

# General Sales Terms

Advertising, sponsorship and digital technology

FOCUS FOR 2019

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# Contents



●	<b>Advertising CGV [General Sales Terms]</b>	3
	on France Télévisions and theme-based channels	



●	<b>Sponsorship CGV</b>	19
	on France Télévisions and theme-based channels	



●	<b>Digital technology CGV</b>	34
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# 1

## Advertising General Sales Terms

on France Télévisions  
and theme-based channels



# Advertising Spaces General Sales Terms

On France 2, France 3 National, France 3 Régions, France 4, France 5, France Ô and theme-based channels

Applicable to advertising messages broadcast between 1 January 2019 and 31 December 2019

1. The present terms (hereinafter the "General Sales Terms") are applicable to the sale of Advertising Space broadcast on:
  - **France Télévisions Channels:** France 2, the France 3 national network (hereinafter "France 3 National"), the France 3 regional network (hereinafter "France 3 Régions"), France 4, France 5, France Ô;
  - **theme-based channels:** 13ème Rue, Boing, Boomerang (Boomerang+ 1), Cartoon Network, E! Entertainment, France 24 (signal France), Melody, National Geographic Channel, Nat Geo Wild, Syfy, Trace Urban, TV5 monde "FBS", Vivolta, Voyage and Warner TV (hereinafter the "Theme-based Channels"\*), Grand Lille TV, Grand littoral TV;

for which France Télévisions Publicité, a joint-stock company, with capital of 38,100 Euros, having its registered office at Boulogne-Billancourt (92641) 64-70 avenue Jean-Baptiste Clément, SIREN 332 050 038 Nanterre Trade and Companies Register, undertakes the exclusive advertising management, and is solely authorised to receive the Advertising Orders.

\* or any other name which Theme-Based Channels may adopt subsequently.  
This list may change at any time.

2. France 2, France 3 National, France 3 Régions, France 4, France 5, France Ô and the Theme-Based Channels are called hereinafter "the media" or "the medium", each in respect of itself.

Under the present General Sales Terms the following terms have the following meanings:

- **"Purchaser":** all Advertisers or Representatives acting in the Advertiser's name and on its behalf, under a written mandate contract, purchasing an Advertising Order;

- **"Advertising Order" or "Order":** the agreement for the broadcast of an advertising message, which France Télévisions Publicité and the Purchaser have reached in accordance with the requests for reservations made by the latter, and accepted by France Télévisions Publicité, bearing in mind the availabilities of its schedule, and concluded in accordance herewith. The elements constituting the Order are the Medium, the advertising slot in question (broadcast date and "slot title"), the duration of the message, the sector code to which the promoted product or service relates, the Initial Price subject to application of the commercial sales terms, and the preferential position purchased in the advertising slot in question. Performance of the Advertising Order consists of the broadcast of the message provided by the Advertiser in the position reserved to this end, in accordance with the present General Sales Terms;
- **"Sector Code":** the eight-figure code consisting of the family number, class number, sector number and variety number allowing the product or service which the Purchaser wishes to promote to be associated with a variety of product or service in the table "sector codes nomenclature", published by France Télévisions Publicité;
- **"Advertiser":** the natural person or legal entity on behalf of which the advertising message is broadcast;
- **"Representative":** all agencies or intermediaries acting in an Advertiser's name and on its behalf, duly authorised by a written contract.

3. The present General Sales Terms are applicable to all Advertising Orders performed from 1 January 2019 to 31 December 2019. Only the version published on France Télévisions Publicité's website, accessible at the URL "<http://www.francetvpub.fr>", is authoritative. Publication of the General Sales Terms on any other medium is done only for information.

France Télévisions Publicité reserves the right to modify the stipulations of the present General Sales Terms at any time, with the understanding that the modifications shall be applicable only from the time when they are published on France Télévisions Publicité's website. If the General Sales Terms are modified, Orders validly concluded before the said modifications shall continue to have effect until their term.

4. Conclusion of an Advertising Order by the Purchaser implies acceptance of the present General Sales Terms, of the practices and regulations relating to television advertising, and to the advertising ethical rules applicable in the media's broadcast area, as these follow from the consolidated code of the International Chamber of Commerce, from the ethical rules of the Autorité de Régulation Professionnelle de la Publicité [Professional Advertising Regulation Authority] (called hereinafter "ARPP"), and from the opinions of the Advertising Ethics Panel.

It is stipulated hereby that all other documents of any kind whatsoever, sent to France Télévisions Publicité by the Purchaser, making reference to its own trade terms, shall be for information only, shall not imply any acceptance of the said terms by France Télévisions Publicité, and shall not be binding on it.

5. The present General Sales Terms shall not apply to sponsorship operations, or to digital Advertising Spaces which are covered by specific General Sales Terms.

## PURCHASE THROUGH A REPRESENTATIVE

6. Advertising Orders can be concluded directly by the Advertiser or, in its name and on its behalf, through a Representative.

All purchases of advertising space by an intermediary are made under a mandate contract, by the effect of which the Representative represents the Advertiser with France Télévisions Publicité, the contractual obligations being established directly between the Advertiser and France Télévisions Publicité. The Advertiser declares the existence of the mandate of its Representative by giving France Télévisions Publicité the mandate declaration in accordance with the template published by France Télévisions Publicité for a calendar year.

In the case of multiple mandates the intermediary must in all cases observe the principle of separate management of the accounts for each Advertiser.

An Advertiser which directs an intermediary for the purposes of passing its Orders undertakes not to intervene simultaneously with its Representative in passing, confirming, modifying or cancelling Orders, unless a written exemption has expressly been granted beforehand by France Télévisions Publicité.

The Advertiser undertakes to inform France Télévisions Publicité of any modification relative to the mandate which it has given its Representative, without delay, by registered letter with acknowledgement of receipt.

Under the present General Sales Terms the stipulations relative to the Representative apply, if applicable, to the Sub-Representative. Characteristics of the orders.

7. Each Advertising Order is strictly personal to the Advertiser. It may under no circumstances be transferred in any form or on any basis whatsoever.

8. France Télévisions Publicité reserves the right to broadcast several messages in a given advertising slot, whatever the Advertiser may be, relating to similar products or services or covered by the same sector code.
9. France 2, France 3 National, France 3 Régions, France 4, France 5 and France Ô do not broadcast advertising messages in favour of products or services relating to horoscopes, astrology, numerology, clairvoyance, tarot cards, prediction products or services, or for any SMS or telephony services concerning which they consider that they do not comply with the regulations in force.

France Télévisions Publicité and the media are free to refuse to perform an Order and/or to cancel it at any time, without payment of compensation, in particular:

- when a message may damage their image or their commercial, ethical or editorial interests;
- when a message may render them liable;
- when a message may affect the sensitivity of television viewers;
- and also due to the media's public service remits.

Orders not performed on this basis shall not be invoiced to the Advertiser, and the latter may not claim any compensation or indemnity on any basis whatsoever.

The media reserve the right to limit, totally or partially, and at all times, access of their advertising slots to certain categories of Advertisers, bearing in mind:

- their legal or statutory obligations;
- their obligations inherent to France Télévisions group's Station Charter;
- or alternatively for image-related or ethical reasons.

10. Titles of slots mentioned in the Orders or all other documents are references to locations inserted between or within programmes, not to broadcasting times of the advertising messages, which the Purchaser acknowledges and accepts. However the slot titles may be described they under no circumstances constitute an undertaking to broadcast a message at a precise time.

Performance of the Order consists in broadcasting an advertising message in a given advertising slot as it is scheduled between or within the broadcasts of the media's programme schedule. Consequently, the Purchaser cannot claim any right to have its messages broadcast at a precise time, or any similarity or difference between the titles of slots contained in the Orders and a broadcast time.

The Purchaser may under no circumstances claim any compensation in respect of the broadcast times of the advertising messages.

## PURCHASING PROCEDURE

11. Before any reservation request the Purchaser must send France Télévisions Publicité:
  - the "Advertiser identification sheet";
  - if applicable, the "Acceptance of electronic data interchange" form, as published by France Télévisions Publicité, to obtain France Télévisions Publicité's agreement for the purpose of using EDI (Electronic Data Interchange);
  - the mandate declaration, duly completed, in accordance with the template published by France Télévisions Publicité, in the case of purchase through a broker acting in the Advertiser's name and on its behalf.

The Purchaser must inform France Télévisions Publicité in all cases, in writing, of any change to the data communicated in this manner, without delay and before performance of its Orders. Failing this, the modifications requested by the Purchaser shall not be binding on France Télévisions Publicité.

12. The Purchaser can send its Advertising Space reservation requests by EDI, fax, email, telephone or by all written means to France Télévisions Publicité for the period open for marketing, to France Télévisions Publicité's scheduling department. This request is equivalent to an offer of reward, under the terms hereof.
13. Computerised recording by France Télévisions Publicité of the received request, depending on the schedule availabilities, is equivalent to acceptance of the offer of reward under France Télévisions Publicité's General Sales Terms and trade terms, and constitute the Advertising Order and the firm sale of the advertising location, subject to the stipulations of the present General Sales Terms.

Advertising Orders ordered at the start of the campaigns are confirmed to the Purchaser either by despatch of a statement of Orders ordered by EDI, in the case of a purchase by EDI or, in other cases, by despatch of an order note on paper medium.

For each Order, whatever the order confirmation method may be, by EDI or order note on paper medium, France Télévisions Publicité shall send the Purchaser the following information:

- the medium/media and the broadcast date of the advertising slot in question;
- the title of the advertising slot in question;
- the format of the purchased advertising message(s);
- the value of the Options chosen in the Order.

Any subsequent modification of any element of the Advertising Order made in accordance with the stipulations of the present General Sales Terms shall lead to despatch within 24 working hours of a statement of Orders ordered by EDI, in the case of a purchase by EDI or, in other cases by despatch of an order note on paper medium, once per week.

14. The status of Orders recorded in the scheduling department on behalf of each Purchaser can be viewed by the latter, for each product code, on France Télévisions Publicité's extranet site, at [www.francetvpub.fr](http://www.francetvpub.fr), subject to attribution of a password and a login code, which are strictly personal and confidential.

To obtain its 2019 login code and password the Purchaser has two possibilities:

- The Purchaser must inform France Télévisions Publicité's scheduling department of the surnames and first names of persons authorised to confirm and view the orders, and of their 2018 user codes, by completing the login code application form as published by France Télévisions Publicité,
- or the Purchaser designates an administrator of its extranet account by completing the administrator login code application form as published by France Télévisions Publicité. Via its administrator, the Purchaser shall be able, under its sole liability and at its sole discretion, to create user accounts and to determine their access right within France Télévisions Publicité's extranet site.

The login codes and passwords are sent to the Purchaser by email, or to the addresses given in the submitted form. The Purchaser may request France Télévisions Publicité to submit its login codes and passwords by another transmission method (in particular directly in a sealed envelope against a signed receipt), under its sole liability.

The login codes and passwords can be modified periodically solely on France Télévisions Publicité's initiative, or by means of a written request by the Purchaser, giving reasons. The Purchaser shall bear exclusively full liability for the transmission of its confidential codes and passwords, and full liability for any use made of the said codes and passwords. The Purchaser shall inform France Télévisions Publicité, by registered letter with acknowledgement of receipt, of changes of signatory representatives, or of its desire no longer to use its codes and passwords, with the stipulation that any request may take effect only after a period of one working day following the date of receipt of the registered letter with the

acknowledgement of receipt. A Purchaser with access to France Télévisions Publicité's extranet site undertakes to view its Orders within 48 hours of each recording or modification, and to make expressly, within 48 hours, any complaints in the event of a disagreement concerning the Orders recorded by France Télévisions Publicité.

15. The Purchaser undertakes to approve its orders, i.e.:
- by sending France Télévisions Publicité a signed print-out of its Orders recorded on the extranet site;
  - or by returning the signed paper order note in the case of a non-EDI purchase, not involving use of the extranet.

Failing this the Purchaser shall be deemed to accept the Orders in the condition in which they were recorded in computerised form in the schedule, except in the event of a complaint made in writing:

- within 48 hours from the EDI despatch or from the update of the France Télévisions Publicité extranet site for Purchasers having access to the extranet and/or using EDI, the most favourable period being chosen in the event that the Purchaser has access to the extranet and uses EDI;
- within 5 days of the date on which the order note was printed, in the case of Purchasers without access to the extranet and not using EDI.

If no express complaint is made the Purchaser undertakes not to dispute orders which have been recorded by IT means using the procedure described above.

16. The Purchaser accepts the procedure for purchasing from France Télévisions Publicité as defined above, and undertakes, after the stipulated deadline, not to challenge Orders which have been recorded according to the procedures described above. In any event, production by France Télévisions Publicité of the computerised documents having recorded the Orders is equivalent to irrefutable proof of the formation of the contracts for sale of Advertising Spaces signed by the Purchaser.

France Télévisions Publicité may not be held liable for any fraudulent or malicious action taken on the computer or telephone network used.

## MODIFICATION AND CANCELLATION OF ORDERS

17. Any cancellation of an order by the Purchaser must be sent in writing at the latest 31 calendar days before the broadcast date stipulated in the Order.

Failing this, the cancelled message(s) shall be invoiced in full to the Advertiser, and France Télévisions Publicité reserves the option of using the spaces in question.

18. Less than 31 calendar days from the broadcast ("outside-deadline" period), elements constituting the Orders can be modified, provided there is an immediate rescheduling of the Orders in the scheduling department, depending on availabilities, for the purpose of a broadcast within a period of 31 days from the modification request, and for a budget equal to the budget allocated by the Orders modified in this manner.

If there is no immediate rescheduling bearing in mind the availabilities of the schedule of a budget at least equivalent to the one invested before the "outside-deadline" period, the initially reserved Orders shall be invoiced in full to the Advertiser, and France Télévisions Publicité reserves the option of using the released Advertising Spaces.

19. As exemptions to articles 17 and 18, cancellation and/or modification of SOrta, SObusiness, SOlive and SOlaunch solutions are subject to specific methods stipulated in the marketing terms specific to these solutions, to which reference should be made.



20. As an exemption to articles 17 and 18, any cancellation by the Advertiser of a global communication campaign called a "special operation" or "cross-media", combining media and non-media aspects, shall make the Advertiser liable to pay a withdrawal penalty on the following terms:
- 30% of the total net sum excluding taxes due by the Advertiser for the cancelled special operation, if the cancellation occurs more than 4 weeks before the start of the services inherent to this operation;
  - 100% of the total net sum excluding taxes due by the Advertiser for the cancelled special operation, if the cancellation occurs less than 4 weeks before the start of the services inherent to this operation.

It is understood that France Télévisions Publicité reserves the right to dispose of the space released in this manner.

