993 is made by virtue of an agency contract by the effect of which the Agent represents the Advertiser with the Advertising Sales House, the contractual obligations being established directly between the Advertiser and the Advertising Sales House. The Advertiser certifies the existence of the mandate of its Agent by providing the Advertising Sales House with the attestation of mandate conform to the model published by the Advertising Sales House for the calendar year.

In the event of multiple mandates, the intermediary must mandatorily respect the principle of separate management of the accounts for each Advertiser.

The Advertiser who mandates an intermediary for the purposes of executing its Orders, is forbidden from intervening in parallel with its Agent in any execution, confirmation, modification or cancellation of Orders, except for prior written derogation expressly granted by the Advertising Sales House.

The Advertiser undertakes to inform the Advertising Sales House of any modification relative to the mandate that it entrusts to its Agent and this, without delay, by recorded delivery letter with notice of receipt.

In respect of these Terms and Conditions of Sale, the stipulations relative to the Agent shall apply, where applicable, to the sub-Agent.

## **CHARACTERISTICS OF ORDERS**

6. Each Advertising Order is strictly personal to the Advertiser. In no event may it be transferred under any form and on any title whatsoever.
7. The Advertising Sales House reserve the right to broadcast several messages, in a single advertising screen, whoever the Advertiser is, pertaining to the similar products or services belonging to the same Sector Code.
8. The Advertising Sales House are free to refuse to execute an Order and/or to cancel it at any time, without payment of an indemnity, notably:
- where a message is susceptible of causing harm to their image or to their commercial, ethical or editorial interests,
  - where a message is susceptible of engaging their liability,
  - where a message is susceptible of offending the sensitivity of viewers.

Orders not executed on this basis will not be invoiced, the Advertiser not being able to claim any compensation from this fact.

9. Each Media additionally reserves the right to limit totally or partially and at any time the access to their advertising screens to certain categories of Advertiser taking account of:
- their statutory or regulatory obligations,
  - or even for reasons of image or of ethics.

10. The headings of advertising screens mentioned in the Orders or any other document only constitute references for placement inserted between or within the shows specified by the grill of programmes of the media, and not to the times of broadcast of the advertising messages, which the Purchaser acknowledges and accepts. Whatever the manner in which these headings are worded, they do not in any event constitute a commitment to broadcast a message at a precise time. By virtue of this fact, the Purchaser cannot assert any similarity or difference between the headings of commercials appearing in the Orders and the actual times of broadcasting the said screens. The Purchaser may not in any event claim any indemnity in respect of the times of broadcasting advertising messages.

## PURCHASE PROCEDURE

11. Prior to any reservation request, the Purchaser must ensure that the Advertising Sales House receives the "Advertiser identification sheet".

Any intermediary subject to the provisions of the "Sapin" law no. 93-122 of 29 January 1993, acting on behalf of an Advertiser, must furthermore mandatorily attach an attestation of mandate, duly completed, conform to the model published in these Terms and Conditions of Sale.

Any modification of the data intimated in "the Advertiser identification sheet" must be notified to the Advertising Sales House without delay by the sending of a new "Advertiser identification sheet". Failing which, the modifications requested by the Purchaser will not be enforceable against the Advertising Sales House.

12. The Purchaser may send its requests to reserve advertising spaces by fax, by e-mail for the period open to marketing with the scheduling department of the Advertising Sales House. This request will equate to an offer to purchase, on the conditions of these presents.

The digital registration by the Advertising Sales House of the request received, on the basis of the availabilities of the schedule, will equate to the acceptance of the request on the Terms and Conditions of Sale and Commercial Conditions of the Advertising Sales House and constitutes the Advertising Order and the firm sale of the advertising placement subject to the stipulations of these Terms and Conditions of Sale.

Advertising Orders accepted by the Advertising Sales House are confirmed to the Purchaser by the sending of a purchase order on paper.

Any subsequent modification of any element of the Advertising Order made in accordance with the stipulations of these Terms and Conditions of Sale gives rise to the sending within 24 working hours of the request for modification of a modified purchase order on paper, once per week.

13. The statement of Orders registered with the scheduling department of the Advertising Sales House on behalf of the Purchaser is accessible to this latter, by product code, on the extranet site of the Advertising Sales House the address of which is "<http://www.francetvpub.fr> subject to the attribution of a password and an access code which are strictly personal and confidential.

In order to obtain its access code and its password for 2017, the Purchaser must indicate to the scheduling department of the Advertising Sales House the surnames and forenames of the person authorised to confirm and consult the Orders by completing the application for an access code attached to these Terms and Conditions of Sale.

The Advertising Sales House recommends delivery in to the hands of the Purchaser of its access codes and password in a sealed envelope against discharge. Any other mode of transmission of the codes and password to the Purchaser (telephone, letter, e-mail, fax) is implemented at the exclusive request of the Purchaser under the sole responsibility of this latter.

The access codes and password may be modified periodically at the sole initiative of the Advertising Sales House or upon written and justified request of the Purchaser.

The Purchaser alone shall assume the full responsibility for the transmission of its confidential codes and password as well as the full responsibility for any use which shall be made of the said codes and password.

The Purchaser shall inform the Advertising Sales House, by recorded delivery letter with notice of receipt, of the changes of signatory representatives or of its intention no longer to use its codes and password it being specified that any request may only take effect at the end of a period of one working day following the date of receipt of the recorded delivery letter with notice of receipt of information.

The Purchaser having access to the Advertising Sales House's extranet site is obliged to consult its Orders within 48 hours of each registration or modification and to expressly formulate, within 48 hours, any claim in the event of disagreement concerning the Orders registered by the Advertising Sales House.

14. The Purchaser undertakes to validate its orders either:
- by returning the signed paper purchase order, or
  - by sending to the Advertising Sales House a signed printout of its Orders registered on the extranet site.

Failing which, the Purchaser shall be deemed to accept the Orders, in the state in which they were digitally registered in the schedule in the absence of a claim formulated in writing:

- within 5 days following the date of publication of the purchase order, for Purchasers not having access to the extranet.
- within 48 hours with effect from the updating of the Advertising Sales House's extranet site for Purchaser benefiting from access to the extranet.

The Advertising Sales House remains free to cancel, at any time, the Orders which shall not have given rise to written confirmation on the part of the Purchaser.

The Purchaser accepts the purchaser procedure with the Advertising Sales House as herein above defined and undertakes not to dispute beyond the period specified the Orders which will have been registered according to the procedures herein above described.

In any event, the production by the Advertising Sales House of the digital documents having registered the Orders, will equate to irrefutable proof of the formation of contract for the sale of advertising spaces signed by the Purchaser.

The Advertising Sales House may not be held liable for any fraudulent or malevolent action made on the computer or telephone network used.

## **MODIFICATION, CANCELLATION OF ORDERS**

15. Any cancellation of an Order by the Purchaser must be addressed in writing no later than 31 (thirty one) calendar days prior to the date of broadcast stipulated in the Order.

Failing which, the message or messages cancelled shall be invoiced in full to the Advertiser, the Advertising Sales House reserving the option to dispose of the spaces concerned.

At less than 31 (thirty one) calendar days from the broadcast ("Beyond Deadline" period), the elements constituting Orders may be modified subject to an immediate rescheduling of the Orders with the planning department, on the basis of availabilities, with a view to a broadcast within a period of 31 (thirty one) days with effect from the request for modification, and for a budget equal to budget allocated by the Orders thus modified.

In the absence of immediate rescheduling account taken of the availabilities of the schedule of a budget at least equivalent to that cancelled "Beyond the Deadline", the Orders initially reserved shall be invoiced in full to the Advertiser, the Advertising Sales House reserving the option to dispose of the advertising spaces freed up.

The Purchaser is no longer able to modify Orders at less than 7 (seven) days prior to broadcast.

## **TARIFF AND MODIFICATIONS OF TARIFFS**

16. The tariff applicable to a given Order is that in force on the date of broadcast.

The tariffs are indicated in Euros net of tax and the applicable VAT is added to the invoices where applicable. The tariffs published by the Advertising Sales House at the time of each opening of the schedule are susceptible of being modified, up or down, on the basis of the programming.