21. No Orders may be modified by the Purchaser less than 7 days before the broadcast of an advertising message.

## RATE, PRICE AND PRICE MODIFICATIONS

22. Rates are given in Euros excluding taxes, and the applicable VAT therefore is added to their value.
23. Rates published by France Télévisions Publicité when each schedule opens may be modified, upwards or downwards, depending on scheduling.

### Upward rates modifications

Upward rate modifications are communicated to the Purchasers by France Télévisions Publicité at least 5 calendar days before the date on which the advertising messages are to be broadcast, in the "programme flash" or "special flash" published by France Télévisions Publicité. Exceptionally, and in particular in the event of broadcast of special programmes or changes of programme contexts, notably due to events or news, France Télévisions Publicité reserves the possibility of modifying the rates of the advertising slots within a period of less than 5 days from the broadcast.

In this eventuality these upward rates modifications shall be communicated to the Purchasers in the "programme flash" or the "special flash" published by France Télévisions Publicité, or by any other appropriate means, taking account of the period.

In the event of an upward modification of rates the Purchaser may:

- either maintain its Order, at the new communicated rate;
- or ask France Télévisions Publicité for immediate rescheduling in the same period and in other slots of a budget equivalent to that of the cancelled message(s), within the limits of the scheduling availabilities;
- or choose to cancel, without compensation, its Order(s) affected by the rate rise.

Cancellation of an Order by the Purchaser must in all cases be notified in writing, at the latest on the first working day following the publication date of the rate rises in the "programme flash" or "special flash", or the date on which the Purchaser is informed.

As an exemption to the above paragraph, cancellation of an Order by the Purchaser must be notified in writing within 48 hours of the rate rise in the case of France 3 regional slots. If no cancellation is made in the above manner and within the above deadline, Orders recorded by France Télévisions Publicité affected by a rate rise shall be deemed to be accepted, and the Advertiser shall be liable to pay them in full at the due date.

An amending Order is sent to the Purchaser in paper form or by EDI file, in accordance with the provisions of article 13.

### Downward rates modifications

Downward rate modifications are communicated to the Purchasers through the "programme flash" or "special flash" published by France Télévisions Publicité, or by any other appropriate means, and come into force on publication, without notice.

The Purchaser must then without fail reschedule with France Télévisions Publicité the budget resulting from the said rate reductions.

24. France Télévisions Publicité reserves the right to modify the scheduling of the advertising slots at any time. Scheduling modifications are communicated to the Purchasers at least 10 calendar days before the date on which the advertising messages are to be broadcast, in the "programme flash" or "special flash" published by France Télévisions Publicité. Exceptionally, and in particular in the event of broadcast of special programmes or changes of programme contexts, notably due to events or news, France Télévisions Publicité reserves the possibility of modifying the scheduling of the advertising slots within a period of less than 10 days from the broadcast. In this eventuality these scheduling modifications shall be communicated to the Purchasers in the "programme flash" or the "special flash" published by France Télévisions Publicité, or by any other appropriate means, taking account of the period. In the event of modification of the scheduling of the advertising slots, the Purchaser may:

- either maintain its Order with the new communicated slot title;
- or choose to cancel, without compensation, its Orders affected by the scheduling modification. Cancellation of an Order by the Purchaser must in all cases be notified in writing, at the latest on the first working day following the date of notification of the scheduling modification to the Purchaser.

If no cancellation is made in the above manner and within the above deadline, Orders recorded by France Télévisions Publicité affected by a scheduling modification shall be deemed to be accepted, and the Advertiser shall be liable to pay them in full at the due date.

25. France Télévisions Publicité and the media reserve the right, in particular in the event of force majeure, strike, any cause relating to the obligations arising from the schedule of remits and obligations or the agreements concluded by the media with the CSA, a requirement of the station or in the event of disrupted organisation and/or broadcast of the programmes, to modify or cancel, in whole or in part, the dates and times of the programmes, or the conditions of broadcast of the advertising slots and of the scheduled Advertising Orders, although the Purchaser would not be able to make any claim against or seek damages of any kind whatsoever from France Télévisions Publicité or the media.

### INVOICING AND PAYMENT TERMS

26. The invoices and credits shall be produced by France Télévisions Publicité with the Advertiser designated as the payee.

The originals of them are sent to the Advertiser, and a duplicate is sent, if applicable, to its Representative with responsibility for checking billing, in accordance with the mandate declaration.

The Advertiser is at all times the debtor party liable to pay for the Advertising Order, including if a payment authority is given to its Representative.

All payments or advances made by the Advertiser to its Representative are non-binding on France Télévisions Publicité, and do not release the Advertiser with regard to France Télévisions Publicité.

The Advertiser may, under its sole liability, give a mandate to the Representative to receive, in its name and on its behalf, the value of the credits issued by France Télévisions Publicité. Payment by France Télévisions Publicité of the value of the credits to the Representative releases France Télévisions Publicité with regard to the Advertiser, which shall bear exclusively the risks of subsequent default of the Representative.

The invoice is equivalent to a statement and proof of the terms of broadcast of the Advertising Orders mentioned in them.

27. Invoices are payable to France Télévisions Publicité by cheque or bank transfer, 30 days from the date of the invoice on the 10th of the following month (or the first following working day if the 10th of the month is not a working day), before 4 PM, on the following terms:

INVOICE MONTH	OF ISSUE OF ISSUE OF THE INVOICE	DUE DATE (DEADLINE FOR RECEIPT OF PAYMENT)
JANUARY	31/01/19	11/03/19
FEBRUARY	28/02/19	10/04/19
MARCH	29/03/19	10/05/19
APRIL	30/04/19	11/06/19
MAY	31/05/19	10/07/19
JUNE	28/06/19	12/08/19
JULY	31/07/19	10/09/19
AUGUST	29/08/19	10/10/19
SEPTEMBER	30/09/19	12/11/19
OCTOBER	31/10/19	10/12/19
NOVEMBER	29/11/19	10/01/20
DECEMBER	31/12/19	10/02/20

France Télévisions Publicité must be in possession of the Advertiser's funds at the latest on the due date shown on the invoice.

Regularisation invoices issued by France Télévisions Publicité are payable at the due date given in the invoice.

### BANK DRAFTS ARE NOT ACCEPTED.

28. Each solution consists of a set of Advertising Spaces and is offered at a single price. The elements comprising solutions can under no circumstances form the subject of a claim or a credit, and France Télévisions Publicité's undertaking covers the entire solution, not each of its elements.
29. France Télévisions Publicité may require full payment in advance, or direct payment, by the Advertiser, of the Advertising Orders, or a bank deposit, notably in the following cases:
- a new Purchaser (a new client for France Télévisions Publicité);
  - a Purchaser with which France Télévisions Publicité has experienced payment incidents or delays, or a dispute having arisen or likely to arise;
  - a Purchaser the solvency of which appears to it to be uncertain, bearing in mind its situation.

Payment in advance means that France Télévisions Publicité must be in possession of the Advertiser's funds at least 10 days before the first broadcast of a message. In this case a pro forma invoice is sent to the Advertiser, with a duplicate to the Representative, if applicable. The definitive invoice is sent to the Advertiser at the end of the month during which the broadcast occurred.

30. If the payment terms are not met, Orders which have not yet been performed may be cancelled as of right by France Télévisions Publicité, without notice or compensation, and without prejudice for any other legal proceedings.

In addition, late-payment penalties equal to 15% (fifteen percent) shall be payable on sums not paid on the due date stated on the invoice, from the first day following this date, on an annual basis of 360 days, pro rata to the number of days of delay.

If the 15% rate were to become less than three times the legal interest rate, the applied penalty rate would be three times the legal interest rate, rounded up to the nearest whole number.

In accordance with the provisions of article L. 441-6 of the Commercial Code, compensation of forty (40) Euros for administrative costs would be payable as of right to France Télévisions Publicité, without prejudice for additional compensation.

France Télévisions Publicité also reserves the right to refuse to include invoices which have not been paid at the due date when calculating the discounts granted under its trade terms.

Calculation of end-of-order discounts shall be made by France Télévisions Publicité only after receipt of a written request from the Purchaser at the latest on 30 June of year n+1.

France Télévisions Publicité reserves the right not to reimburse sums due to the Advertiser in respect of liquidation of end-of-Order discounts and/or to offset the value of end-of-Order discounts against any outstanding sums due by the Advertiser, including late-payment penalties, which the Advertiser acknowledges and accepts.

- 31. France Télévisions Publicité does not apply any discount in the event of early payment.

## BROADCASTING INCIDENTS

- 32. Payment for messages which are not broadcast for reasons such as force majeure, strike or exceptional events disrupting their broadcast, attributable to the medium or media, or to France Télévisions Publicité, is not due, but the Purchaser or third parties may not under any circumstances claim any compensation or indemnity in connection therewith.

However, broadcasting incidents or even operational interruptions of one or more television transmitters give entitlement to a compensation payment or price reduction on the following terms:

- **Concerning the channels France 2, France 3 National, France 3 Régions, France 4, France 5 and France Ô**

Interruptions or incidents acknowledged by France 2, France 3 National, France 3 Régions, France 5, France 4 and France Ô or TDF occurring in the transmission centres listed below give entitlement to a proportional reduction of the price due by the Advertiser:

Amiens (Bouvigny)	5%	Paris (Eiffel Tower)	25%
Lille (Bouvigny)	5%	Niort (Maisonny)	4%
Marseille (Grande Étoile)	6%	Toulouse (Pic du Midi)	5%
Lyon (Mont Pilat)	6%		

The repayment made under the present article excludes any other compensation, or indemnity, payable to the Purchaser or to any interested third party.

- **Concerning other media**

Interruptions or incidents acknowledged by one of these media, and certified by their broadcaster(s) (satellite operators, cable operators) shall give entitlement to a reduction of the price due by the Advertiser, in proportion to the number of homes able to receive the medium or media in question, which were not technically able to receive all or a proportion of the advertising message(s).

This reduction, given under the present article, excludes any other compensation, or indemnity, payable to the Purchaser or to any interested third party.

## ADVERTISING FOR PAY CHANNELS

**32.1.** Exceptionally, France Télévisions Publicité reserves the right, in compliance with the editorial line and the public service remit of France Télévisions, to open access to the Advertising Spaces of France 2, France 3 National, France 4, France 5 and France Ô, to channels which are not directly in competition with these latter in the television audience market, provided all the following conditions are met:

**1/** Most of the programmes of the channel (hereinafter the Channel) requesting broadcast of advertising messages on France 2, France 3 National, France 4, France 5 and France Ô are broadcast by pay TV means;

**2/** Broadcast of the Channel is not included in any basic television services solution distributed by satellite, cable or TNT. For the sake of clarity, a "basic solution" is understood to mean a solution common to all subscribers with a given distributor of television services by satellite, cable or TNT;

**3/** The Channel is accessible exclusively as an option by the subscriber, whether with satellite, cable or TNT.

**32.2.** Broadcast of the advertising messages on France 2, France 3 National, France 4, France 5 and France Ô in favour of the Channel is subject to the present General Sales Terms, amended if applicable.

It shall also be governed by an individual agreement concluded between France Télévisions Publicité and the channel, the purpose of which shall be, in particular, to stipulate the methods of broadcast of the channel's advertising messages, and in particular the following terms:

- no direct or indirect promotion of free-access programmes;
- no express or tacit reference to the programmes of the channels of the France Télévisions group or any other third-party channel;
- no direct or indirect promotion of one or more individualised programmes or transmissions, in particular accompanied by their broadcast date

and time; and an undertaking of reciprocity of the Channel permitted to broadcast an advertising message on France 2, France 3 National, France 4, France 5 and France Ô, enabling the latter to broadcast, individually or collectively, advertising messages on this channel.

**32.3.** France Télévisions Publicité reserves the right to terminate at any time the option for Channels meeting the above-mentioned terms to broadcast advertising messages on France 2, France 3 National, France 4, France 5 and France Ô by removing the present terms from its General Sales Terms.

## BROADCASTING CONDITIONS

**33.** All Advertisers wishing to broadcast an advertising message in the slots must without fail send ARPP a copy of each message in broadcast-ready H264 format (also called mpeg4 or AVC part 10), in order to obtain ARPP's favourable opinion before any broadcast.

ARPP is the advertising self-regulation organisation in France. Its purpose is to take action in favour of fair, truthful and healthy advertising in the interest of advertising professionals, consumers and the public. It is responsible for systematic examination, before broadcast, of all televisual advertising production.

ARPP's favourable opinion does not entail any undertaking, even tacit, by the media concerning the broadcast of the said advertising messages. Concerning advertising messages which it is envisaged to broadcast under the SOrta solution, the Advertiser must, in order to obtain ARPP's favourable opinion before any broadcast, without fail send it a copy of the message intended for updating, stipulating the update parameters. Finally, since certain media are subject to regulations relating to television advertising other than the French regulations, an Advertiser which wishes to broadcast an advertising message in slots of the said media undertakes that the said message shall comply with the regulations to which the medium in question is subject.

These media reserve the right at all times to refuse or interrupt the broadcast of all messages which do not comply with the regulations relating to television advertising to which they are subject.

- 34.** In order to be broadcast the transmission medium must be submitted to France Télévisions Publicité, with an Order number and ARPP's favourable opinion, at the latest six (6) working days before the planned date of the first broadcast, at the following address: 64-70 avenue Jean-Baptiste Clément, 92641 Boulogne-Billancourt Cedex After this time the price of the broadcast is due in full by the Advertiser as though the broadcast had taken place.

The schedule for broadcasts of advertising messages for the reserved spaces must be given to France Télévisions Publicité at the same time as the transmission medium, i.e. at the latest six (6) days before the planned date of first broadcast, on headed letter paper of the Representative or of the creative agency.

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

If this deadline is not met, and if the advertising message can, exceptionally, be broadcast on the basis of a telephone call, subject to immediate confirmation by fax by the Advertiser or its Representative, any errors or omissions in the broadcast of this advertising message shall be the sole liability of the Advertiser and, if applicable, the Representative.

If the broadcast schedule is not provided in written form by postal letter, by fax or by email, any broadcast errors or omissions shall be the liability of the Advertiser or its Representative.

If several broadcast schedules are provided either by the Representative or by the creative agency, or by the Advertiser, only the final schedule received within the set-up times mentioned at the start hereof shall be taken into account.

## MEDIA AND FORMATS

### **35. Delivery of advertising messages to France Télévisions Publicité**

All Purchasers have the possibility, at no additional price, of placing their advertising messages on the website [www.francetvpub.fr](http://www.francetvpub.fr), using a secure personal login.

Each Purchaser must first send France Télévisions Publicité a duly completed login request note in order to receive a login and password giving it secure access to the website [www.francetvpub.fr](http://www.francetvpub.fr), in this manner protecting the confidentiality of its advertising messages.

The logins and passwords attributed in this manner to the Purchasers are strictly personal, and exclusively reserved for natural persons duly authorised and designated by name on the login request form.