## Upward modifications of tariffs

Upward modifications of the tariffs are communicated to Purchasers at least 10 calendar days prior to broadcast for messages by any appropriate method taking account of the timescales. Exceptionally and notably by way of indication, in the event of broadcast of special shows or evolution of programme contexts notably by reason of events or of news, the Advertising Sales House reserves the option to modify the tariffs of the screens within a period of less than 10 days from broadcast.

In this event, upward modifications of tariffs may be communicated to Purchasers by any appropriate means taking account of the timescales.

In the event of upward modification of tariffs, the Purchaser may:

- either maintain its Order at the new tariff communicated;
- or ask the Advertising Sales House to immediately reschedule it in the same period and in other screens of a budget equivalent to that of the message or messages cancelled within the availabilities of the schedule;
- or choose to cancel, without indemnity, its Order or Orders affected by the increased tariff.

The cancellation of an Order must mandatorily be notified in writing, at the latest within 48 hours following the communication of the tariff increase.

In the absence of cancellation notified in the forms and within the timescales herein above specified, the Orders registered by the Advertising Sales House will be deemed to be accepted and the Advertiser will be liable for their payment in full at the due date.

A modified Order is addressed to the Purchaser in paper form in accordance with the stipulations of Article 12.

## Downward modifications of tariffs

Downward modifications of tariffs are communicated to Purchasers by any appropriate means, and enter into force upon their publication, without prior notice.

The purchaser must then mandatorily revise with the Advertising Sales House its budget following the said tariff reductions.

## MODIFICATION OF THE PROGRAMMING OF ADVERTISING SCREENS

17. The Advertising Sales House may exceptionally modify the characteristics of its screens on the basis of the modifications of programmes of the media or the necessary readjustment of its schedule.

If these changes affect the Purchaser's Orders, this latter is informed of this and may cancel the Order affected by these modifications without indemnity, the cancellation requiring to be notified in writing to the Advertising Sales House no later than 3 working days following the date on which the Purchaser was informed of the modification.

In the absence of cancellation notified in the forms and within the timescales herein above specified, the Orders registered by the Advertising Sales House will be deemed to be accepted and the Advertiser will be liable for their payment in full at the due date.

18. The Advertising Sales House and the Media reserve, notably in the event of *force majeure*, strike, any cause bound to obligations arising from agreements concluded by the Media with the French Audiovisual Board or any other competent authority, of necessity of the aerial or even in the event of disturbance in the organisation and/or the broadcast of programmes, the right to modify or cancel in whole or in part the dates and times of shows or the conditions of broadcast of advertising screens and the scheduled advertising Orders, without the Purchaser being able to assert any claim with or demand damages from the Advertising Sales House and the Media.

## PAYMENT TERMS

19. The invoices and credits will be established by the Advertising Sales House in the name of the Advertiser. Their original is addressed to the Advertiser and a duplicate is addressed where applicable to the Agent charged with checking the invoicing, in accordance with the attestation of mandate.

**The Advertiser is always the debtor of the payment of the Advertising Order, including in the event of payment mandate entrusted to its Agent.** Any payment or any advance made by the Advertiser to its Agent is not enforceable against the Advertising Sales House and does not discharge the Advertiser *vis-à-vis* the Advertising Sales House.

The Advertiser may, subject to its sole responsibility, give a mandate to the Agent to encash in its name and on its behalf the amount of the credits issued by the Advertising Sales House. The payment by the Advertising Sales House of the amount of the credits to the Agent discharges the Advertising Sales House *vis-à-vis* the Advertiser which assumes the sole risks of subsequent default of the Agent.

The invoice equates to report and proof of the conditions of broadcast of the Advertising Orders which are mentioned therein.

The invoices are payable to the Advertising Sales House by cheque or by bank transfer, at 30 days from the date of invoicing, on the 10<sup>th</sup> day of the month (or the first working day following if the 10<sup>th</sup> day of the month is not a working day), before 4:00 p.m., on the following due dates:

| MONTH OF INVOICE | INDICATIVE DATE OF ISSUING OF THE INVOICE | DUE DATE<br>(DEADLINE FOR RECEIPT OF CHEQUES) |
|------------------|---|---|
| January          | 01/31/2017                                | 03/10/2017                                    |
| February         | 02/28/2017                                | 04/10/2017                                    |
| March            | 03/31/2017                                | 05/10/2017                                    |
| April            | 04/28/2017                                | 06/12/2017                                    |
| May              | 05/31/2017                                | 07/10/2017                                    |
| June             | 06/30/2017                                | 08/10/2017                                    |
| July             | 07/31/2017                                | 09/11/2017                                    |
| August           | 08/31/2017                                | 10/10/2017                                    |
| September        | 09/29/2017                                | 11/10/2017                                    |
| October          | 10/31/2017                                | 12/11/2017                                    |
| November         | 11/30/2017                                | 01/10/2018                                    |
| December         | 12/29/2017                                | 02/12/2018                                    |

The Advertising Sales House must be in possession of the Advertiser's funds no later than the due date appearing on the invoice.

The regularisation invoices issued by the Advertising Sales House are payable on the due date mentioned on the invoice.

Drafts are not accepted.

20. The Advertising Sales House may demand full payment in advance or direct payment by the Advertiser of Advertising Orders or a bank guarantee, notably in the following cases:
- new Purchaser (new client for the Advertising Sales House);
  - Purchaser for which the Advertising Sales House has noted payment incidents or delays or a dispute which has arisen or is to arise;
  - Purchaser whose solvency should seem uncertain to it taking account of its situation.

Advance payment means that the Advertising Sales House must be in possession of the Advertiser's funds at least 10 (ten) days prior to the first broadcast. In this event, a pro-forma invoice is sent to the Advertiser, with a duplicate to the Agent where applicable. The definitive invoice being sent to the Advertiser at the end of the month during which the broadcast took place.

21. In the event of non-respect of the payment terms, Orders not yet executed may be automatically cancelled by the Advertising Sales House, without prior notice or indemnity and without prejudice to any other means of action.



In addition, late payment penalties at a rate of 15% (fifteen percent) shall be payable on sums not paid on the due date mentioned on the invoice, with effect from the first day following this date, on an annual basis of 360 days, prorata to the number of days of delay.

If the rate of 15 % should become less than three times the statutory interest rate, the penalty rate applied shall be three times the statutory interest rate rounded up to the nearest whole number.

In accordance with the provisions of Article L 441-6 of the Commercial Code, an indemnity of €40 (forty Euros) for recovery costs shall be automatically payable by France Télévisions Publicité International, without additional compensation. The Advertising Sales House reserves the right to refuse to take into account invoices which have not been paid at their due date for the calculation of discounts granted in the context of its Commercial Conditions.

Furthermore, the Advertising Sales House also reserves the right not to reimburse sums due to the Advertiser in respect of the settling of discounts upon completion and/or to compensate the amount of discounts upon completion with all sums for which the Advertiser remains debtor with regard to it, including the late payment penalties, which the Advertiser acknowledges and accepts.

22. The Advertising Sales House does not practice any reduction in the event of advance payment.

## **BROADCASTING INCIDENTS**

23. The payment of messages not broadcast for reasons such as *force majeure*, strike, exceptional events disturbing their broadcast and attributable to the Medium/Media or to the Advertising Sales House is not due, the Purchaser or the third party being not able to claim any compensation or indemnity in any event in this regard.

## **TECHNICAL CONDITIONS**

24. The Advertising Sales House may entrust all or part of the technical services herein after described to France Télévisions Publicité or to the Media, which the Purchasers acknowledge and accept.

These latter are informed of this by the Advertising Sales House in order that all the deliveries can be made directly with the Advertising Sales House or Media concerned.

In order to be broadcast, the broadcast media must be delivered to the Advertising Sales House, no later than ten (10) working days prior to the date of first broadcast.