Consequently, and in order to safeguard the quality of service and of security of the logins, France Télévisions Publicité reserves the right, in the event that the logins and passwords are used by third parties which it has not expressly authorised, to deactivate the said logins and passwords and, at their request, to attribute new ones to the Purchasers in question. The Purchaser also undertakes to keep France Télévisions Publicité informed, without delay, of any modifications of any elements in the form referred to in the previous paragraph. If the professional situation of one of the natural persons duly authorised by this means changes France Télévisions Publicité shall deactivate the logins and passwords attributed to them.

The advertising messages shall be supplied exclusively as a high-definition PAD digital media File.

The transmission medium must be submitted to France Télévisions Publicité at the latest six (6) days before the date of the first broadcast. In the event of a change of broadcast schedule France Télévisions Publicité reserves the right to modify the delivery time.

France Télévisions Publicité's broadcasting department reserves the right to ask Purchasers to deliver a given advertising message on different broadcasting media.

### 35.1 Standards common to all PADs:

- **image ratio:**

It must in all cases be 16/9 (native or anamorphic, depending on the video formats);

- **Protected areas and inlaying of wording:**

These must be compliant with standard CST-RT-018-TV-V3.0

- **Acoustic level:**

On 19 July 2011 the Higher Audiovisual Council adopted a deliberation relative "to the technical characteristics of the acoustic level when broadcasting television programmes and advertising messages".

The acoustic level, measured according to recommendation ITU-R Bs-1770-2, of the advertising sequences and of each message they contain, is configured using the following methods:

- the average acoustic level measured must be less than or equal to -23 LUFs;
- the short-duration acoustic level measured must be less than or equal to -20 LUFs.

If these values are not met: France Télévisions Publicité may adjust the acoustic level to make it compliant with the imposed standard.

### 35.2 High-definition PAD digital media file

The HD PAD file shall be transmitted over the Internet from the site: [www.francetvpub.fr](http://www.francetvpub.fr). An exhaustive list of the file formats is available on this site.

The following formats are accepted:

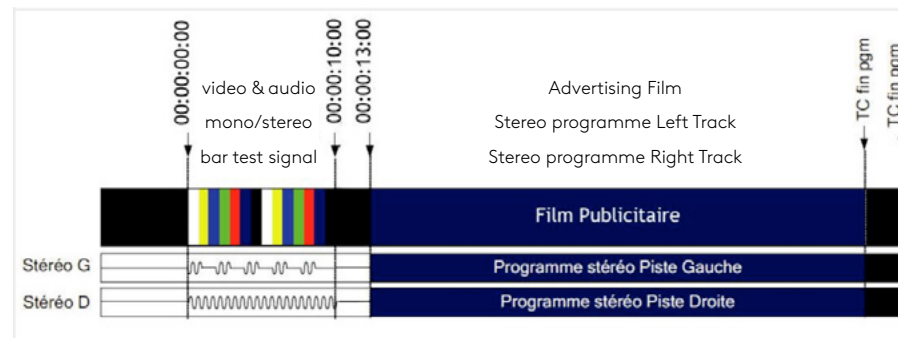
- XDCAM HD 422 50 Mb/s (.mov or .mxf);
- DVCPRO HD 100 Mb/s (.mov or .mxf);
- XDCAM HD 35 Mb/s (.mov or .mxf).

Although not recommended due to their lower quality (which is visible by television viewers and web surfers), the following non-HD files in standard SD format may be accepted on a purely exceptional basis:

- IMX 50 Mb/s (.mov or .mxf) – DVcpRO50 (.mov or .mxf);
- MPEG2 50 Mb/s CBR (.mov or .mxf);
- DV 25 Mb/s (.mov or .mxf).

Whatever file type is chosen, it must contain a continuous and increasing timecode, structured as follows:

- 00:00:00:00 bar test signal 75% 1VDC incorporating a sound of 1,000 Hz = -18 dBFS on tracks 1 and 2;
- 00:00:10:00 Encoded black;
- 00:00:13:00 Advertising film (duration: X seconds).





- 36.** The Advertiser gives all powers to France Télévisions Publicité to make all modifications to received advertising messages with the aim of checking that they are suitable for the broadcasting conditions of the media, for the purpose of performance of its Advertising Orders. The Advertiser shall hold France Télévisions Publicité and the media harmless against all actions or claims by third parties, and in particular authors, composers, interpretative artists or performers, publishers, producers and, more generally, all persons considering that they have a right of any kind to claim in relation to all or part of the said advertising messages due to their broadcast by the media.
- 37.** France Télévisions Publicité shall check that the actual duration of the delivered advertising message is strictly equal to that of the reserved space. The advertising message shall be refused if this check reveals that the duration of the delivered message is not equal to that of the space reserved in accordance with the stipulations of the Advertising Order.
- 38.** All costs, in particular for production, copying, copyright and related rights, and other rights, are payable by the Advertiser.
- 39.** After a period of 3 calendar days after the first broadcast of an advertising message no complaint of a technical nature relating to the quality of production, broadcast or broadcast scheduling of the advertising message shall be accepted.
- 40.** A "last-minute service", the purpose of which is to enable the Advertiser or its Representative to make substantial last-minute modifications as close as possible to the broadcast time, is accessible.

Only advertising messages which have received a favourable opinion from ARPP, and in France Télévisions Publicité's possession, can replace the advertising messages intended for broadcast.

In the case of any modification made in a period from two working days before the broadcast date until the working day before the broadcast

date, a sum of 1,500 Euros excl. tax per modified advertising slot shall be invoiced. The maximum sum invoiced by France Télévisions Publicité for modifications made simultaneously for several slots by a given product, concerned by the advertising message, shall be capped at 15,000 Euros excl. tax. This "last-minute service" cannot be implemented for broadcasts of regionalised slots of France 3 or for broadcasts intended for Theme-Based Channels. The invoice for these last-minute modifications shall be sent to the Advertiser, with a duplicate to the party requesting the modification.

Depending on the public holidays schedule, France Télévisions Publicité reserves the right to modify the deadlines of the "last-minute service". France Télévisions Publicité reserves the right to suspend this service without notice, in which case no claim may be made against it, and no payment of compensation of any kind shall be made.

- 41.** If, on a very exceptional basis, an advertising message is broadcast without ARPP's opinion, if an ARPP opinion "do not broadcast" or "cessation of broadcast" or "modify" is received, this shall lead to payment by the Purchaser of a penalty of 1,500 Euros excl. tax for each modified advertising slot, up to a maximum of 15,000 Euros excl. tax.
- 42.** All delivered media files can be destroyed on France Télévisions Publicité's initiative, if they have been received more than one year previously. In general terms, the Purchaser shall inform France Télévisions Publicité in writing, as rapidly as possible, if ever the broadcast of an advertising message is discontinued definitively.



## GENERAL PROVISIONS

43. France 3's regional stations are organised on the basis of the administrative divisions of France. However, it is stipulated hereby that the broadcast zones covered by TDF's terrestrial transmitters do not allow compliance with the precise administrative division, bearing in mind geographical relief, which the Advertiser acknowledges and accepts.

It should also be noted that France 3's programmes are subject to the "must carry" regime, in accordance with the legislative and statutory provisions. Since repeats and the distribution of these programmes are therefore the sole liability of the operators in question, France Télévisions Publicité cannot be criticised by Advertisers for a failure to display their advertising messages within programmes distributed in this manner.

Since rates take account of these regional characteristics Advertisers cannot claim any compensation on this basis.

44. The Advertiser certifies that its advertising messages do not use subliminal techniques, that their content does not contravene any law, rule or legislation in force, and that they do not include any defamatory allegation or allusion or, more generally, one which is prejudicial with regard to third parties.

The Advertiser shall hold France Télévisions Publicité and the media harmless against any actions or claims in relation thereto.

In particular, although this list is not restrictive, the Advertiser shall hold France Télévisions Publicité and the media harmless against any recourse or claim of a third party based on disregard of an intellectual property right (copyright, trademark, designs and models, etc.) or of a personality right of any kind whatsoever, and in particular of image right and/or right to private life.

45. The Advertiser also acknowledges and expressly accepts that conclusion of an Advertising Order gives France Télévisions Publicité entitlement:

- to reproduce, represent and, if applicable, adapt the advertising messages submitted to it, for communication to the public, as many times as France Télévisions Publicité desires, on all media, and in particular on the Websites or extranet sites of France Télévisions Publicité and of the media, including on the smartphone application called "Télépub™", for the purpose, in particular, of actions to communicate and/or promote the Advertiser's activities;
- to represent the said messages using all methods in use in the sector of activity, to make copies of them in such numbers as France Télévisions Publicité desires, for the purpose of communicating for a professional use and, in particular, for the purpose of providing Advertisers and their intermediaries with information;
- to broadcast the messages on the media's Websites, bearing in mind the full takeover of the signal of certain programmes.

The Advertiser undertakes to obtain all necessary permits, and to hold France Télévisions Publicité and the media harmless against all disputes relating to these uses.

46. An Advertiser which mentions in its advertising messages Website names and/or addresses, or names and/or numbers of telephone or telematic services, certifies that the content of the telephone or telematic Sites and services cannot, directly or indirectly, contravene any right, without prejudice to the stipulations of article 9 above nor, more generally, the legislation in force.

The Advertiser shall hold France Télévisions Publicité harmless to this end.

If the Advertiser and/or France Télévisions Publicité is implicated in respect of the promotion of these telephone or telematic Sites or services, France Télévisions Publicité may immediately suspend broadcast of the advertising messages in question, and the Advertiser may not then make any complaint on this subject with regard to France Télévisions Publicité or the media.

47. France Télévisions Publicité undertakes not to disclose any confidential information to which it may have access in connection with the Advertising Orders. All information, of whatever kind or medium, shall be considered confidential when it has been previously identified in writing as confidential by the Purchasers. France Télévisions Publicité undertakes to keep the said information confidential until the date of first broadcast or of onlining on the medium or media/the Website(s) of the advertising message(s).
48. The Purchaser acknowledges that the electronic files exchanged with France Télévisions Publicité in connection with performance of the Advertising Orders may be subject to intrusion or contamination actions by a third party, in particular in respect of Internet transmissions. In connection therewith France Télévisions Publicité may not be held liable for direct and/or indirect damage caused to the Purchaser by computer viruses or any other malicious or harmful program having caused malfunctions, blockages and/or impairment of data in computer systems or during broadcast of the advertising messages by the media.
49. The Purchaser expressly acknowledges that all electronic documents consisting of a scan of a succession of signed documents relating to performance of the Advertising Orders (called hereinafter "Document") constitutes a literal proof in the sense of article 1365 of the Civil Code, and is considered to be an original document with the same value and the same probative force as a document on a paper medium, in accordance with article 1366 of the Civil Code, and may validly be held to be binding on it. The Purchaser consequently acknowledges that all Documents are accepted as irrefutable proof of their content, of the identity of the signatory and of their consent to the de facto and de jure obligations and consequences arising therefrom, which shall be admissible as proof in courts with jurisdiction.

## DISPUTES

50. Any objections or disputes which may result from the interpretation and/or performance hereof, and more generally from the formation and performance of the Advertising Orders, are subject to the exclusive jurisdiction of the Paris courts, including in the event of close connection between two cases, impleader or multiple defendants.



# 2

## **General Sales Terms for sale of sponsorship**

on France Télévisions  
and theme-based channels



# General Sales Terms for sale of sponsorship

## ON FRANCE TÉLÉVISION AND THEME-BASED CHANNELS

Applicable to messages broadcast between 1 January 2019 and 31 December 2019

### GENERAL POINTS

1. Definitions: The present terms (hereinafter the "General Sales Terms") are applicable to the sale of sponsorship space broadcast on:
  - **France Télévisions Channels:** France 2, the France 3 national network (hereinafter "France 3 National"), the France 3 regional network (hereinafter "France 3 Régions"), France 4, France 5, France Ô;
  - **Theme-Based Channels:** 13<sup>ème</sup> Rue, Boing, Boomerang (Boomerang+ 1), Cartoon Network, E! Entertainment, France 24 (signal France), Melody, National Geographic Channel, Nat Geo Wild, Syfy, Trace Urban, TV5 monde "FBS", Vivolta, Voyage and Warner TV, Grand Lille TV, Grand littoral TV (hereinafter the "Theme-based Channels"\*);

for which France Télévisions Publicité, a joint-stock company, with capital of 38,100 Euros, having its registered office at Boulogne-Billancourt (92641) 64-70 avenue Jean-Baptiste Clément, SIREN 332 050 038 Nanterre Trade and Companies Register, undertakes the exclusive advertising management, and is solely authorised to market the sponsorship operations;

\* or any other name which Theme-Based Channels may adopt subsequently.

This list may change at any time.

France 2, France 3 National, France 3 Régions, France 4, France 5, France Ô and the Theme-Based Channels are called hereinafter "the Media" or "the Medium", each in respect of itself.

Under the present General Sales Terms the following terms have the following meanings:

- **"Advertiser" or "Sponsor":** the legal entity on behalf of which the Sponsorship Operation is broadcast.
- **"Representative":** all agencies or intermediaries acting in an Advertiser's name and on its behalf, duly authorised by a written contract.
- **"Purchaser":** all Advertisers, Sponsors or Representatives acting in the name and on behalf of the Advertiser or sponsor under a written mandate, and undertaking a Sponsorship Operation.
- **"Sponsorship Operation" or "Operation":** all contributions of a company or a legal entity, whether public or private, undertaking no television or audiovisual media services on-demand publishing activity, or audiovisual works production activity, to the financing of television broadcasting in order to promote its name, trademark, image, activities or productions in accordance with article 17 of decree no. 92-280 of 27 March 1992.

### 2. Field of application and validity

The present General Sales Terms are applicable to Sponsorship Operations broadcast on the Media from 1 January 2019 to 31 December 2019.

Only their version published on France Télévisions Publicité's website, accessible at the URL "<http://www.francetvpub.fr>", is authoritative. Any publication of the General Sales Terms on another medium is made only for information.

France Télévisions Publicité reserves the right to modify the stipulations of the present General Sales Terms at any time, with the understanding that the modifications shall be applicable only from the time when they are published on France Télévisions Publicité's website, and to update the General Sales Terms published on the said Website. If the General Sales Terms are modified, Sponsorship Operations validly concluded before the said modifications shall continue to have effect until their term.

### 3. Applicable Regulations

Sponsorship is regulated in particular by the provisions of decree no. 92-280 of 27 March 1992 amended, relative to advertising, sponsorship and teleshopping.

## THE SPONSORSHIP SOLUTION

### 4. Acceptance of the General Sales Terms

Conclusion of a Sponsorship Operation, whatever the marketing method, implies acceptance without reserve or restriction by the Purchaser of the present General Sales Terms, and compliance with the regulations in force relating to sponsorship.

It is stipulated hereby that all other documents of any kind whatsoever, sent to France Télévisions Publicité by the Purchaser, making reference to its own trade terms, shall be for information only, shall not imply any acceptance of the said terms by France Télévisions Publicité, and shall not be binding on it.