Beyond this deadline, the price of the broadcast is due in full by the Advertiser, as if the broadcast had taken place.

## **CONDITIONS OF BROADCAST**

For any Media subject to French regulations, the conditions herein below set out apply:

25. Any Advertiser wishing to broadcast an advertising message on the screens must mandatorily ensure that the ARPP (Professional Regulatory Authority for Advertising) receives a copy of each of the messages in H264 format (also called mpeg4 or AVC part 10) ready to be broadcast in order to obtain a favourable opinion from the ARPP prior to any broadcast.

The ARPP is the self-regulatory organisation for advertising in France. It has as its aim conducting an action in favour of fair, truthful and wholesome advertising in the interest of advertising professionals, consumers and the public. It is in charge of the systematic examination prior to broadcast of all of the audiovisual advertising production.

The favourable opinion of the ARPP does not entail any commitment, even tacit, of the Media regarding the broadcast of the said advertising messages.

26. In order to be broadcast, the broadcast media must be delivered to the Advertising Sales House, with an order number and the favourable opinion of the ARPP no later than six (6) working days prior to the date of the first envisaged broadcast to the following address: 64-70, avenue Jean-Baptiste Clément, 92641 Boulogne-Billancourt Cedex.

Beyond this deadline, the price of the broadcast is due in full by the Advertiser, as if the broadcast had taken place. The schedule for the broadcasts of advertising messages on the spaces reserved must be delivered to the Advertising Sales House at the same time as the broadcast media, that is no later than six (6) days prior to the date of the first envisaged broadcast, on headed letter paper of the Agent or the advert creation agency.

It must be dated, signed and bear the seal of the Advertiser or of its Agency. It is considered as accepted by the Agency and its Advertiser.

If this deadline is not respected and if the advertising message may be, exceptionally, broadcast on telephone indication, subject to an immediate confirmation by fax by the Advertiser or its Agent, the possible errors or omissions in the broadcast of this advertising message shall engage the sole responsibility of the Advertiser, as well as that, possibly, of the Agent.

If the schedule for broadcast is not supplied in a written manner by letter, by fax or by email, the possible errors or omissions of broadcast shall pertain to the responsibility of the Advertiser or its Agent.

In the event that several schedules for broadcast should be supplied either by the Agent, or by the advert creation agency, or by the Advertiser, only the last schedule received within the timescales for set-up mentioned in the heading of these presents shall be taken into account.

27. It is specified that if the Advertiser in fact so requests by recorded delivery letter with notice of receipt from the Advertising Sales House, this latter undertakes to send it, within reasonable timescales, the proof of broadcast of the scheduled campaign.

## **MEDIA AND FORMATS**

28. All Purchasers thus have the possibility, without price supplement, of lodging their advertising messages on the website [www.francetvpub.fr](http://www.francetvpub.fr), via a personal secured access.

Each Purchaser wishing to use this services must first address to the Advertising Sales House a duly completed sheet requesting an access cost in order to receive an access code and a password permitting it secured access to the website [www.francetvpub.fr](http://www.francetvpub.fr) and thus preserving the confidentiality of its advertising messages.

The access codes and passwords thus attributed to the Purchaser are strictly personal, and exclusively reserved to natural persons duly authorised and designated by name on the sheet requesting the access code.

Consequently, and in order to preserve the quality of service and the security of access, the Advertising Sales House reserves the right, in the event of use of the access codes and passwords by third parties who shall not have been expressly authorised, to deactivate the said access codes and passwords and, at their request, to attribute new ones to the Purchasers concerned. Furthermore, the Purchaser undertakes to keep the Advertising Sales House informed, without delay, of any modification relative to one of the elements appearing on the sheet mentioned in the preceding paragraph. In the event of modification of the professional situation of one of the natural persons thus duly authorised, the Advertising Sales House shall proceed to deactivate the access codes and passwords which shall have been attributed to him/her.

### **Advertising messages may be supplied on the following two media:**

- **High definition ready to broadcast digital media file**
- **HD CAM 1080i/50 Cassette**

These two media permit all modes of broadcast (television, Internet, mobiles...) to be taken on in an optimal manner and to offer, at the same time new advertising screens giving the greatest impact to the brands, while conserving a broadcast without loss on the old standard modes of broadcast on 4/3.

The broadcast media must be delivered to the Advertising Sales House, no later than six (6) working days prior to the date of first broadcast. In the event of a change of the broadcast schedule, the Advertising Sales House reserves the right to modify the time-scale for delivery.

**The broadcast department of France Télévisions Publicité reserves the right to request Purchaser to deliver a single advertising message on different broadcast media.**

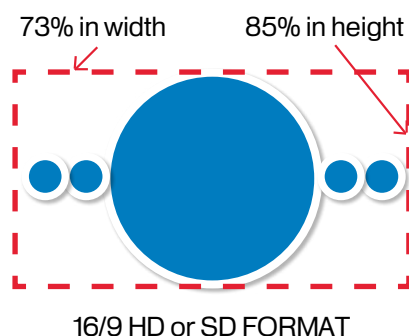
## **28.1 Standard common to all Ready to Broadcast media** (whatever the medium type):

- **Ratio of the image:**

It must mandatorily be in 16/9 (native or anamorphically transformed according the video formats).

- **Safe areas:**

The reading of the media on video equipment must mandatorily respect following guidance in terms of safe areas (herein after “safe area”):



- It is this necessary to provide for a “safe area” on the 16/9 element of 85% in height and of 73% width (in red on the schema) in order to ensure that all of the “text and logo” elements of the message will be broadcast on all types of screens.

- **Sound level:**

The French Audiovisual Board adopted on 19 July 2011 a deliberation relative “to the technical characteristics of the sound intensity during broadcast of television programmes and advertising messages”.

The average sound intensity, measured according to ITU-R BS-1770-2 recommendation, of the advertising sequences and of each of the messages that it contains, is configured according to the following conditions:

- the average sound intensity measured is lower than or equal to -23 LUFS.
- the short duration sound intensity measured is lower than or equal to -20 LUFS.

In the event that these values should not be respected: France Télévisions Publicité may adjust the sound level to make it conform to the standard imposed.

## **28.2 High definition ready to broadcast digital media file**

The HD ready to broadcast file shall be transmitted via internet on the website: **[www.francetvpub.fr](http://www.francetvpub.fr)**

An exhaustive list of file formats is available on this website.

The following formats are accepted:

- XDCAM HD422 50Mb/s (.mov) or (.mxf)
- DVCPRO HD 100Mb/s (.mov) or (.mxf)
- XDCAM HD 35Mb/s (.mov). or (.mxf)

Although not recommended on account over their weaker quality (visible by television viewers and internet users), non HD files, in the following standard SD formats are accepted:

- IMX 50Mb/s (.mov) or (.mxf)
- DVCPRO50 (.mov) or (.mxf)
- MPEG2 50Mb/s CBR (.mxf) or (.mov)
- DV 25Mb/s (.mov) or (.mxf)

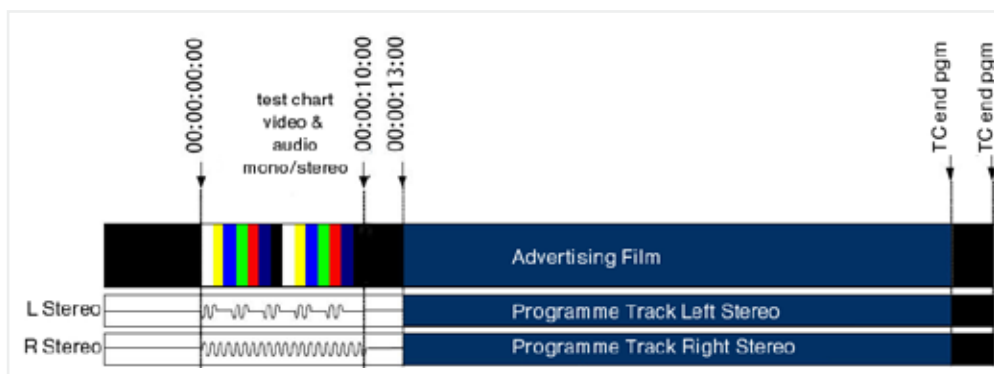
Whatever the file type chosen, this latter must contain a temporal and increasing temporal code and be structured as follows:

00:00:00:00 Test card 75% 1VCC integrating a sound of 1000 Hz = -18 dBFS on tracks 1.2

00:00:10:00 Black coded

00:00:13:00 Advertising film (duration: X seconds)

00:00:13+X:00 Black Coded (duration: 3 seconds)



### 28.3 HDCAM 1080i/50 Cassette (The HDCAM SR is not accepted).

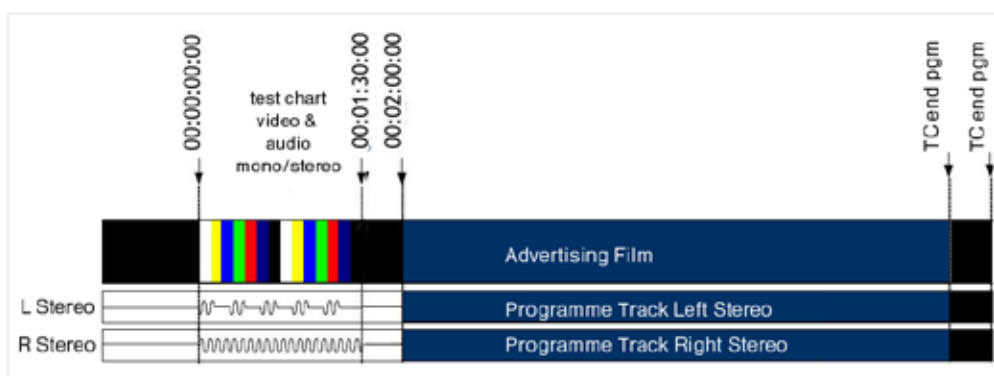
The image supplied on this media must be natively in HD.

Its stereo on track 1 and 2 (AES1)

Although not recommended on account of its weaker quality (visible by television viewers and internet users), the anamorphically transformed Digital Betacam standard PAL 16/9 cassette is accepted.

The video image must be present on all the width available, except in the event of creative intention.

Its stereo on track 1 and 2 (AES1)



29. The Advertiser gives all powers to the Advertising Sales House to make modifications to the advertising messages received in the aim of ensuring their adaptation to the conditions of broadcast of the Media with a view to execution of its Advertising Orders. The Advertiser warrants the Advertising Sales House and the Media against any action or claim of any third party and notably authors, composers, artists-interpreters or performers, editors, producers and, more generally, of any person who should consider having any right to assert regarding all or part of the said advertising messages by reason of their broadcast by the Media.
30. The Advertising Sales House shall verify that the actual duration of the advertising media delivered corresponds strictly to that of the space reserved, this with frame accuracy. The advertising message shall be refused if that verification reveals that the duration of the message delivered does not correspond to that of the space reserved in accordance with the stipulations of the Advertising Order.
31. All costs notably of production, copying, copyright, related rights and others are the responsibility of the Advertiser.
32. Beyond a period of 3 calendar days after the first broadcast of an advertising message, no claim of a technical nature concerning the quality of production, of broadcast or the broadcast schedule of the advertising message shall be considered.

- 33.** Regarding any Medium subject to French regulations, to the extent that on altogether exceptional basis, an advertising message should be staged without the opinion of the ARPP (Professional Regulatory Authority for Advertising) the fact of receiving a “do not broadcast” or “cease broadcasting” or “to be modified” shall lead to the payment by the Purchaser of a penalty of 1,500 Euros net of tax per modified advertising screen up to the limit of 15,000 Euros net of tax.

The Advertising Sales House as well as the Media may be held liable for losses or damage suffered by the video tapes or documents on the occasion of the execution of the Advertising Order, prior to their arrival at France Télévisions Publicité.

- 34.** All magnetic media must be uplifted by the Purchaser from the Advertising Sales House, within a period of six months after the first broadcast.

Beyond this period, the magnetic media shall be destroyed at the initiative of the Advertising Sales House.

Generally, the Purchaser shall inform the Advertising Sales House in writing and this, as soon as possible of any definitive stopping of broadcasting of an advertising message.

## **RESPECTING THE REGULATION OF THE CONTENT OF ADVERTISING MESSAGE**

- 35.** Advertisers are solely and uniquely responsible for the content of their advertising messages.

Advertiser undertake to deliver the Advertising Sales House advertising messages which are conform to the regulations in force as herein before specified each of the Media, which do not use subliminal techniques, and do not contain any libellous or damaging imputation or allusion with regard to third parties. Advertisers warrant the Advertising Sales House and the Media to this end.

The broadcast of advertising messages of Advertisers on the Media does not mean that the Advertising Sales House or the Media consider that these advertising messages respect the regulations.

Any advertising message that the Advertising Sales House or the Media consider as not respecting the regulations shall not be broadcast, or shall no longer be broadcast even if it has been the subject of previous broadcasts on the Media.

## **GENERAL PROVISIONS**

- 36.** The Advertiser is responsible for obtaining and paying for all rights and authorisations necessary to the execution of its Advertising Orders on the Media whatever the modes of broadcast or of distribution.

In this regard the Advertiser warrants the Advertising Sales House and the Media against any action or claim of any third party and notably of authors, composers, artists-interpreters or performers, editors, producers and, more generally of any person who should consider themselves aggrieved by the advertising messages on any title whatsoever, including therein in the event of deterioration of the quality of receipt, and this, whatever the mode of broadcast or of distribution of the Media.

Furthermore, the Advertiser expressly acknowledges and accepts that the conclusion of the Advertising Order confers upon the Advertising Sales House the right to:

- reproduce, represent and, where applicable, adapt the advertising messages, which shall be delivered to it on any medium with a view to a communication to the public for free, notably on the Advertising Sales House's websites Internet or extranet and this, as many times as the Advertising Sales House shall so wish;
- represent the said messages according to the processes in use in the sector of activity, to make copies of them in such number as shall please the Advertising Sales House, with a view to a communication for a professional use and, notably, in view of the information of the Advertisers and their Agents;
- broadcast the messages on the websites of the Media taking account of the full resumption of the signal of certain programmes.

The Advertiser undertakes to obtain all the necessary authorisations and warrants the Advertising Sales House and the Media against any dispute connected to these uses.

37. The Advertiser which mentions in its advertising messages the names and/or addresses of websites, or of the names and/or the numbers of telephone or telematic services, certifies that the content of the websites and telephone or telematic services may not, directly or indirectly, contravene any law, without prejudice to the stipulations of Articles 9 herein above, nor more generally, legislation in force.

The Advertiser warrants the Advertising Sales House in this regard.

In the event of the Advertiser and/or the Advertising Sales House being called into question in respect of the promotion of these websites or telephone or telematic services, the Advertising Sales House may immediately interrupt the broadcast of the advertising messages in question, without the Advertiser being able to formulate the least claim on this subject with regard to the Advertising Sales House or the Media.

38. The Purchaser acknowledges that the electronic files exchanged with the Advertising Sales House on the occasion of the execution of Advertising Orders are susceptible of forming the subject of intrusions or of contaminations by a third party, notably on the occasion of transmission by internet. In this regard, the Advertising Sales House may not be held liable for the direct and/or indirect damages which should result for the Purchaser from computer viruses or from any other malevolent or harmful programme capable of leading to malfunctions, blockages and/or alterations of data in computer systems or during the broadcast of advertising messages on the Media.
39. France Télévisions Publicité undertakes not to disclose the confidential information to which it may have access in the context of the Advertising Orders. There shall be considered as confidential, all the information, whatever its nature, or the media, which shall have been previously signalled in writing as being confidential by the Purchasers.

France Télévisions Publicité undertakes to maintain the confidentiality of the said information up until the date of first broadcast on the Medium/Media of the advertising message(s).