### 5. Right of reserve of France Télévisions Publicité and of the Media

France Télévisions Publicité may refuse all sponsorship:

- the origin of which appears to it to be suspect;
- or from Advertisers the solvency of which does not appear to it to be proven.

Each Medium reserves the possibility of refusing:

- any Advertiser which it considers does not match its image or that of the programme in question;
- or any sponsorship which might damage its commercial or editorial interests;
- or any Sponsor or any sponsorship for image-related or ethical reasons, or alternatively for reasons relating to the obligations inherent to the schedule of obligations of France Télévisions or to the Charter of the France Télévisions group station.

### 6. Commercial proposals

Programmes open to sponsorship with the Media, other than those for which a sponsorship agreement has previously been concluded before the programme schedule was published, are marketed by France Télévisions Publicité, in the Media' name, in the form of "commercial proposals", which are regularly updated, and which specify the characteristics of the programme, the methods of the Sponsorship Operation, the applicable rate and if applicable the specific reservation terms.

Television programmes open to sponsorship and subject, if applicable, to onlining on the Website(s) which France Télévisions Publicité administers, are marketed as part of a single commercial proposal constituting an indissociable set of station sponsorships spaces and digital sponsorship spaces. It is stipulated hereby that if no purchase is made two months before the date of first broadcast of the sponsored programme(s) France Télévisions Publicité reserves the right to market separately the sponsorship spaces covered by the initial commercial proposal.

### 7. Mandate

Sponsorship Operations can be concluded directly by the Advertiser or, in its name and on its behalf, through a Representative.

All purchases of sponsorship space by an intermediary are made under a mandate contract, by the effect of which the Representative represents the Advertiser with France Télévisions Publicité, the contractual obligations being established directly between the Advertiser and France Télévisions Publicité. The Advertiser declares the existence of the mandate of its Representative by giving France Télévisions Publicité the mandate declaration in accordance with the template published by France Télévisions Publicité for a calendar year.

In the case of multiple mandates the intermediary must in all cases observe the principle of separate management of the accounts for each Advertiser.

An Advertiser which directs an intermediary for the purposes of its Sponsorship Operations undertakes not to intervene simultaneously with its Representative in passing, confirming, modifying or cancelling the Operations, unless a written exemption has expressly been granted beforehand by France Télévisions Publicité.

The Advertiser undertakes to inform France Télévisions Publicité of any modification relative to the mandate which it has given its Representative, without delay, by registered letter with acknowledgement of receipt. Under the present General Sales Terms the stipulations relative to the Representative apply, if applicable, to the Sub-Representative.

#### **8. Priority right to purchase**

Only long-term Sponsorship Operations (minimum 6 consecutive months) can give entitlement to a priority right to purchase for the same period in the following year. Sponsorship Operations for the Christmas schedule and the summer schedule cannot obtain any purchase priority. The methods of application of this priority right to purchase are defined by France Télévisions Publicité and stipulated in the initial sponsorship contract, in particular its expiry date, which shall be set at least four months before the date of the first broadcast of the sponsored programme(s). If on expiry of its priority period the priority Advertiser has not informed France Télévisions Publicité in writing of its wish to

repeat the Operation, France Télévisions Publicité may then freely market sponsorship of the programme(s).

#### **9. Official partners**

Independently of the provisions of article 10 hereinafter, Advertisers which are "official partners" of sporting events hold a priority right (in accordance with the contract signed between the organiser and France Télévisions) to purchase the sponsorship operations of the repeat broadcasts of the said sporting events. This priority right to purchase takes precedence over any priorities which may be included in a sponsorship contract concluded previously with another Advertiser.

#### **10. Take-up of option**

All Purchasers can choose with France Télévisions Publicité, in the form of an option, one or more of the programmes offered for sale, clearly indicating the name of the programme, the chosen dates, the name of the Sponsor and its brand, and the financial value of the Operation. France Télévisions Publicité reserves the right not to record options for certain programmes. This decision is made the subject of an information note for Purchasers' attention.

In any event, France Télévisions Publicité retains, for each proposed operation, only the first three options which are communicated to it. The options are retained in chronological order of receipt.

To this end, the option(s) must be sent by registered mail, fax or any other manner enabling the receipt of the option to be dated.

The term of the option is 10 (ten) working days.

In any event, no option shall be recorded less than 8 (eight) weeks from the date of first broadcast of the selected programme(s).

**10.1** If it is received from a Representative an option is valid only provided the above-mentioned mandate declaration is attached to it. When the option is taken up by a Representative it can be confirmed or cancelled only by the latter, and the Advertiser undertakes not to intervene simultaneously with its Representative in this regard.

An option is personal to an Advertiser and cannot be assigned.

**10.2** All options from a Purchaser must in all cases state that the present General Sales Terms are accepted in order to be retained.

**10.3** France Télévisions Publicité acknowledges receipt of the option by fax or by email, informing the Purchaser of the option's expiry date. After this date, if no confirmation is given, the option lapses.

**10.4** If several Purchasers have taken an option for the same Operation, and if a Purchaser makes a firm purchase proposal, a confirmation period of 48 (forty-eight) hours commences, on the day following the one on which the Purchaser confirmed, for all Purchasers having taken an option.

Firm purchase confirmations received during this period of 48 (forty-eight) hours are retained according to the priority rules defined in article 10.5.

The duration of the option may under no circumstances be extended, including in the case of a confirmation period of 48 (forty-eight) hours starting 24 (twenty-four) hours before the expiry date of the option.

**10.5** If several Purchasers have taken an option for the same operation priority shall be given to the option relating to the longest period. If action periods are identical the chronological order of arrival of the option shall be taken into account.

**10.6** France Télévisions Publicité reserves the right to offer for sale offers for which an Advertiser has a priority right to purchase in application of articles 8 and 9 hereof.

These offers may be the subject of a firm purchase or options by other Purchasers, under the suspensive condition of non-exercise of its priority right by the Advertiser holding it.

In the event of a firm purchase proposal by other Purchasers, these proposals shall be considered in chronological order of receipt.

On the expiry date of the purchase priority France Télévisions Publicité shall confirm or not confirm the firm purchase proposals of the other Purchasers, in accordance with the decision of the priority Advertiser.

In the case of purchase options by other Purchasers France Télévisions Publicité shall retain only the first three options which are communicated to it, in chronological order of receipt.

If a Purchaser makes a firm purchase proposal, the Purchaser(s) benefiting from an option shall have the stipulations of articles 10.4 and 10.5 applied to them.

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

Each Sponsorship Operation is personal to the Advertiser, and cannot be assigned. It is covered by a sponsorship contract between France Télévisions Publicité and the Advertiser which stipulates its content on a case-by-case basis.

**11.1** When a commercial sponsorship proposal is marketed by France Télévisions Publicité, and when a Purchaser makes a firm proposal, approved by France Télévisions Publicité, no other sale may replace the first.

**11.2** In the case of Sponsorship Operations with provision of prizes the purchase shall be able to be considered by France Télévisions Publicité only if the details and values of the offered prizes are communicated when the purchase is confirmed.

**11.3** The Media reserve the right to broadcast unsponsored trailers.

**11.4** The sponsorship contract must without fail be returned signed to France Télévisions Publicité, two weeks after the despatch of the contract for signature.

If it is not, France Télévisions Publicité reserves the right to cancel the scheduled Sponsorship Operation.

When a firm reservation is made France Télévisions Publicité may require the Purchaser to pay a down payment. If the reservation is cancelled this down payment is retained by France Télévisions Publicité.

## 12. Cancellation

**12.1** All cancellations of a Sponsorship Operation by the Purchaser must be sent in writing to France Télévisions Publicité.

**12.2** In the case of a cancellation by the Purchaser of a firm reservation, more than 4 (four) weeks before commencement of the Sponsorship Operation, i.e. of the broadcast of the first programme concerned or of the latter's recording, the Purchaser must pay France Télévisions Publicité a withdrawal penalty equal to 25% (twenty-five percent) of the total value of the net budget excluding taxes of the cancelled Operation.

**12.3** In the case of a cancellation by the Purchaser of a firm reservation, less than or equal to 4 (four) weeks before the commencement of the Sponsorship Operation, i.e. of the broadcast of the first programme concerned or of the latter's recording, the Purchaser must pay France Télévisions Publicité a withdrawal penalty as follows:

- 100% (one hundred percent) of the net value excluding taxes due by

the Purchaser in respect of the broadcasts and/or recordings of the Sponsorship Operation planned within 30 (thirty) days after the date on which the Operation was to take effect (broadcast of the first programme);

- and 25% (twenty-five percent) of the net value excluding taxes due for the remainder of the Operation.

**12.4** As an exemption to articles 12.2 and 12.3, any cancellation by the Purchaser of a global communication campaign called a "special operation" or "cross-media", including in particular a Sponsorship Operation, shall make the Purchaser liable to pay a withdrawal penalty on the following terms:

- 30% (thirty percent) of the net value excluding taxes due by the Purchaser in respect of the cancelled operation, if the cancellation occurs more than 4 (four) weeks before the broadcast of the first programme in question;
- 100% (one hundred percent) of the net value excluding taxes due by the Purchaser in respect of the cancelled operation, if the cancellation occurs less than 4 (four) weeks before the broadcast of the first programme in question.

It is understood that France Télévisions Publicité reserves the right to dispose of the space released in this manner.

The Purchaser shall be liable to pay France Télévisions Publicité Conseil all the technical costs, as defined in articles 16 and 20, incurred in respect of the cancelled Sponsorship Operation.

## 13. Termination

**13.1** Termination on the Purchaser's initiative of a contract pending performance must be notified to France Télévisions Publicité by registered letter with acknowledgement of receipt.

Termination may take effect only after a notice period of 15 (fifteen) days from the date of receipt of the registered letter, with the stipulation



that this period may contractually be greater, depending on the duration of the Operation and/or the type of sponsored programme.

**13.2** In this eventuality the value of the penalty due by the Purchaser is as follows:

- in the case of an Operation of less than or equal to one month, the penalty shall be equal to 100% (one hundred percent) of the total net budget excluding taxes of the Operation;
- in the case of an Operation lasting for more than one month the penalty shall be at least equal to 100% (one hundred percent) of the net value excluding taxes due by the Purchaser for the broadcasts and/or recordings of the Sponsorship Operation planned in the 30 (thirty) days following the date of effect of the Purchaser's termination, although this sum may not be less than 25% (twenty-five percent) of the total net budget excluding taxes due by the Purchaser, on the date of termination, for the remainder of the Operation.

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

**14.1** If the Sponsorship Operation is open to a co-partnership, two Advertisers from the same sector of activity cannot be present in the same operation.

"Sector Code" is understood to mean the eight-figure code consisting of the family number, class number, sector number and variety number allowing the product or service which the Advertiser wishes to promote to be associated with a variety of product or service in the table "sector codes nomenclature", published by France Télévisions Publicité.

**14.2** The first Purchaser which has confirmed its purchase has the right to choose the order in which it is mentioned in the sponsorship operation (billboard, voice-over, etc.). This order cannot under any circumstances vary within the billboards and trailers. In addition, no rotation is possible. However, when an Advertiser is the priority Advertiser for an operation in application of articles 8 and 9 it shall automatically have priority in the listing order.

If several Advertisers are already present in 2017 for the same operation the chronological order of confirmation of purchase shall be followed when choosing the listing order.

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

#### **15. Offers relating to the Sponsorship Operation**

**15.1** On France Télévisions Publicité's initiative an impact study on the sponsorship action may be proposed. In this case France Télévisions Publicité reserves the right to use the results in all forms and for all commercial purposes, including presentations of commercial pitches, communiqués and leaflets, and to include the name of the Sponsor.

**15.2** The Advertiser cannot object the presence of advertising messages relating to competitors or brands in competition with its own in the advertising slots preceding or following the sponsored programme, sponsored trailers or sponsored short programmes. Each sponsorship contract is independent of other sponsorship contracts and of Advertising Orders. However, if the Advertiser makes such a request, and subject to schedule availability, France Télévisions Publicité may offer to include the Advertiser in the advertising slots preceding or following the sponsored programme.

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

**16.** Technical costs Technical costs and production costs of the sponsorship elements are not included in the budget of the Sponsorship Operation.

**17.** Inspection of the elements to be broadcast Mentions and animations specific to the Sponsorship Operation are subject to the inspection and prior, written agreement of France Télévisions Publicité's legal department and of the Artistic Management of each Medium concerned by the Operation.

## 18. Incidents

If there is a reaction by the Higher Audiovisual Council, or in the event of a change of regulations, France Télévisions Publicité reserves the right to cancel the broadcast of the Advertiser's billboard, without delay. The Sponsorship Operation may be cancelled under the terms of article 12.

## 19. Production -- Content of the sponsorship elements

### 19.1 Concerning the channels France 2, France 3 National, France 3 Régions, France 4, France 5 and France Ô.

The sponsorship elements (billboards of the programmes and/or of the games competitions, trailers, present display packshot, etc.) and the screen visual identities shall be produced without fail by France Télévisions Publicité Conseil, a simplified joint-stock company with capital of €40,000, having its registered office in Boulogne-Billancourt (92641 Cedex), 64-70 avenue Jean-Baptiste Clément, SIREN 382 258622 Nanterre Trade and Companies Register, in coordination with the Purchaser. All uses, other than the use set out herein, of the sponsorship elements (billboards of the programmes and/or of game competitions, trailers, prize display packshots, etc.), and screen visual identities, are subject to France Télévisions Publicité Conseil's prior, written authorisation.

### 19.2 Concerning France 3 Régions and Theme-Based Channels:

The production of the sponsorship elements (billboards of programmes and/or of game competitions, trailers, prize display packshots, etc.), and screen visual identities, are provided by France Télévisions Publicité Conseil only at the Advertiser's written request, and after a prior, written agreement of France Télévisions Publicité Conseil.

In this case all uses, other than the use set out herein, of the sponsorship elements (billboards of the programmes and/or of game competitions, trailers, prize display packshots, etc.), and screen visual identities, are subject to France Télévisions Publicité Conseil's prior, written authorisation.

### 19.3 Content of the sponsorship elements:

Mentions and animations specific to sponsorship creations are subject

as of right to the regulations in force, and in particular to the provisions of decree no. 92-280 of 27 March 1992 amended.

It is stipulated hereby that, in respect of sponsorship creations onlined using on-demand audiovisual media services (SMAd), the latter are subject as of right to the provisions of decree no. 2010-1379 of 12 November 2010.

## 20. Production methods

**20.1** In all cases in which France Télévisions Publicité Conseil undertakes production of the sponsorship elements, this production is undertaken in coordination with the Purchaser.

**20.2** France Télévisions Publicité Conseil sends the Purchaser a storyboard proposal, accompanied by an estimate relating to the production costs, by registered letter with acknowledgement of receipt, by fax or by any other means which may enable receipt of the proposal to be dated with certainty.

The Purchaser must return the estimate signed. In any event, after a period of two (2) working days from receipt of the estimate by the Purchaser, unless the estimate is challenged by the Purchaser within this period, the estimate shall be deemed to be accepted.

**20.3** The production costs are estimated and covered by an invoice, separate from that/those relating to the purchase of sponsorship space, produced by France Télévisions Publicité Conseil. The invoice produced by France Télévisions Publicité Conseil is payable thirty (30) days from the invoice date, on the 10th of the following month, in accordance with article 32 hereinafter.

**20.4** Subject to full performance by France Télévisions Publicité Conseil of the production of the sponsorship elements, and to full payment by the Purchaser of the sums due, the Advertiser shall then hold, on a non-exclusive basis, the rights of reproduction and representation of the

sponsorship creations supplied by France Télévisions Publicité Conseil required for the exploitation and use of them, to the extent of the rights obtained by the latter.

This being so, the Advertiser acknowledges and accepts that the rights granted in this manner shall be limited to their exploitation on the Medium/Media and the Site(s) administered by France Télévisions Publicité for a term of 1 (one) year from the date of first broadcast of the Sponsorship Operation.

The Advertiser is also authorised to exploit these sponsorship creations on its institutional Website for the term mentioned in the previous paragraph, provided it has informed France Télévisions Publicité Conseil in writing thereof beforehand.

All other exploitation of the sponsorship creations must be covered by a new agreement between France Télévisions Publicité Conseil and the Advertiser, on terms (in particular financial terms) to be defined in good faith.

## **21. Guarantee of quiet use and enjoyment of the supplied elements**

**21.1** The Advertiser guarantees to France Télévisions Publicité, the Media and France Télévisions Publicité Conseil that the creations communicated by it or its Representative to France Télévisions Publicité Conseil for the purpose of production of the sponsorship elements do not use subliminal techniques, and that their content does not contravene any law, rule or legislation in force, and does not include any defamatory or prejudicial allusion with regard to third parties.

**21.2** In particular, the Advertiser guarantees to France Télévisions Publicité, the Media and France Télévisions Publicité Conseil that the said creation does not infringe any intellectual property right of third parties (copyright, design rights, trademarks and other distinctive signs, etc.), nor personality rights and, in particular, image rights of third parties.

## **22. Acquisition of rights of third parties**

**22.1** The Advertiser is responsible for obtaining and paying for all rights of reproduction, adaptation, representation, translation and, more generally, all literary and artistic ownership rights and/or industrial property rights relating to the distinctive signs, photographs, music, video and other elements which it provides for the purpose of their broadcast by the Media, in connection with the creations specific to the Sponsorship Operation.

**22.2** The Advertiser holds France Télévisions Publicité, the Media and France Télévisions Publicité Conseil harmless against all actions of any kind brought, in particular, by authors, producers, directors, interpretative artists or any other persons who consider themselves wronged by the sponsorship creations, on any basis whatsoever.

**22.3** The Advertiser acknowledges and accepts expressly that the conclusion of a sponsorship contract grants the Media the right to broadcast the sponsorship creations, whatever the reception terminal, including in the event of full takeover of the signal of certain programmes for the purpose of their broadcast on any telecommunication medium. The Advertiser acknowledges that it is the holder of all the rights required for the broadcast of these creations on these Media and holds France Télévisions Publicité harmless in connection therewith.

## **23. Uses related to the Sponsorship Operation**

**23.1** Conclusion of a sponsorship contract gives France Télévisions Publicité the right to undertake broadcasts of the sponsorship creations, in addition to the programmes covered by the sponsorship contract, in connection with France Télévisions Publicité's internal and external communication, in particular for the requirements of informing the Purchasers, to which the Advertiser expressly consents, both on its own behalf and on behalf of all third parties having contributed to the production of the sponsorship elements.

**23.2** Except for the mentions expressly provided by the sponsorship contract, this contract gives the Advertiser no present or future right, of any kind whatsoever, relating to the programme forming the subject of the contract.

This being so, the Advertiser may under no circumstances, for any reason whatsoever, object to the sale to third parties, including competitors, of any licences attached to the sponsored programme.

**23.3** The Purchaser undertakes not to use, in any manner, the broadcast of the programme as a medium for the launch or promotion of a product or service, of a brand or any other distinctive sign, or any other information, whether or not undertaken concomitantly with the broadcast, nor to use any element of the programme with a promotional or advertising aim without the Media's prior, written agreement. The Advertiser also undertakes not to influence the content of the sponsored programme in any manner whatsoever.

**23.4** All mentions on other media (PLV [Point of Sale Advertising], press, radio, etc.) of the Sponsorship Operation established by the Media, in particular with a promotional aim, and/or any use of the programme, its elements (characters, title, names of presenters, etc.) or of the trademarks "France 2", "France 3", "France 4", "France 5", "France Ô", and of the trademarks of the Theme-Based Channels, must be submitted beforehand to France Télévisions Publicité for prior, written agreement of the said Media. If the Media agree, an estimate relating to the possible use of the name of the Media, of the title of the programmes, the names of its presenters or any other element, shall be produced by the Media.

## SPONSORSHIP AND PROVISION OF PRIZES

**24.** The Advertiser may provide prizes in consideration for mention of it as a Sponsor in connection with games programmes or games sequences broadcast within programmes other than games programmes.

All Sponsorship and Provision of Prizes Operations must be concluded in accordance with the provisions of the present General Sales Terms. The prizes offered by the Advertiser shall be purchased by France Télévisions Publicité, on the Media's behalf. To this end the Advertiser shall send France Télévisions Publicité the invoices relating to the values of the offered prizes (price excluding taxes). The said invoices must in all cases quote the reference of the sponsorship and provision of prizes contract produced by France Télévisions Publicité.

The values of the prizes mentioned by the Purchaser when the Sponsorship and Provision of Prizes Operation is concluded shall not be able to be modified after invoicing. In consideration for the mentions made on the Medium/Media an invoice shall be issued by France Télévisions Publicité and shall be sent to the Advertiser.

When the financial value of the sponsorship space is higher than the price of the offered prizes France Télévisions Publicité shall send the Advertiser an invoice relating to the purchase of additional space, called "insert rates", which it shall pay within the time allowed.

## 25. Delivery of prizes and material management of them

**25.1** The Advertiser is, in all cases, exclusively liable for delivery of the prizes offered to the winners, and this delivery must occur at the latest 2 (two) months after the broadcast date of the programme in question (except for journeys and trips which are covered by specific provisions defined in the contract). If delivery is not made within the granted period the Purchaser undertakes to inform France Télévisions Publicité's prizes department and the winners concerned thereof immediately.

**25.2** In addition, material management of the prizes is the Purchaser's responsibility. The Purchaser undertakes to give the winners concerned a warranty certificate in proper and due form, and guarantees that the prizes shall be in accordance with the use for which they are intended. The Advertiser shall hold France Télévisions Publicité and the Media

harmless against all recourse or claims by any parties as a consequence of the provision of the prizes, and in particular if the offered prizes are not in accordance with that which was promised.

The Advertiser also undertakes to process the winners' complaints diligently and with responsiveness. It shall be answerable for its courtesy and that of its employees with regard to the clientele, the Media and France Télévisions Publicité, in particular with regard to the winners.

The Advertiser shall have a maximum period of 10 (ten) days from receipt of a complaint of any kind whatsoever to reply to the winners' reminders, and shall inform France Télévisions Publicité's prizes department on receipt of the complaint.

### 25.3 Journeys and trips

When the prizes offered by the advertise consist of journeys and/or trips the Advertiser undertakes, as an exemption to the previous paragraph, to deliver these prizes to the winners during the period of validity of the prizes, or within the deadline stipulated in the contract.

In the event of cancellation or postponement of the flight, and/or of the trips awarded as prizes and, more generally, of any difficulty relating to performance of the service, the Purchaser undertakes to inform France Télévisions Publicité and the winners concerned in writing without delay.

The Purchaser shall also inform France Télévisions Publicité each month, and otherwise at its first request, within a period of 7 (seven) days, of the states of the prizes taken up and of the beneficiaries to whom they have been attributed.

The Purchaser gives an undertaking to the winners concerned to inform them of the availability of the prizes within a period of 4 (four) months minimum before the departure date. The term of validity of the prizes is 1 (one) year from the broadcast (unless otherwise provided in the contract), excluding school holidays, unless the winner is a teaching staff member, or in the case of prizes targeted at whole families with

children in education, and according to availability.

On expiry, the term of validity of the prizes shall automatically be extended by a term equivalent to the initially provided terms if the prizes have not been able to be taken up by the winner for reasons attributable to the Advertiser within this period.

In this case the Advertiser undertakes to offer the winner, after France Télévisions Publicité's prior agreement, an alternative solution as rapidly as possible.

If the prizes cannot be taken up due to a political event or any other unforeseeable circumstance affecting the offered prizes the Advertiser undertakes to offer the winners in question prizes of equal values for other destinations.

26. If the above obligations are not met the Purchaser shall be liable at France Télévisions Publicité's first request to pay a flat-rate, final penalty equivalent to the financial value of the Operation stipulated in the sponsorship and provision of prizes contract, without prejudice to any subsequent legal recourse.
27. No Advertiser sponsoring a programme may object to the Media inviting another Advertiser to contribute to the provision of prizes for the games organised in the said programme.
28. Prizes offered in the programmes shall be presented in accordance with the technical and artistic instructions (in particular visual and acoustic instructions) of the production of the programme, and subject to the inspection and prior agreement of France Télévisions Publicité's legal department.

Technical costs and production costs relating to the presentational elements of the prizes are not included in the budget of the Sponsorship and Provision of Prizes Operation and shall always be payable by the Advertiser. The Advertiser is informed that the Media's telematic, Audiotel and Websites services may be mentioned on air as the sole methods of participation in the games.

29. The prizes offered in a provision of prizes operation must be subject to a firm and final agreement between the Advertiser and France Télévisions Publicité at least 15 (fifteen) days before the shooting start date.

The Advertiser undertakes to submit for France Télévisions Publicité's prior agreement all modifications relating to the nature and/or quantity of the prizes in question, at the latest 6 (six) days before the shooting start date. After this time, or if no agreement is reached, the initially planned prizes must be supplied by the Advertiser.

## INVOICING AND PAYMENT TERMS

30. Invoices and credits are produced by France Télévisions Publicité, at the end of each broadcast month, and for the mentions broadcast during the month, in the Advertiser's name.

The originals of the invoices and credits are sent to the Advertiser, and if applicable a duplicate is sent to the authorised Representative in accordance with the mandate declaration.

31. The Advertiser is at all times the party liable to pay for the Sponsorship Operation, even if a payment authority is given to its Representative.

All payments or advances made by the Advertiser to its Representative are non-binding on France Télévisions Publicité, and do not release the Advertiser with regard to France Télévisions Publicité.

The Advertiser shall bear exclusive liability for risks of default of its Representative.

The Advertiser may, under its exclusive liability, give a mandate to the Representative to receive, in its name and on its behalf, the value of credits issued by France Télévisions Publicité. Payment by France Télévisions Publicité of the value of the credits to the Representative releases France Télévisions Publicité with regard to the Advertiser, which shall bear exclusively the risks of subsequent default of the Representative.

In any event, the Representative undertakes not to offset the value of credits issued by France Télévisions Publicité against invoices issued by it.

32. Invoices are payable to France Télévisions Publicité by cheque or bank transfer and possibly by offsetting of invoices in the case of a Sponsorship Operation with provision of prizes, 30 days from the date of the invoice on the 10<sup>th</sup> of the following month (or on the first following working day after the 10<sup>th</sup> if the 10<sup>th</sup> of the month is not a working day), before 4 PM, at the following due dates:

INVOICE MONTH	OF ISSUE OF ISSUE OF THE INVOICE	DUE DATE (DEADLINE FOR RECEIPT OF PAYMENT)
JANUARY	31/01/19	11/03/19
FEBRUARY	28/02/19	10/04/19
MARCH	29/03/19	10/05/19
APRIL	30/04/19	11/06/19
MAY	31/05/19	10/07/19
JUNE	28/06/19	12/08/19
JULY	31/07/19	10/09/19
AUGUST	29/08/19	10/10/19
SEPTEMBER	30/09/19	12/11/19
OCTOBER	31/10/19	10/12/19
NOVEMBER	29/11/19	10/01/20
DECEMBER	31/12/19	10/02/20

France Télévisions Publicité must be in possession of the Advertiser's funds at the latest on the due date shown on the invoice.

Regularisation invoices issued by France Télévisions Publicité are payable at the due date given in the invoice.

Bank drafts are not accepted.

**33.** France Télévisions Publicité may require full payment in advance of the Sponsorship Operations, and direct payment by the Purchaser or a bank deposit, notably in the following cases:

- a new Purchaser (a new client for France Télévisions Publicité);
- a Purchaser for which France Télévisions Publicité has recorded payment incidents or delays, or a dispute having arisen or likely to arise;
- a Purchaser the solvency of which appears to it to be uncertain, bearing in mind its situation.

Payment in advance means that France Télévisions Publicité must be in possession of the Advertiser's funds at least 10 (ten) days before the first broadcast of an Operation.

In this case a pro forma invoice is sent to the Advertiser, with the despatch of a duplicate, if applicable, to the Representative; the definitive invoice is sent to the Advertiser at the end of the month during which the broadcast takes place.

**34.** If the payment terms are not met, Operations which have not yet been performed may be cancelled as of right by France Télévisions Publicité, without notice or compensation, and without prejudice for any other legal proceedings.

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

If the 15% rate were to become less than three times the legal interest rate, the applied penalty rate would be three times the legal interest rate, rounded up to the nearest whole number.

In accordance with the provisions of article L. 441-6 of the Commercial Code, flat-rate compensation of forty (40) Euros for administrative costs would be payable as of right to France Télévisions Publicité, without prejudice for additional compensation.

France Télévisions Publicité also reserves the right to refuse to include invoices which have not been paid at the due date when calculating the discounts granted under its Trade Terms.

**35.** France Télévisions Publicité does not apply any discount in the event of early payment.



## BROADCASTING INCIDENTS

- 36.** The scheduling elements of the programme(s), including trailers, covered by the sponsorship contract are given purely for information and without guarantee. The Media reserve the right to modify in whole or in part the dates, times and durations of the programmes, or to cancel them; and the Purchaser shall not be able to make any claim against France Télévisions Publicité or the Media, or request damages in the event of:
- force majeure, strike;
  - any reason relating to their public service obligations listed, in particular, in France Télévisions' schedule of obligations or agreements concluded with the Higher Audiovisual Council;
  - requirements of the station, disrupted organisation and broadcast of programmes, substantial amendment of the contracts binding the Media to the rights-holders for retransmissions of events.
- 37.** Sponsorship Operations or mentions which are not broadcast for technical reasons, or for the reasons set out in article 36 and attributable to the Medium or Media or to France Télévisions Publicité, are not invoiced, and the Purchaser or third parties cannot in any event claim compensation or a price reduction.