#### **APPLICABLE LAW**

40. Contracts concluded between the Advertising Sales House and the Purchaser are subject to French law, applicable alone both regarding their formation and for their interpretation and their execution, and only their version drafted in the French language shall prevail.

#### **DISPUTES**

41. Any dispute or any litigation capable of resulting from the interpretation and/or execution of these presents, of which only the version drafted in the French language shall prevail and more generally from the formation and execution of advertising orders, falls exclusively within the jurisdiction of the courts for Paris, including therein in the event of related claims giving rise to consolidation of the litigation claims, call on guarantee or of several defenders.



4

# TERMS AND CONDITIONS OF SALE OF SPONSORSHIP SPACES ON FRANCE TÉLÉVISIONS PUBLICITÉ INTERNATIONALE

APPLICABLE TO SPONSORSHIP MESSAGES BROADCAST  
BETWEEN 1<sup>st</sup> JANUARY 2017 AND 31<sup>st</sup> DECEMBER 2017

1. These conditions (hereinafter “Terms and Conditions of Sale”) are applicable to the sale of sponsorship spaces broadcast on:

- **international channels:** Deutsche Welle (German regulation), TV5Monde (French regulation), TV5Monde Style HD (French regulation), France 24 (French regulation), M-Net Action (South African regulation), M-Net East (South African regulation), M-Net West (South African regulation), M-Net Movies 1 (South African regulation), M-Net Movies 2 (South African regulation), M-Net Series (South African regulation), Supersport 3 (South African regulation), Africa Magic (South African regulation), Channel o (South African regulation), Africable (Malian regulation), (hereinafter “the Media” or “the Medium” each for their part),  
*of which France Télévisions Publicité, acting under the business name “France Télévisions Publicité International” (hereinafter called “the Advertising Sales House”), société anonyme (public limited company), with capital of 38,100 Euros, having its registered office at Boulogne-Billancourt (92641) 64-70, avenue Jean-Baptiste Clement, SIREN number 332 050 038 Trade and Companies Register for Nanterre, assures the advertising Advertising Sales House and is alone authorised to market the sponsorship operations.*

In the context of these Terms and Conditions of Sale, the following terms have the following meaning:

- **“Advertiser”** or **“Sponsor”** the legal entity on whose behalf the Sponsorship Operation is broadcast.
- **“Agent”** any agency or any intermediary acting in the name of and on behalf of an Advertiser duly mandated by a written contract. In the event that the provisions of the “Sapin” law no. 93-122 of 29 January 1993 should not be applicable, the intermediary of the Advertiser shall not be bound to intervene in the legal context of the mandate.
- **“Purchaser”** any Advertiser, Sponsor or Agent acting in the name of and on behalf of the Advertiser or of the Sponsor by virtue of a written mandate and subscribing to a Sponsorship Operation.
- **“Sponsorship Operation”** or **“Operation”** “ any contribution of a business or a legal entity, public or private, not exercising the activity of publishing television services or on demand audiovisual media or production of audiovisual works, to the financing a televised programme in order to promote its name, its brand, its image, its activities or its creations in accordance with Article 17 of decree no. 92-280 of 27 March 1992.

## 2. Domain of application and validity

These Terms and Conditions of Sale are applicable to the Sponsorship Operations broadcast on the Media from 1<sup>st</sup> January 2017 and 31 December 2017.

Only the version published on the website of the Advertising Sales House, accessible from the URL address URL “<http://www.francetvpub.fr>”, shall prevail. Any publication of the Terms and Conditions of Sale on another media is only made for indicative purposes.

The Advertising Sales House reserves the right to modify at any time the stipulations of these Terms and Conditions of Sale, it being specified that the modifications shall be applicable with effect from their publication in the flash programme, available on the website of the Advertising Sales House, and of the updating of the Terms and Conditions of Sale published on the said website. In the event of modification of the Terms and Conditions of Sale, Sponsorship Operations validly concluded prior to the said modifications shall continue to produce their effects up until their term.

## 3. Applicable Regulation

Sponsorship is regulated notably by the provisions of decree no. 92-280 of 27 March 1992 for all Media subject to French regulation. For other Media, the regulation specific to their nationality is applicable.



## THE OFFER OF SPONSORSHIP

### 4. Acceptance of the Terms and Conditions of Sale

The conclusion of a Sponsorship Operation entails the acceptance by the Purchaser of these Terms and Conditions of Sale, as well as the respecting of the regulations in force concerning sponsorship.

It is specified that any document whatsoever, addressed to the Advertising Sales House by the Purchaser, making reference to its own commercial conditions, only has an indicative value and does not entail any acceptance of the said conditions by the Advertising Sales House, which are not enforceable against it.

### 5. Right of refusal of the Media

Each Media reserves the possibility to refuse:

- any Sponsor which it should estimate does not correspond to its image or to that of the programme concerned;
- or any sponsorship which would cause harm to its commercial or editorial interest;
- or any Sponsor or any sponsorship for reasons of image or of ethics, or even for reasons connected to obligations inherent in its specifications.

### 6. Commercial Proposals

Shows opened to sponsorship on the Media, other than those for which a sponsorship agreement has already been concluded prior to the grill of programmes having been published, are marketed by the Advertising Sales House, in the name of the Media, under the form of “commercial proposal”, regularly updated and which specify the characteristics of the show, the conditions of the Sponsorship Operation, the applicable tariff and where applicable the specific conditions of reservation.

Furthermore in the context of the new regulatory provision of Chapter II with the title “Sponsorship” of the decree no. 92-280 of 27 March 1992, and for any commercial proposal accepted prior to the entry into force of the said decree thus modified, the Advertising Sales House shall address by any appropriate means to the Purchasers concerned, no later than 15 calendar days after the date of entry into force of the modified decree, a corrective commercial proposal.

It is specified that in the event of a corrective commercial proposal, the Purchaser concerned may:

- either maintain its Sponsorship Operation on the commercial conditions initially envisaged and respecting the former regulatory provisions;
- or accept the corrective commercial proposal. In this event, any contract in the course of execution must be modified by means of a deed of amendment.

In any event, it is mandatory that the Purchaser must be notified in writing to the Advertising Sales House no later than within the 10 (ten) working days following the date of issuing the corrective commercial proposal. In the absence of a choice by the Purchaser in the forms and within the above mentioned timescales, it is presumed to have renounced the benefit of the corrective commercial proposal.

### 7. Mandate

Sponsorship Operations may be passed directly by the Advertiser or, in its name and on its behalf through the intermediary of an Agent.

In the event of purchase by an intermediary, the provisions of the “Sapin” law no. 93-122 of 29 January 1993 shall apply whatever the place of establishment of the intermediary, when the Sponsorship Operation is created for the benefit of a French business and it is principally received on French territory.

Any purchase of sponsorship space by an intermediary subject to the provisions of the “Sapin” law no. 93-122 of 29 January 1993 is made by virtue of an agency contract by the effect of which the Agent represents the Advertiser with the Advertising Sales House, the contractual obligations being established directly between the Advertiser and the Advertising Sales House. The Advertiser certifies the existence of the mandate of its Agent by providing the Advertising Sales House with the attestation of mandate conform to the model published by the Advertising Sales House for the calendar year.

In the event of multiple mandates, the intermediary must mandatorily respect the principle of separate management of the accounts for each Advertiser.

The Advertiser who mandates an intermediary for the purposes of executing its Operations, is forbidden from intervening in parallel with its Agent in any execution, confirmation, modification or cancellation of Operations, except for prior written derogation expressly granted by the Advertising Sales House.

The Advertiser undertakes to inform the Advertising Sales House of any modification relative to the mandate that it entrusts to its Agent and this, without delay, by recorded delivery letter with notice of receipt.

In respect of these Terms and Conditions of Sale, the stipulations relative to the Agent shall apply, where applicable, to the sub-Agent.

## **8. Priority of Purchase**

Only long term Sponsorship Operation (minimum of 6 consecutive months) may benefit from a priority of purchase for the same period for the following year.

The conditions of application of this priority of purchase are specified in the initial sponsorship contract, notably its expiry shall be fixed at least four months prior to the date of first broadcast of the sponsored show(s).

If at the expiry of the priority period, the priority Advertiser has not notified the Advertising Sales House in writing of its intention to repeat the operation, then the Advertising Sales House may freely market the sponsorship of the show(s).

## **9. The Official Partners**

Independently of the stipulations of article 10 hereinafter, the “official partners” Advertisers of sporting events benefit from a right of priority of purchase of the sponsorship measures of retransmissions of the said sporting events. This priority of purchase takes away any priority possibly recorded in the sponsorship contract previously concluded with another Advertiser.

## **10. The taking of an option**

Any Purchaser may retain with the Advertising Sales House, in the form of an option, one or more shows proposed for sale, by clearly indicating the name of the show, the dates selected, the name of the sponsor and of its brand, as well as the financial amount of the Operation. The Advertising Sales House reserves the right not to record options regarding certain shows. This decision forms the subject of an information for the attention of Purchasers. In any event, the Advertising Sales House only considers, for each measure proposed, the first three options which are communicated to it.

The options are considered by chronological order of receipt.

For this purpose, the option(s) must from the subject of a sending by recorded delivery, by fax or by any other manner which may permit the date of receipt of the option to be determined.

### **10.1 An option is only valid**, if it is received from an Agent provided that the attestation of the aforesaid mandate is attached.

An option is personal to an Advertiser and may not be assigned.

### **10.2 Any option coming from a Purchaser must mandatorily mention the acceptance of these Terms and Conditions of Sale** in order to be considered.

### **10.3 The Advertising Sales House acknowledges receipt of the option by fax or by e-mail by indicating to the Purchaser the date of expiry of the option.**

Once this date has passed and in absence of confirmation, the option becomes void.

- 10.4** If several Purchasers have placed an option for a single Operation and if a Purchaser makes a firm proposal of purchase, the period of 48 (forty eight) hours begins to run, for all the Purchasers having placed an option, on the day following the date of confirmation of the Purchaser.

The firm confirmations of purchase received during this period of 48 (forty eight) hours are considered respecting the chronological order of receipt of the options.

The term of the option may not in any event be extended, in particular in the event of the event of a period of 48 (forty eight) hours beginning to run 24 (twenty four) hours prior to the end of the term of the option.

- 10.5** The Advertising Sales House reserves **the right to propose for sale offers on which an Advertiser benefits from a priority of purchase** in application of Articles 8 and 9.

These offers may form the subject of a firm purchase or of options by other Purchasers, subject to the condition precedent of the non-exercise of its right of priority by the Advertiser benefiting from it.

In the event of proposal of firm purchase by other Purchasers, these proposals shall be taken into account by chronological order of receipt.

On the date of expiry of the priority of purchase, the Advertising Sales House, on the basis of the decision of the priority Purchaser, shall confirm or not the proposals of firm purchase of other Purchasers.

In the event of purchase options by other Purchasers, the Advertising Sales House shall only consider the first three options which are communicated to it by chronological order of receipt.

If a Purchaser makes a proposal of firm purchase, the Purchaser(s) benefiting from an option shall see the stipulations of article 10-4 applied.

## **11. Conclusion of the Sponsorship Operation**

Each Sponsorship Operation is personal to the Advertiser and may not be assigned.

It forms the subject of a specific contract between the Advertising Sales House and the Purchaser which, on a case by case basis, specifies the content thereof.

- 11.1** When a commercial proposal of sponsorship is placed on the market by the Advertising Sales House and a Purchaser makes a firm proposal validated by the Advertising Sales House, no other sale may be substituted for the first.
- 11.2** For Sponsorship Operations with a games module, the purchase shall only be taken into account by the Advertising Sales House if the detail and the amount of the lots offered are communicated at the time of the confirmation of purchase.
- 11.3** The Media reserve the right to broadcast un-sponsored trailers.
- 11.4** The sponsorship contract must mandatorily be returned signed to the Advertising Sales House two weeks after the sending of the contract for signature.

Failing which, the Advertising Sales House reserves the right to cancel the programmed Sponsorship Operation.

At the time of firm reservation, the Advertising Sales House may require the Purchaser to make a down payment. In the event of cancellation, this down payment remains vested in the Advertising Sales House.

## **12. Cancellation**

- 12.1** Any cancellation of a Sponsorship Operation by the Purchaser must be addressed in writing to the Advertising Sales House.

**12.2** In the event of cancellation by the Purchaser of a firm reservation, more than 4 (four) weeks prior to the start of the Sponsorship Operation, that is to say from the broadcast of the first show concerned or from the recording of it, the Purchaser must pay the Advertising Sales House an indemnity of an amount equal to 25% (twenty five per cent) of the total budget net of tax of the Operation.

**12.3** In the event of cancellation by the Purchaser of a firm reservation within a period less than or equal to 4 (four) weeks prior to the start of the Sponsorship Operation, that is to say from the broadcast of the first show concerned or from the recording of it, the Purchaser must pay the Advertising Sales House an indemnity according to the following conditions:

- 100 % (one hundred per cent) of the amount net of tax due by the Purchaser in respect of the broadcasts and/or the recordings of the Sponsorship Operation envisaged within the 30 (thirty) days following the date on which the operation would have taken effect (broadcast of the first show).
- and 25 % (twenty-five per cent) of the amount net of tax due for the rest of the Operation.

### **13. Termination**

**13.1** The termination at the initiative of the Purchaser of a contract in the course of being executed, must be notified to the Advertising Sales House by recorded delivery letter with proof receipt. The termination can only take effect at the end of a period of 15 (fifteen) days prior notice, with effect from the date of receipt of the recorded delivery, it being specified that this period may contractually be longer according to the term of the Operation and/or the type of show sponsored.

**13.2** In this event, the amount of the indemnity due by the Purchaser is:

- In the case of an Operation of a term less than or equal to one month, the indemnity will be equal to 100% (one hundred per cent) of the total budget net of tax of the Operation,
- In the case of an Operation of a term greater than one month, the indemnity will be at least equal to 100% (one hundred per cent) of the amount net of tax due by the Purchaser in respect of the broadcasts and/or the recordings of the Sponsorship Operation specified within the 30 (thirty) days which follow the effective date of the termination by the Purchaser, without this sum being able to be less than 25% (twenty five per cent) of the budget net of tax due by the Purchaser, as at the date of termination, for the rest of the Operation.

### **14. Co-sponsorship**

**14.1** In the event that the sponsorship measure is open to a co-partnership, it is not possible to have two Advertisers from the same sector of activity in a single measure.

“Sector code” means the code of eight figures composed of the family number, the class number, the sector number and variety number permitting the connection of the product or service that the Purchaser wishes to promote to a variety of product or service of the “sector codes nomenclature” grill published by the Advertising Sales House.

**14.2** The first Advertiser to have confirmed its purchase benefits from the right to choose its order of citation in the context of the sponsorship measure (billboard, voice over, etc.). This order of passage may not in any event be varied within the billboards and trailers. Furthermore, no rotation is possible.

However, where an Advertiser has a priority over a measure in application of Articles 8 and 9 it shall automatically have priority in the order of citation.

In the event of presence of several Advertisers already presents in 2016 concerning the same measures, the chronological order of confirmation of purchase shall be respected for the choice of the order of citation.

**14.3** The Advertiser can never object to the show that it sponsors being co-sponsored by media associated with the promotion of the show in question.

## **15. Offers Associated with the Sponsorship Operation**

- 15.1** The Advertiser may not object to there being advertising messages pertaining to competitors or to brands competing with its own being present in the advertising screens preceding or following the sponsored show. Each sponsorship contract is independent of other sponsorship contracts and advertising orders.

Nonetheless, if the Advertiser requests it and subject to the availability of the Schedule, the Advertising Sales House may propose to the Advertiser to be present in the advertising screens preceding or following the sponsored show.

- 15.2** Any Advertiser sponsoring a show may not object to the Media associating themselves with another partner with a view to providing gifts for the games that they may organise within the said show.