- 38.** However, broadcasting incidents or even operational interruptions of one or more television transmitters give entitlement to compensation or a price reduction on the following terms:

- Concerning the channels France 2, France 3 National, France 3 Régions, France 4, France 5 and France Ô:

Interruptions or incidents acknowledged by France 2, France 3 National, France 3 Régions, France 4, France 5 and France Ô or TDF occurring in the transmission centres listed below give entitlement to a proportional reduction of the price due by the Purchaser:

Paris (Eiffel Tower)	25%	Marseille (Grande Étoile)	6%
Lyon (Mont Pilat)	6%	Lille (Bouvigny)	5%
Toulouse (Pic du Midi)	5%	Amiens (Bouvigny)	5%
Niort (Maisonnay)	4%		

The repayment made under the present article excludes any other compensation, indemnity or interest, payable to the Purchaser or to any interested third party.

- Concerning the Theme-Based Channels  
Interruptions or incidents acknowledged by one of the above Media, and certified by their broadcaster(s) (satellite operators, cable operators) give entitlement to a reduction of the price due by the Purchaser, in proportion to the number of homes able to receive the channel or channels in question, which were not technically able to receive all or a proportion of the sponsorship messages.

This reduction, given under the present article, excludes any other compensation, indemnity or interest, payable to the Purchaser or to any interested third party.



## GENERAL PROVISIONS

39. The Purchaser acknowledges that the electronic files exchanged with France Télévisions Publicité in connection with performance of the Sponsorship Operations may be subject to intrusion or contamination actions by a third party, in particular in respect of Internet transmissions. In connection therewith France Télévisions Publicité may not be held liable for direct and/or indirect damage caused to the Purchaser by computer viruses or any other malicious or harmful program having caused malfunctions, blockages and/or impairment of data in computer systems or during broadcast of the sponsorship spaces on the Media.
40. France Télévisions Publicité undertakes not to disclose any confidential information to which it may have access in connection with the Sponsorship Operations. All information, of whatever kind or medium, shall be considered confidential when it has been previously identified in writing as confidential by the Purchasers.

France Télévisions Publicité undertakes to protect the confidentiality of the said information until the date of first broadcast or of onlining on the medium or media and/or the Site(s) of the Sponsorship Operation(s).

41. The Purchaser expressly acknowledges that all electronic documents consisting of a scan of a succession of signed documents relating to performance of the Sponsorship Orders (called hereinafter "Document") constitutes a literal proof in the sense of article 1365 of the Civil Code, and is considered to be an original document with the same value and the same probative force as a document on a paper medium, in accordance with article 1366 of the Civil Code, and may validly be held to be binding on it. The Purchaser consequently acknowledges that all Documents are accepted as irrefutable proof of their content, of the identity of the signatory and of their consent to the de facto and de jure obligations and consequences arising therefrom, which shall be admissible as proof in courts with jurisdiction.

## TERMINATION AND DISPUTES

42. Any objections or disputes which may result from the interpretation and/or performance hereof, and more generally from the formation and performance of the sponsorship contracts, are subject to the exclusive jurisdiction of the Paris courts, including in the event of close connection between two cases, impleader or multiple defendants.



# 3

## General Sales Terms for sale of **digital technology**



# General Sales Terms for sale of digital technology

Applicable to advertising and sponsorship messages onlined between 1 January 2019 and 31 December 2019

The present terms (hereinafter the "General Sales Terms") are applicable to the sale of Advertising and Sponsorship Spaces (called hereinafter "The Advertising Spaces") of Digital Technology (the list of Sites or applications of which are listed in the terminology of the commercial sales terms for Digital Technology), called hereinafter "the Site(s)" or "the Digital Technology(ies)",

for which France Télévisions Publicité, a joint-stock company with capital of 38,100 Euros, registered in Nanterre Trade and Companies Register as number SIREN 332 050 038, having its registered office at Boulogne-Billancourt (92641), 64-70 avenue Jean-Baptiste Clément, provides advertising management. They also apply, if applicable, to the sale of Advertising Spaces or all other interactive media, such as HbbTV, smart TV, IPTV, newsletters and all non-linear digital broadcasting methods administered by France Télévisions Publicité.

Under the present General Sales Terms the following terms have the following meanings:

- **"Advertiser"**: the natural person or legal entity on behalf of which the advertising and/or sponsorship message is onlined on the Site(s);
- **"Representative"**: all agencies or intermediaries acting in an Advertiser's name and on its behalf, duly authorised by a written contract;
- **"Purchaser"**: all Advertisers or Representatives acting in the name and on behalf of the Advertiser under a written mandate, and passing an Insertion Order;
- **"Formats"**: the various technical specifications of the Advertising Spaces as referred to in article 35 of the present General Sales Terms;
- **"Insertion Order"** or **"Order"** the agreement for onlining an advertising message and/or a sponsorship message, which France Télévisions Publicité and the Purchaser have reached in accordance with the

reservation requests made by the latter and accepted by France Télévisions Publicité, bearing in mind the availabilities of the inventories of the Site(s), and concluded in accordance herewith. Performance of the Insertion Order consists in onlining the message provided by the Advertiser in the location reserved for this purpose in accordance with the present General Sales Terms;

- **"Cookie"**: the computer file which may be installed in the terminal of a user when they are browsing the Sites, enabling data relating to browsing of the user's terminal to be recorded;
- **"Tag"**: the marker inserted within advertising and sponsorship messages broadcast on the Sites allowing effective onlining of the said messages, and enabling the number of displays of them to be counted.

Only the version published on France Télévisions Publicité's website, accessible at the URL "[http:// www.francetvpub.fr](http://www.francetvpub.fr)", is authoritative. Any publication on another medium is made only for information. France Télévisions Publicité reserves the right to modify at any time the stipulations of the present General Sales Terms, on the understanding that the modifications shall be applicable only from the time when they are published on France Télévisions Publicité's website. If the General Sales Terms are modified, Orders validly concluded before the said modifications shall continue to have effect until their term. It is stipulated hereby that all other documents of any kind whatsoever, sent to France Télévisions Publicité by the Purchaser, making reference to its own trade terms, shall be for information only, shall not imply any acceptance of the said terms by France Télévisions Publicité, and shall not be binding on it.

## CONCLUSION OF PURCHASES OF ADVERTISING SPACES

1. Every purchase of Advertising Space is covered by an Insertion Order, which stipulates its various methods. It is concluded by the Purchaser, with France Télévisions Publicité, which is exclusively authorised to sell the Advertising Spaces of the Sites which it administers. The Insertion Order, previously completed by France Télévisions Publicité and sent by email in PDF format to the Purchaser, constitutes a firm purchase of Advertising Spaces. The Purchaser undertakes to return it signed, affixed with the Purchaser's stamp, to France Télévisions Publicité before the deadline stipulated in the Order. After this time France Télévisions Publicité reserves the right to dispose freely of the Advertising Spaces defined in the said Order. The rights and obligations resulting from the said Insertion Order may not be assigned to any third party whatsoever by the Advertiser, in any form or in any manner whatsoever.

2. The Sites open for marketing are publicly offered by France Télévisions Publicité, in the form of regularly updated commercial offers, which stipulate the methods for purchase of Advertising Spaces and the applicable rates.

If a television programme open to sponsorship is online on the Site(s) France Télévisions Publicité reserves the possibility of marketing all the station and digital sponsorship spaces within a single commercial offer constituting an indissociable set of sponsorship spaces. If the said spaces have not been purchased 2 (two) months before the date of first broadcast of the programmes concerned, France Télévisions Publicité reserves the right to market separately the sponsorship spaces covered by the initial commercial offer.

3. France Télévisions Publicité and the Site(s) reserve the possibility of refusing all Advertisers and all messages which they consider do not match their image, their legal, statutory or contractual obligations, their artistic, ethical or editorial lines, or the nature of the category in which the Advertising Space is included, and also all advertising messages from another digital medium for a service in competition with the one in the environment of which it is envisaged to broadcast the advertising message.

## PURCHASE THROUGH A REPRESENTATIVE

4. All purchases of Advertising Spaces on the Site(s) are subject to the provisions of law no. 93-122 of 29 January 1993. Insertion Orders can be concluded directly by the Advertiser or, in its name and on its behalf, through a Representative.

All purchases of Advertising Space by an intermediary are made under a mandate contract, by the effect of which the Representative represents the Advertiser with France Télévisions Publicité, the contractual obligations being established directly between the Advertiser and France Télévisions Publicité. The Advertiser declares the existence of the mandate of its Representative by giving France Télévisions Publicité the mandate declaration in accordance with the template published by France Télévisions Publicité for a calendar year.

In the case of multiple mandates the intermediary must in all cases observe the principle of separate management of the accounts for each Advertiser.

An Advertiser which directs an intermediary for the purposes of passing its Orders undertakes not to intervene simultaneously with its Representative in passing, confirming, modifying or cancelling Orders, unless a written exemption has expressly been granted beforehand by France Télévisions Publicité.

The Advertiser undertakes to inform France Télévisions Publicité of any modification relative to the mandate which it has given its Representative, without delay, by registered letter with acknowledgement of receipt.

Under the present General Sales Terms the stipulations relative to the Representative apply, if applicable, to the Sub-Representative.

## PRIORITY RIGHT TO PURCHASE

5. Only long-term Digital Technology operations (minimum 6 (six) consecutive months) can have a priority right to purchase for the same period in the following year.

The priority Advertiser and/or its Representative must notify, by registered letter with acknowledgement of receipt, by fax or by any other manner which enables receipt of the notification to be dated, its intention to avail itself of the priority right to purchase at least four (4) months before the date of broadcast of the operation. France Télévisions Publicité acknowledges receipt of the priority right to purchase by fax or email.

It is stipulated hereby that the priority right to purchase applies only to Sites and Formats concerned by the previous long-term digital operation of the priority Advertiser.

If on expiry of its priority period the priority Advertiser has not informed France Télévisions Publicité of its wish to repeat the operation, France Télévisions Publicité may then freely market the spaces of Digital Technology which enjoyed a priority right to purchase.

A priority right to purchase is personal to an Advertiser and cannot be assigned.

## TAKE-UP OF OPTIONS

6. All Purchasers can choose, in writing, with France Télévisions Publicité, in the form of an option, one or more Digital Technology operations offered for sale, clearly indicating the Site(s), the Format(s), the chosen dates, and the financial value of the operation.

France Télévisions Publicité reserves the right not to record options for certain Sites. This decision is made the subject of an information note for Purchasers' attention.

In any event, France Télévisions Publicité retains, for each proposed operation, only the first three options which are communicated to it.

The options are retained in chronological order of receipt.

To this end, the option(s) must be sent by registered mail, fax or any other manner enabling the receipt of the option to be dated.

In any event, no option shall be recorded less than eight (8) weeks from the date of first onlining of the selected operation(s).

- 6.1 If it is received from a Representative an option is valid only provided the above-mentioned mandate declaration is attached to it.

When the option is taken up by a Representative it can be confirmed or cancelled only by the latter, and the Advertiser undertakes not to intervene simultaneously with its Representative in this regard.

An option is personal to an Advertiser and cannot be assigned.

- 6.2 All options from a Purchaser must in all cases state that the present General Sales Terms are accepted in order to be retained.

- 6.3** France Télévisions Publicité acknowledges receipt of the option by fax or by email, informing the Purchaser of the option's expiry date.

After this date, if no confirmation is given, the option lapses.

- 6.4** If several Purchasers have taken an option for the same operation, and if a Purchaser makes a firm purchase proposal, a confirmation period of 48 (forty-eight) hours commences, on the day following the one on which the Purchaser confirmed, for all Purchasers having taken an option.

Firm purchase confirmations received during this period of 48 (forty-eight) hours are retained according to the priority rules defined in article 6.5.

The duration of the option may under no circumstances be extended, including in the case of a confirmation period of 48 (forty-eight) hours starting 24 (twenty-four hours) before the expiry date of the option.

- 6.5** If several Purchasers have taken an option for the same operation priority shall be given to the option relating to the longest period. In the case of identical action periods the chronological order of arrival of the option shall be taken into account.

- 6.6** France Télévisions Publicité reserves the right to offer for sale operations for which an Advertiser has a priority right to purchase in application of article 5.

These operations may be covered by a firm purchase or options by other Purchasers, under the suspensive condition of non-exercise of its right of priority by the Purchaser benefiting from it.

In the event of a firm purchase proposal by other Purchasers, these proposals shall be considered in chronological order of receipt. On the expiry date of the purchase priority France Télévisions Publicité shall confirm or not confirm the firm purchase proposals of the other Advertisers, in accordance with the decision of the priority Purchaser.

In the case of purchase options by other Purchasers France Télévisions Publicité shall retain only the first three options which are communicated to it, in chronological order of receipt.

If a Purchaser makes a firm purchase proposal, the Purchasers benefiting from an option shall have the stipulations of articles 6.4 and 6.5 applied to them.

- 7.** When a firm reservation is made France Télévisions Publicité may require that the Purchaser pays a down payment equal to 10% of the net budget of the operation concerned by this reservation. This down payment shall be deducted from the global value of the operation at the end of the contract.

## CANCELLATION

- 8.** Any cancellation of a firm reservation by the Purchaser must be sent to France Télévisions Publicité in writing, whatever the medium and methods of transmission, provided it enables the date of receipt of the cancellation request to be guaranteed.
- 9.** If the firm reservation is cancelled the down payment defined in article 7 hereof is retained by France Télévisions Publicité.
- 10.** If the Purchaser cancels a firm reservation within a period of more than 4 (four) weeks of the first envisaged onlining the Purchaser is not obliged to pay a withdrawal penalty to France Télévisions Publicité.
- 11.** If the Purchaser cancels a firm reservation within a period of between 4 (four) and 2 (two) weeks of the first envisaged onlining the Purchaser must pay France Télévisions Publicité a withdrawal penalty equal to 50% (fifty percent) of the total net budget of the cancelled operation.

12. If the Purchaser cancels a firm reservation within a period of less than 2 (two) weeks of the first envisaged onlining the Purchaser must pay France Télévisions Publicité a withdrawal penalty equal to 100% (one hundred percent) of the total net budget of the cancelled operation.
13. As an exemption to articles 9, 10, 11 and 12, any cancellation by the Purchaser of a global communication campaign called a "special operation" or "cross-media", combining media and non-media aspects, shall make the Purchaser liable to pay a withdrawal penalty on the following terms:
  - 30% (thirty percent) of the total net sum excluding taxes due by the Purchaser for the cancelled special operation, if the cancellation occurs more than 4 (four) weeks before the start of the services inherent to this operation;
  - 100% (one hundred percent) of the total net sum excluding taxes due by the Purchaser for the cancelled special operation, if the cancellation occurs less than 4 (four) weeks before the start of the services inherent to this operation.