## **CREATIONS OF PRODUCTION SPECIFIC TO THE SPONSORSHIP**

### **16. Technical Costs**

The technical costs and costs of creation of the elements of the sponsorship are not included in the budget of the Sponsorship Operation.

### **17. Control of the Elements to be Broadcast**

The citations and animations specific to the Sponsorship Operation are subject to the control and prior agreement of each Media concerned by the Operation.

### **18. Incidents**

In the event of an evolution of regulations, the Advertising Sales House reserves the right to cancel the broadcast of the billboard of the Advertiser, without delay. The Sponsorship Operation may be cancelled under the conditions of Article 12.

### **19. Production of the Elements of Sponsorship.**

The elements of sponsorship (billboards of shows and/or competition games, trailer, packshot of visualisation of lots, etc.) as well as the screen-dressings may be produced by France Télévisions Publicité Conseil, société par actions simplifiée (simplified joint stock company) with capital of €40,000, having its registered address at Boulogne-Billancourt (92641), 64-70 avenue Jean-Baptiste Clément, SIREN number 382 258 622 Trade and Companies Register for Nanterre, at the written request of the Advertiser and after prior written agreement of France Télévisions Publicité Conseil.

In this event any exploitation, other than that specified in the context of these presents, of the elements of sponsorship (billboards of shows, trailer, etc.) as well as the screen-dressings is subject to the prior written authorisation of France Télévisions Publicité Conseil.

### **20. Arrangements for Production**

- 20.1** In all the cases where France Télévisions Publicité Conseil assures the production of the elements of sponsorship, this is done in coordination with the Purchaser.

- 20.2** France Télévisions Publicité Conseil transmits to the Purchaser a storyboard proposal accompanied by a quote relative to the costs of production, by recorded delivery letter with notice of receipt, by fax, or by any other means which permits the date of receipt of the proposal to be determined in a certain manner.

The Purchaser must return the quote signed. In any event, a period of validity of the quote will be fixed by joint agreement between France Télévisions Publicité Conseil and the Purchaser. In the absence of response during this period, the quote shall be deemed to be void.

The invoice established by France Télévisions Publicité Conseil is payable at thirty (30) days from the date of the invoice, on the 10th day of the month, in accordance with Article 26 herein after.

## **21. Warranty of Peaceful Possession of the Elements Supplied**

- 21.1** The Advertiser warrants to the Advertising Sales House, the Media and France Télévisions Publicité Conseil that the creations communicated by it or its Agent to the Advertising Sales House, with a view to producing the elements of sponsorship do not use subliminal techniques and that their content does not contravene any law, rule or legislation in force and does not contain any libellous or damageable allusion with regard to third parties.
- 21.2** In particular, the Advertiser warrants to the Advertising Sales House, the Media and France Télévisions Publicité Conseil that the said creation does not infringe any third party intellectual property right (copyright, designs and models, trademarks and other distinctive signs, etc.) nor personality rights and, in particular, the rights to the image of third parties.

## **22. Obtaining Third Party Rights**

- 22.1** The Advertiser is responsible for obtaining and paying for all rights of reproduction, adaptation, representation, translation and, more generally any literary or artistic property rights and/or industrial property rights pertaining to distinctive signs, photographs, music, video and other elements that it provides with a view to their broadcast on the Media, in the context of the creations specific to the Sponsorship Operation.
- 22.2** The Advertiser warrants the Advertising Sales House, the Media and France Télévisions Publicité Conseil against any action whatsoever coming, notably from authors, producers, directors, interpreters or any other person who should consider themselves aggrieved by the sponsorship creations, in any regard whatsoever.
- 22.3** The Advertiser expressly acknowledges and accepts that the conclusion of a sponsorship contract grants the Media the right to broadcast the sponsorship creations, whatever the terminal of receipt, including these in the event of full resumption of the signal of certain programmes with a view to their broadcast on any media of telecommunication.

The Advertiser acknowledges owning all the rights necessary to the broadcast of these creations on these Media and warrants the Advertising Sales House in this regard.

## **23. Uses Connected with the Sponsorship Operation**

- 23.1** The conclusion of a sponsorship contract gives the Advertising Sales House the right to proceed to broadcast the sponsorship creations, outside the shows having from the object of the sponsorship contract in the context of the Advertising Sales House's internal and external communication and this notably for the information needs of Purchasers, which the Advertiser expressly consents to, both for itself and on behalf of any third party having contributed to the realisation of the elements of sponsorship.
- 23.2** Outside the citations expressly specified by the sponsorship contract, this latter does not confer upon the Advertiser, any right present or future, of any nature whatsoever, regarding the show subject of the contract.

The Advertiser undertakes not to influence, in any manner whatsoever, the content of the sponsored programme.

- 23.3** The Purchaser undertakes not to use and this, in any manner, the broadcast of the programme as a Medium of launch or of promotion of a product, of a brand, whether made at the same time as the broadcast or not, nor to use any elements of the programme in a promotional or advertising aim without the prior, written agreement of the Media.
- 23.4** Any mention on other media (point of sale advertising, press, radio, etc.) of the Sponsorship 'Operation established on the Media, notably in a promotional goal and/or any use of the programme, of its elements (persons, title, name of the animators, etc.) of the brands of the channels concerned must be submitted in advance to the Advertising Sales House for express agreement of the said Media.

In the event of agreement of the Media, a quote concerning the possible use of the name of the Media, of the title of shows or of the name of its animators or any other element, shall be established by the Media.



## PAYMENT TERMS

24. The invoices and credits will be established by the Advertising Sales House in the name of the Advertiser. Their original is addressed to the Advertiser and a duplicated is addressed where applicable to the Agent charged which checking the invoicing, in accordance with the attestation of mandate.

**The Advertiser is always the debtor of the payment of the Sponsorship Operation, including in the event of payment mandate entrusted to its Agent.** Any payment or any advance made by the Advertiser to its Agent is not enforceable against the Advertising Sales House and does not discharge the Advertiser *vis-à-vis* the Advertising Sales House.

The Advertiser may, subject to its sole responsibility, give a mandate to the Agent to encash in its name and on its behalf the amount of the credits issued by the Advertising Sales House. The payment by the Advertising Sales House of the amount of the credits to the Agent discharges the Advertising Sales House *vis-à-vis* the Advertiser which assume the sole risks of subsequent default of the Agent. The invoice equates to report and proof of the conditions of broadcast of the Sponsorship Orders which are mentioned therein.

25. The invoices are payable to the Advertising Sales House by cheque or by bank transfer, at 30 days from the date of invoicing, on the 10<sup>th</sup> day of the month (or the first working day following if the 10th day of the month is not a working day), before 4:00 p.m. (Paris time), on the following conditions:

| MONTH OF INVOICE | INDICATIVE DATE OF ISSUING OF THE INVOICE | DUE DATE<br>(DEADLINE FOR RECEIPT OF CHEQUES) |
|------------------|---|---|
| January          | 01/31/2017                                | 03/10/2017                                    |
| February         | 02/28/2017                                | 04/10/2017                                    |
| March            | 03/31/2017                                | 05/10/2017                                    |
| April            | 04/28/2017                                | 06/12/2017                                    |
| May              | 05/31/2017                                | 07/10/2017                                    |
| June             | 06/30/2017                                | 08/10/2017                                    |
| July             | 07/31/2017                                | 09/11/2017                                    |
| August           | 08/31/2017                                | 10/10/2017                                    |
| September        | 09/29/2017                                | 11/10/2017                                    |
| October          | 10/31/2017                                | 12/11/2017                                    |
| November         | 11/30/2017                                | 01/10/2018                                    |
| December         | 12/29/2017                                | 02/12/2018                                    |

The Advertising Sales House must be in possession of the Advertiser's funds no later than the due date appearing on the invoice. The regularisation invoices issued by the Advertising Sales House are payable on the due date mentioned on the invoice. Drafts are not accepted.

26. The Advertising Sales House may demand full payment of the Sponsorship Operations and the direct payment by the Advertiser or a bank guarantee, notably in the following cases:
- New Purchaser (new client for the Advertising Sales House);
  - Purchaser for which the Advertising Sales House has noted payment incidents or delays or a dispute which has arisen or is to arise;
  - Purchaser whose solvency should seem uncertain to it taking account of its situation.

Advance payment means that the Advertising Sales House must be in possession of the Advertiser's funds at least 15 days prior to the first broadcast of an Operation.

In this event, a pro forma invoice is sent to the Advertiser, with the sending of a duplicate where applicable to the Agent, the definitive invoice being sent to the Advertiser at the end of the month during which the broadcast took place.



27. In the event of non-respect of the payment terms, Operations not yet executed may be automatically cancelled by the Advertising Sales House, without prior notice or indemnity and without prejudice to any other means of action.

In addition, a penalty of 15 % (fifteen percent) shall be payable on sums not paid on the due date mentioned on the invoice, with effect from the first day following this date, on an annual basis of 360 days, prorata to the number of days of delay.

If the rate of 15 % should become less than three times the statutory interest rate, the penalty rate applied shall be three times the statutory interest rate rounded up to the nearest whole number.

Finally, in accordance with the provisions of Article L 441-6 of the Commercial Code, an indemnity of €40 (forty Euros) for recovery costs shall be automatically payable by the Advertising Sales House, without to additional compensation.

28. The Advertising Sales House does not practice any reduction in the event of advance payment.

## **BROADCASTING INCIDENTS**

29. The dates, times and durations of broadcast of the show(s) and possible of the trailers, subject of the sponsorship contract, are given purely by way of indication and without warranty.

The Media reserve the right to modify in whole or in part the dates, times and durations of shows or to cancel them, without the Purchaser being able to assert with the Advertising Sales House or the Media, any claim, nor to demand any damages notably in the event of:

- *force majeure*, strike;
- any reason relative to their public service obligations appearing notably in their schedule of tasks and obligations or agreements passed with the French Audiovisual Board;
- necessities of the aerial, disturbances in the organisation and broadcast of programmes, of substantial modification of contracts binding the Media to parties holding rights over the retransmissions of events.

30. Sponsorship operations or citations not broadcast for technical reasons or for the reasons specified at Article 30 and attributable to the Medium/Media or to the Advertising Sales House are not invoiced, the Purchaser or third parties not being able to claim compensation or reduction of the price in any event.

## **APPLICABLE LAW**

31. Contracts concluded between the Advertising Sales House and the Purchaser are subject to French law, both regarding their formation and for their interpretation and their execution, and only their version drafted in the French language shall prevail.

## **GENERAL PROVISION**

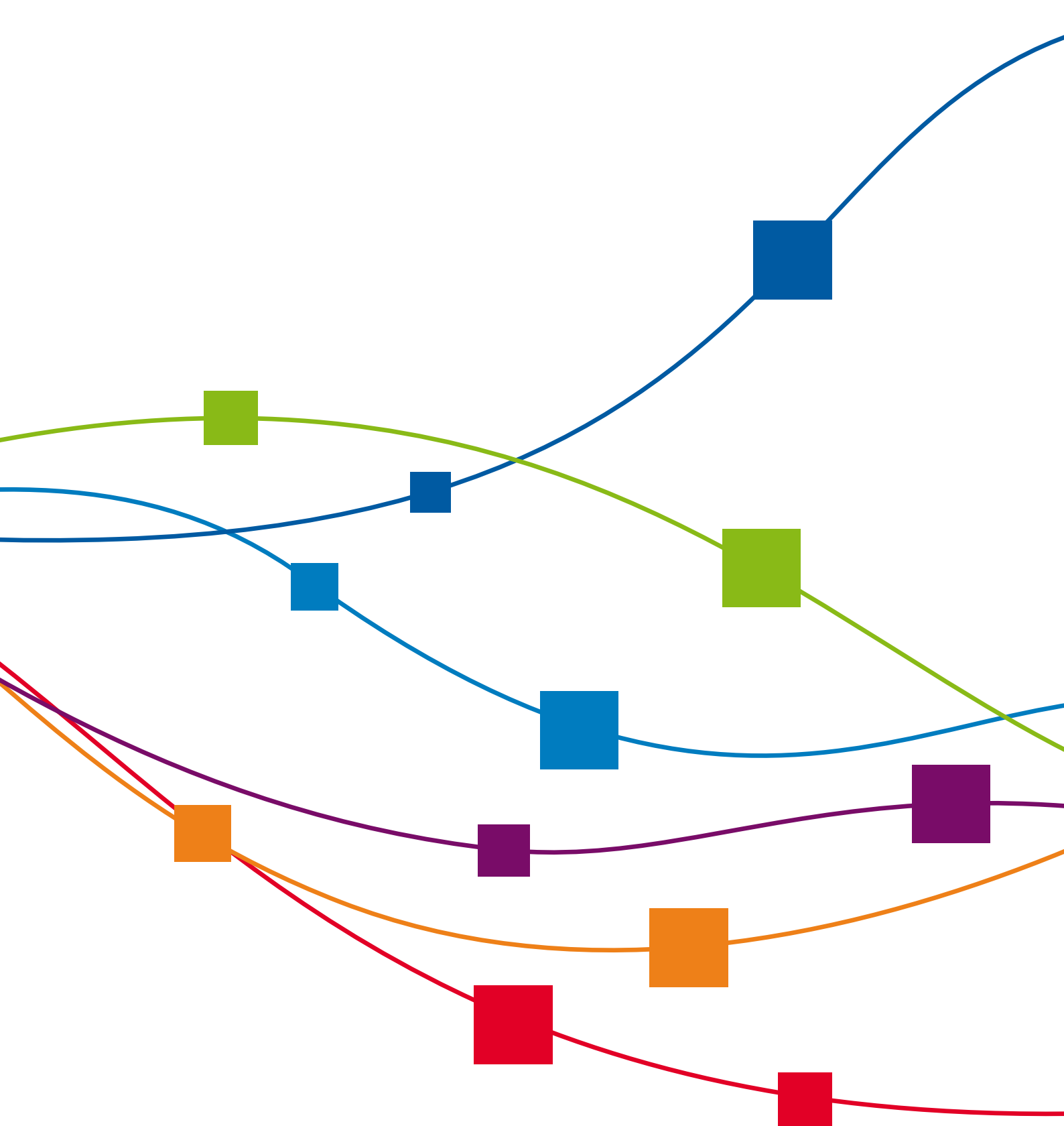
32. The Purchaser acknowledges that the electronic files exchanged with the Advertising Sales House on the occasion of the execution of Sponsorship Operations are susceptible of forming the subject of intrusions or of contaminations by a third party, notably on the occasion of transmission by internet. In this regard, the Advertising Sales House may not be held liable for the direct and/or indirect damages which should results for the Purchaser from computer viruses or from any other malevolent or harmful programme capable of leading to malfunctions, blockages and/or alterations of data in computer systems or during the broadcast of sponsorship spaces on the media.
33. It is specified that if the Advertiser in fact so requests by recorded delivery letter with notice of receipt from the Advertising Sales House, this latter undertakes to send it, within reasonable timescales, the proof of broadcast of the scheduled Operation.
34. The Advertising Sales House undertakes not to disclose the confidential information to which it may have access in the context of the Sponsorship Operations. There shall be considered as confidential, all the information, whatever its nature, and the media, which shall have been previously signalled in writing as being confidential by the Purchasers.

The Advertising Sales House undertakes to keep the said information confidential up until the date of first broadcast or placing online on the Medium/Media and/or the website(s) of the Sponsorship Operation(s).

## TERMINATION AND DISPUTES

35. Any dispute or litigation capable of resulting from the interpretation and/or execution of these presents, and more generally from the formation and execution of sponsorship contracts, falls within the jurisdiction of the courts for Paris, including therein in the event of related claims giving rise to consolidation of the litigation claims, call on guarantee or of several defenders.





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