It is understood that France Télévisions Publicité reserves the right to dispose of the space released in this manner.

The Purchaser shall be liable to pay France Télévisions Publicité the full technical costs incurred in respect of the cancelled Advertising Spaces.

14. In the event of termination for a reason attributable to the Purchaser of a contract pending performance, the Purchaser must inform France Télévisions Publicité thereof by registered letter with acknowledgement of receipt. In this eventuality the value of the withdrawal penalty due by the Purchaser shall be equal to 100% (one hundred percent) of the total net budget of the cancelled operation.

## ONLINING INCIDENTS

15. The dates for onlining of the Webpages are given as indications only, without any guarantee. The Site(s) and France Télévisions Publicité reserve, in particular in the event of force majeure, strike or exceptional events, in particular technical events, disrupting organisation and presentation of the Webpages, the right to modify in whole or in part the dates of onlining of the advertising or sponsorship campaigns, or to cancel them, and the Purchaser may not then be able to make any claim against the site and/or France Télévisions Publicité, or seek damages.
16. Advertising Space purchase Operations not onlined for reasons set out in article 15 shall not be invoiced, and the Advertiser, its Representative or third parties shall not be able in any event to claim any compensation or price reduction.

## INVOICING AND PAYMENT TERMS

### 17. Invoicing according to the marketing methods

#### **Invoicing on a CPM (Cost Per Thousand) basis**

The Advertiser shall be invoiced at the end of each month on the basis of the number of impressions recorded for the advertising message(s) over a given month, calculated on a basis of 1,000 (one thousand) impressions in proportion to the broadcasts of the advertising message(s) on the Digital Technology media in accordance with the Insertion Order signed by the Purchaser, although it may not exceed the net value excl. tax paid for the period of the said Insertion Order.

#### **Invoicing on a CPV (Cost Per View) basis**

The Advertiser shall be invoiced at the end of each month on the basis of the number of impressions seen for the advertising message(s) on the Digital Technology media in accordance with the Insertion Order signed by the Purchaser, although it may not exceed the Net value excl. tax paid for the period of the said Insertion Order.

**Flat-rate invoicing**

The Advertiser shall be invoiced for the broadcasts of the advertising message(s) in accordance with the Net value excl. tax of the Insertion Order on a Flat Rate basis signed by the Purchaser:

- on a monthly proportional basis;
- or at the end of the month of the end of the operation(s).

18. The Advertiser is at all times the debtor party with regard to France Télévisions Publicité liable to pay for the Advertising Spaces onlined on its behalf, including if a payment mandate has been given to its Representative. All payments or advances made by the Advertiser to its Representative are consequently non-binding on France Télévisions Publicité, and do not release it with regard to France Télévisions Publicité.

19. Invoices and credits are produced by France Télévisions Publicité with the Advertiser designated as the payee, at the end of each broadcast month, and for the messages onlined during the month. Their original is sent to the Advertiser. If applicable, a duplicate is sent to the authorised Representative in accordance with the mandate certificate. The Advertiser shall bear exclusive liability for the risks of default of its Representative.

The Advertiser may, under its sole liability, give a mandate to the Representative to receive, in its name and on its behalf, the value of the credits issued by France Télévisions Publicité. Payment by France Télévisions Publicité of the value of the credits to the Representative releases France Télévisions Publicité with regard to the Advertiser, which shall bear exclusively the risks of subsequent default of the Representative.

Invoices are payable to France Télévisions Publicité by cheque or bank transfer, 30 days from the date of the invoice on the 10th of the following month (or the first working day following the 10th of the month if the 10th is not a working day), before 4 PM (Paris time), at the following due dates:

INVOICE MONTH	OF ISSUE OF ISSUE OF THE INVOICE	DUE DATE (DEADLINE FOR RECEIPT OF PAYMENT)
JANUARY	31/01/19	11/03/19
FEBRUARY	28/02/19	10/04/19
MARCH	29/03/19	10/05/19
APRIL	30/04/19	11/06/19
MAY	31/05/19	10/07/19
JUNE	28/06/19	12/08/19
JULY	31/07/19	10/09/19
AUGUST	29/08/19	10/10/19
SEPTEMBER	30/09/19	12/11/19
OCTOBER	31/10/19	10/12/19
NOVEMBER	29/11/19	10/01/20
DECEMBER	31/12/19	10/02/20

France Télévisions Publicité must be in possession of the Advertiser's funds at the latest on the due date shown on the invoice.



20. France Télévisions Publicité may require payment in advance of the space purchase operation, in particular in the following cases:
- A new Advertiser or new Representative (a new client for France Télévisions Publicité);
  - An Advertiser or Representative with which France Télévisions Publicité has experienced payment incidents or delays, or a dispute having arisen or likely to arise;
  - An Advertiser or Representative with uncertain solvency.

Payment in advance means that this must be made before any part of the planned campaign is onlined.

In this case a pro forma invoice is sent to the Advertiser, with a duplicate to the Representative, if applicable.

The definitive invoice is sent to the Advertiser at the end of the month during which the onlining occurred.

21. In the context of marketing of Solutions each Solution consists of a set of Advertising Spaces on Digital Technology and is offered at a single price. The elements comprising Solutions can under no circumstances form the subject of a claim or a credit, and France Télévisions Publicité's undertaking covers the entire Solution, not each of its elements.
22. If the payment terms are not met campaigns which have not yet been onlined may be cancelled as of right by France Télévisions Publicité, without notice or compensation, and without prejudice for any other legal proceedings. In addition, a penalty of 15% (fifteen percent) shall be payable on sums not paid on the due date stated on the invoice, from the first day following this date, pro rata to the number of days of delay, on an annual basis of 360 (three hundred and sixty) days. If the above-mentioned 15% (fifteen percent) rate were to become less than three times the legal interest rate, the applied penalty rate would then be modified to a rate equal to three times the legal interest rate, rounded up to the nearest whole number.

In accordance with the provisions of article L. 441-6 of the Commercial Code, compensation of forty (40) Euros for administrative costs would be payable as of right to France Télévisions Publicité, without prejudice for additional compensation.

France Télévisions Publicité also reserves the right to refuse to include invoices which have not been paid at the due date when calculating the discounts granted under its trade terms.

23. It is understood that France Télévisions Publicité's campaign management tool is deemed approved between the parties.

Any claims, of any kind whatsoever, and in particular claims relating to the onlining of a campaign or to the content of an invoice, shall be received by France Télévisions Publicité only in writing, and only within a maximum period of 30 (thirty) days after the date of the corresponding invoice.

## ETHICS - REGULATIONS

24. Editorial responsibility of the Site(s) implies that the Advertiser must comply with the ethical principles defined in the present General Sales Terms, including when France Télévisions Publicité authorises "rerouting".
25. France Télévisions Publicité complies in particular with the following ethical principles:

**A/** "Rerouting" maybe authorised exclusively for the benefit of a site approved by France Télévisions Publicité, i.e. one which complies with the present General Sales Terms. All other "rerouting" is prohibited.

**B/** France Télévisions Publicité reserves the possibility of checking whether the content of Advertisers' Sites complies with the ethical principles defined in the present General Sales Terms.

- 26.** If these ethical principles are not met France Télévisions Publicité shall systematically discontinue the "rerouting" system without delay, without any reimbursement or payment of compensation on any basis whatsoever.
- 27.** In a general manner, the Advertiser guarantees France Télévisions Publicité and the Sites that its advertising and sponsorship messages comply with the regulations in force and also with good practices in terms of commercial communications, in particular relating to services for communication with the online public.
- 28.** France Télévisions Publicité shall accept on the Sites only advertising and sponsorship messages which comply with the principles defined below:

**A/** Advertising of products and economic sectors relating to FIREARMS, TOBACCO, MEDICINES and MEDICAL TREATMENTS which are only available on medical prescription is prohibited.

**B/** Messages must be in accordance with respect for the human person and their dignity, and also with morality in general. All incitements to violence are prohibited. Messages must not involve any discrimination due to race, gender or nationality of persons. All incitements to behaviour prejudicial to personal health and safety, and more specifically those of minors, are prohibited. All abusive exploitation of nudity, in particular child nudity, is prohibited.

**C/** Messages which mislead consumers or exploit their credulity are prohibited.

**D/** Messages the content of which could shock persons' religious and philosophical convictions are prohibited. France Télévisions Publicité shall not online on its media, and in particular on the Sites, any advertising

message produced by or for political parties, union or professional organisations or political, philosophical or religious schools of thought.

**E/** Messages must be in accordance with respect for the environment.

- 29.** The Digital Technology published by France Télévisions does not schedule advertising and sponsorship messages in favour of products or services relating to horoscopes, astrology, numerology, clairvoyance, tarot cards, prediction products or services, or for any SMS or telephony services concerning which they consider that they do not comply with the regulations in force.
- 30.** In addition, mentions and animations specific to sponsorship creations onlined using on-demand audiovisual media services (SMAd) are subject to the regulations in force, and in particular the provisions of decree no. 2010-1379 of 12 November 2010 authorising the identification of the sponsor by means of its name, logo or other symbol of the sponsor, for example by means of a reference to its products or services, or a distinctive sign.

## CREATION SPECIFIC TO THE ADVERTISER

- 31.** Mentions and animations specific to the planned campaign are subject as of right to the ethical principles set out in the present General Sales Terms, and also, more broadly, to all regulations applicable to advertising and sponsorship messages. This being so, the content of the campaign may be subject to inspection by France Télévisions Publicité's legal department, before the content is onlined for the first time. In any event, France Télévisions Publicité reserves the possibility of refusing or suspending the operation, without reimbursement or payment of compensation on any basis whatsoever, if France Télévisions Publicité's legal department considers that the creations onlined do not comply, in particular, with the ethical principles set out in the present General Sales Terms or any other regulations applicable to the advertising and sponsorship messages.

The provisions of the present article apply to campaigns broadcast in "redirect" mode (formats not hosted by France Télévisions Publicité, but hosted directly by the Advertiser or its Representative). In this hypothesis it is understood that the above-mentioned host must ensure that compliance with the regulations and the ethical principles determined in the present General Sales Terms of the hosted formats is checked. Generally, France Télévisions Publicité reserves the right to remove from the Site(s) all messages the content of which it considers to breach the above-mentioned ethical principles or the regulations in force applicable to advertising and sponsorship messages. The Advertiser shall hold France Télévisions Publicité harmless to this end.

32. Design, manufacture and production of the creations, animations and other identifying elements specific to the planned campaign are undertaken entirely by the Advertiser, and under its responsibility.

However, at the request of the Advertiser or its Representative France Télévisions Publicité may take charge of the design, manufacture and production of the advertising and sponsorship messages, in coordination with the Advertiser or its Representative. In this eventuality the corresponding invoice issued by France Télévisions Publicité is payable within 30 (thirty) days from the date of the invoice, on the 10th (tenth) of the month (or the first working day following the 10th of the month if the 10th is not a working day).

33. In all cases the Advertiser shall take personal responsibility to pay all rights of reproduction, adaptation, broadcast and representation and, generally, all literary and artistic ownership rights and/or industrial ownership rights relating to the distinctive signs, videos (including in respect of the "TV" advertising and sponsorship messages broadcast, after encoding, in connection with the Sites' Advertising Spaces), photographs, music and other elements concerned by the onlining on the Sites in question, of the creations specific to the planned campaign, such that the Site(s) and/or France Télévisions Publicité is/are saved and held harmless from legal action at all times.

## BROADCASTING CONDITIONS

34. The media for broadcast of mentions and animations specific to the planned campaign, together with all elements required for the broadcast of the campaign, must be submitted by email to France Télévisions Publicité, at the address "traffic.manager@francetvpub.fr", at the latest 72 (seventy-two) working hours before the planned onlining date.

If the elements are delivered late France Télévisions Publicité cannot guarantee that the campaign shall be able to commence on the initially planned dates.

### 35. Formats

FORMATS	CHARACTERISTICS
Megabanner	Refers to a banner or advertising space measuring 728 x 90 pixels
Gigabanner	Refers to a banner or advertising space measuring 1,000 x 90 pixels
Block	Refers to a banner or advertising space measuring 300 x 250 pixels
Launch unit/Push-Down	Refers to an advertising space measuring 1,000 x 400 pixels in the open position and 1,000 x 90 in the closed position
Expand banner	Refers to an advertising space which is extended when the mouse passes over it, and which can reach a format of 728 or 1,000 x 400 pixels or 600 x 250 or 600 pixels
Wide angle	Refers to a banner or advertising space measuring 300 x 600 pixels
Masthead	Refers to an advertising space measuring 1,000 x 250 pixels or 970 x 250 pixels
Transparent flash	Refers to a static or animated advertising space scrolling for several seconds as an overlay of a Webpage
Pre-home/Interstitial	Refers to a full-screen advertising format appearing when a user logs on to a site or application, or between viewing of two pages
Page Layout (contact us for the various technical specifications)	Refers to a high-impact advertising format consisting of an arch around the page, at the bottom of the page, and of one or more companion formats
Flash ClickTag	A function which can be implemented with all clickable areas. on (release) {getURL (clickTAG, "_blank");}
The close Button for Transparent Flashes	A function which can be implemented with the close button: on (release) {getURL ("javascript:oas_fermer()");}
Pre-roll/Billboard	Refers to the broadcast of a video advertising message for a few seconds before the display of a content video, cf. article 36
Focus	Refers to a banner or advertising space measuring 400 x 400 pixels exclusive to the france.tv platform
Landscape	Refers to a banner or advertising space measuring 1,200 x 300 pixels exclusive to the france.tv platform
Native Ad	Refers to a sponsored advertising format with an editorial appearance, which is incorporated as far as possible in the source page (themes and texts similar to those covered by the source page)

List of formats given as an indication only.

In the case of a Flash format, supply a backup JPEG, GIF or PNG.

### 36. Advertising or sponsorship video formats: Pre-roll, Video Block

All Advertisers wishing to online a video advertising message (pre-roll) before, during and/or after television programmes and/or video catch-up and video on demand (called hereinafter "SMAd"), must without fail send the Professional Advertising Regulation Authority (called hereinafter ARPP) a copy of each message in H264 format (also called mpeg4 or AVC part 10) ready to be onlined to obtain ARPP's favourable opinion before it is onlined for the first time.

ARPP is the advertising self-regulation organisation in France. Its purpose is to take action in favour of fair, truthful and healthy advertising in the interest of advertising professionals, consumers and the public. It is responsible for systematic examination, before broadcast, of all televisual advertising production.

Only video advertising messages which have received a favourable opinion from ARPP, and in France Télévisions Publicité's possession, shall be onlined using SMAd.

ARPP's favourable opinion does not entail any undertaking, even tacit, by the Sites concerning the onlining of the said advertising messages.

Conclusion of an Insertion Order by the Purchaser implies acceptance of the present General Sales Terms, of the practices and regulations relating to advertising, and to the advertising ethical rules applicable in the Sites' broadcast area, as these follow from the consolidated code of the International Chamber of Commerce, from ARPP's ethical recommendations, and from the opinions of the Advertising Ethics Panel.

#### 36.1 Delivery of advertising messages to France Télévisions Publicité

All Purchasers have the possibility, at no additional price, of placing their advertising messages on the website [www.francetvpub.fr](http://www.francetvpub.fr), using a secure personal login.

Each Purchaser must first send France Télévisions Publicité a duly completed login request note in order to receive a login and password giving it secure access to the website [www.francetvpub.fr](http://www.francetvpub.fr), in this manner protecting the confidentiality of its advertising messages.

The logins and passwords attributed in this manner to the Purchasers are strictly personal, and exclusively reserved for natural persons duly authorised and designated by name on the login request form.

Consequently, and in order to safeguard the quality of service and of security of the logins, France Télévisions Publicité reserves the right, in the event that the logins and passwords are used by third parties which it has not expressly authorised, to deactivate the said logins and passwords and, at their request, to attribute new ones to the Purchasers in question. The Purchaser also undertakes to keep France Télévisions Publicité informed, without delay, of any modifications of any elements in the form referred to in the previous paragraph. If the professional situation of one of the natural persons duly authorised by this means changes France Télévisions Publicité shall deactivate the logins and passwords attributed to them.

The advertising messages shall be supplied exclusively as a high-definition PAD digital media File.

The transmission medium must be submitted to France Télévisions Publicité at the latest six (6) days before the date of the first broadcast. In the event of a change of broadcast schedule France Télévisions Publicité reserves the right to modify the delivery time.

France Télévisions Publicité's Broadcasting Department reserves the right to ask Purchasers to deliver a given advertising message on different broadcasting media.

### 36.2 Standards common to all PADs

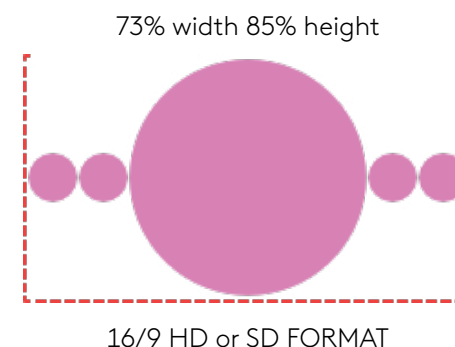
(whatever the type of medium):

#### Image ratio

It must in all cases be 16/9 (native or anamorphic, depending on the video formats).

#### Safe areas

Viewing of the media on video equipment must in all cases comply with the following instructions in respect of the following safe areas (hereinafter "safe area"):



In the 16/9 element there must therefore be a "safe area" covering 85% of the height by 73% of the width (in red on the diagram) in order to be sure that all the "text and logo" elements of the message shall be broadcast on all screen types.

#### Sound level

On 19 July 2011 the Higher Audiovisual Council adopted a deliberation relative "to the technical characteristics of the acoustic level when broadcasting television programmes and advertising messages".

The acoustic level, measured according to recommendation ITU-R BS-1770-2, of the advertising sequences and of each message they contain, is configured using the following methods:

- the average acoustic level measured must be less than or equal to -23 LUFS;
- the short-duration acoustic level measured must be less than or equal to -20 LUFS.

If these values are not met: France Télévisions Publicité may adjust the acoustic level to make it compliant with the imposed standard.

### 36.3 High-definition PAD digital media file

The HD PAD file shall be transmitted over the Internet from the site: [www.francetvpub.fr](http://www.francetvpub.fr).

An exhaustive list of the file formats is available on this site.

The following formats are accepted:

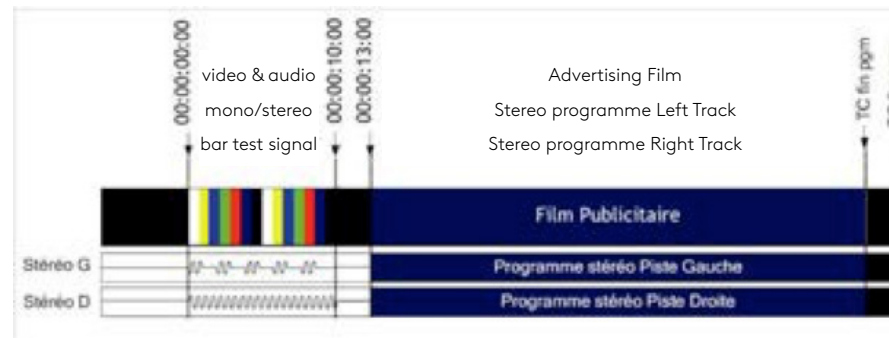
- XDCAM HD 422 50 Mb/s (.mov or .mxf);
- DVCPRO HD 100 mb/s (.mov or .mxf);
- XDCAM HD 35 Mb/s (.mov or .mxf).

Although not recommended due to their lower quality (which is visible by television viewers and web surfers), the following non-HD files in standard SD format are accepted:

- IMX 50 Mb/s (.mov or .mxf);
- DVCPRO50 (.mov or .mxf);
- mpeg2 50 mb/s CBR (.mov or .mxf) - DV 25 mb/s (.mov).

Whatever file type is chosen, it must contain a continuous and increasing timecode, structured as follows:

- 00:00:00:00 bar test signal 75% 1 Vdc including a sound of 1,000 Hz = -18 dBFs on tracks 1 and 2;
- 00:00:10:00 encoded black;
- 00:00:13:00 Advertising film (duration: X seconds);
- 00:00:13+X:00 Encoded Black (duration: 3 seconds).



37. The Advertiser gives all powers to France Télévisions Publicité to make all modifications to received advertising messages with the aim of checking that they are suitable for the onlining conditions of Digital Technology, for the purpose of performance of its Insertion Orders. The Advertiser shall hold France Télévisions Publicité and the Digital Technology harmless against all actions or claims by third parties, and in particular authors, composers, interpretative artists or performers, publishers, producers and, more generally, all persons considering that they have a right of any kind to claim in relation to all or part of the said advertising messages due to their onlining using the Digital Technology.

France Télévisions Publicité shall, under its responsibility, make all encoding and digitisation adaptations required to enable the supplied advertising message to be broadcast using all signals, ADSL (catchup), Websites, Mobile Sites and Mobile Applications which it markets.

38. France Télévisions Publicité shall check that the actual duration of the delivered advertising message is strictly equal to that of the reserved space. The advertising message shall be refused if this check reveals that the duration of the delivered message is not equal to that of the space reserved in accordance with the stipulations of the Insertion Order.
39. All costs, in particular for production, copying, copyright and related rights, and other rights, are payable by the Advertiser.

40. After a period of 3 (three) calendar days after the first onlining of an advertising message no complaint of a technical nature relating to the quality of production, of onlining, or of the schedule for onlining the advertising message shall be accepted.
41. If, on a very exceptional basis, a video advertising message (pre-roll) is onlined before, during and/or after an SMAd (as defined in article 30 hereinbefore) without ARPP's opinion, if an ARPP opinion "do not broadcast" or "cessation of broadcast" or "modify" is received, this shall lead to payment by the Purchaser of a penalty of 1,500 Euros excl. tax for each scheduled day until delivery of a new version. Neither France Télévisions Publicité nor the Digital Technology may be held liable for losses or damage incurred by videotapes or documents in connection with performance of the Insertion Order, before their arrival at France Télévisions Publicité.
42. All magnetic media must be removed by the Advertiser from France Télévisions Publicité within 6 (six) months after the first onlining. After this time the magnetic media shall be destroyed on France Télévisions Publicité's initiative. In general terms, the Advertiser shall inform France Télévisions Publicité in writing, as rapidly as possible, if ever the onlining of an advertising message is discontinued definitively.
43. In order to be broadcast the transmission medium must be submitted to France Télévisions Publicité, with an order number and, if applicable, ARPP's favourable opinion, at the latest six (6) working days before the planned date of the first onlining, at the following address: 64-70 avenue Jean-Baptiste Clément, 92641 Boulogne-Billancourt Cedex. After this period the start date of the campaign shall be postponed by a term equivalent to the delay period.

The message scheduling plan for the Reserved Spaces must be given to France Télévisions Publicité at the same time as the transmission medium, i.e. at the latest six (6) days before the planned date of first onlining, on headed letter paper of the Representative or of the creative agency. It must be dated and signed, and bear the stamp of the Advertiser or its

Representative. It is considered as accepted by the Advertiser and its Representative. If this deadline is not met, and if the advertising message can, exceptionally, be broadcast on the basis of a telephone call, subject to immediate confirmation by fax by the Advertiser or its Representative, any errors or omissions in the broadcast of this advertising message shall be the sole liability of the Advertiser, and of the Representative. If the onlining schedule is not provided in written form by postal letter, by fax or by email, any onlining errors or omissions shall be the liability of the Advertiser or its Representative. If several onlining schedules are provided either by the Representative or by the creative agency, or by the Advertiser, only the final schedule received within the set-up times mentioned at the start hereof shall be taken into account.

#### PROVISION OF PRIZES BY THE ADVERTISER FOR GAMES ORGANISED ON THE SITE(S)

44. No Advertiser onlining an advertising or sponsorship campaign hereunder can object to the Site(s) associating with one or more partners, including competitors or brands in competition with its own, for the purpose of providing prizes for any games which it may organise on its pages.

In any event the Advertiser shall take responsibility for the entire management of the game the prizes of which it provides and, this being so, it shall hold the Site(s) and France Télévisions Publicité harmless against any recourse or complaint by any party in this regard, and in particular the beneficiaries.



## MISCELLANEOUS PROVISIONS

45. The Advertiser also acknowledges and accepts expressly that conclusion of an Insertion Order shall give France Télévisions Publicité, and all service providers contractually bound to France Télévisions Publicité and required for broadcast of the message, the right:
- to reproduce, represent and, if applicable, adapt the advertising and sponsorship messages submitted to it, for communication to the public, as many times as France Télévisions Publicité desires, on all media, and in particular on the Websites or extranet sites of France Télévisions Publicité and of the Sites, for the purpose, in particular, of actions to communicate and/or promote the Advertiser's activities;
  - to represent the said messages using all methods in use in the sector of activity, to make copies of them in such numbers as France Télévisions Publicité desires, for the purpose of communicating for a professional use and, in particular, for the purpose of providing Advertisers and their intermediaries with information;
  - to broadcast the messages on the Sites, including when there is full takeover of the signal of certain programmes.

The Advertiser undertakes to obtain all necessary permits, and to hold France Télévisions Publicité and the Sites harmless against all disputes relating to these uses.

46. Where the campaign is exploited on other media (press, radio, Site-of-Sale, etc.), the Advertiser or its Representative must submit beforehand to France Télévisions Publicité all elements (documents, models, etc.) for agreement. The site shall issue an invoice relating in particular to any use of the name of the site or of the title of the heading or of the Webpage.
47. Except for mentions expressly provided by the Insertion Order this space purchase order shall not give the Advertiser or, if applicable, its Representative any present or future right of any kind whatsoever over the Site(s).

48. Neither the Advertiser nor, if applicable, its Representative shall enjoy any priority for the renewal of the space purchase operation, unless otherwise stipulated expressly in a provision attached to the initial Insertion Order.

49. In the event of a change of regulation modifying France Télévisions Publicité's commercial offer, rendering the present General Sales Terms lapsed in whole or in part, France Télévisions Publicité undertakes to publish new General Sales Terms as rapidly as possible taking into account the new legal context.

50. On France Télévisions Publicité's initiative an impact study on the commercial action may be proposed.

In this case France Télévisions Publicité reserves the right to use the results in all forms and for all commercial purposes, including in the form of presentations of commercial pitches, communiqués and leaflets, and to include the name of the Advertiser.

51. France Télévisions Publicité undertakes not to disclose any confidential information to which it may have access in connection with the Insertion Orders. All information, of whatever kind or medium, shall be considered confidential when it has been previously identified in writing as confidential by the Purchasers.

France Télévisions Publicité undertakes to keep the said information confidential until the date of first broadcast or of onlining on the medium or media/the Website(s) of the advertising message(s).

52. The Purchaser acknowledges that the electronic files exchanged with France Télévisions Publicité in connection with performance of the Insertion Orders may be subject to intrusion or contamination actions by a third party, in particular in respect of Internet transmissions.



In connection therewith France Télévisions Publicité may not be held liable for direct and/or indirect damage caused to the Purchaser by computer viruses or any other malicious or harmful program having caused malfunctions, blockages and/or impairment of data in computer systems or during broadcast of the advertising messages or sponsorship spaces on the Sites.

53. The Advertiser or its technical service provider undertakes to comply in every respect with the applicable regulations, and specifically with those concerning Personal Data, as resulting from (EU) Regulation 2016/679 of the European Parliament and Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data, from law no. 78-17 of 6 January 1978, or from the Deliberations of the National Computing and Freedom Commission, and in particular Deliberation no. 2013-378 of 5 December 2013 adopting a recommendation relating to cookies and other trackers referred to by article 32-II of the law of 6 January 1978.

To this end the Advertiser or its technical service provider strictly undertakes not to carry out any insertion or use of Cookies, Tags or any other markers in the advertising or sponsorship messages destined to be broadcast following the purchase of advertising or sponsorship space, whatever the terms of this purchase.

If the Purchaser or its service provider does not comply with the above-mentioned obligations, France Télévisions Publicité reserves the possibility of cancelling the scheduling of the campaign under the terms stipulated in the "Cancellation" section above while demanding full payment of the price of said campaign from the Advertiser or its Representative.

It is hereby stipulated that the Advertiser, its Representative or third parties may not in any event claim any compensation in such an eventuality and that France Télévisions Publicité may not be held liable for any direct and/or indirect damage which might result for all persons from the presence or use of cookies or Tags or behavioural targeting technologies incorporated within the messages in question in violation of these provisions.

54. The Purchaser expressly acknowledges that all electronic documents consisting of a scan of a succession of signed documents relating to performance of the Insertion Orders (called hereinafter "Document") constitutes a literal proof in the sense of article 1365 of the Civil Code, and is considered to be an original document with the same value and the same probative force as a document on a paper medium, in accordance with article 1366 of the Civil Code, and may validly be held to be binding on it. The Purchaser consequently acknowledges that all Documents are accepted as irrefutable proof of their content, of the identity of the signatory and of their consent to the de facto and de jure obligations and consequences arising therefrom, which shall be admissible as proof in courts with jurisdiction.

## DISPUTES

55. Any objections or disputes which may result from the interpretation and/or performance hereof, and more generally from the formation and performance of the Insertion Orders, are subject to the exclusive jurisdiction of the Paris courts, including in the event of close connection between two cases, impleader or multiple defendants.



# Contacts



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