

TERMS AND  
CONDITIONS FOR THE  
COMMERCIAL SALE  
2024

ADVERTISING,  
SPONSORSHIP  
AND DIGITAL  
ON FRANCE TÉLÉVISIONS  
PUBLICITÉ  
INTERNATIONAL

# *Destination 2024*

A step ahead

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# *Commercial Terms and Conditions **for Advertising*** on France Télévisions Publicité Internationale

Broadcast between January 1, 2024 and December 31, 2024

# Commercial Terms and Conditions for Advertising

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## BREAKDOWN OF 2024 ADVERTISING REVENUE FOR FRANCE TÉLÉVISIONS PUBLICITÉ INTERNATIONALE

### Initial Revenue

Initial variations (apply cumulatively to the Initial Rate in the order below):

- Incidents
- Solutions

### Corrected Initial Revenue

Rate Adjustments (x % of the Corrected Initial Rate)

All rate adjustments are applied to the same base, the Corrected Initial Rate.

- Rebates
- Preferential placement
- Exclusivity
- Co-branding

### Reference revenue

Rate reductions (x % of the Reference Rate)

All rate reductions are applied to the same base, the Reference Rate.

- New advertiser
- New TV entrant
- Collective advertising
- "Food charter" collective advertising
- General interest advertising
- Film Industry Advertising
- Coupling Discount
- Tourism Sector Discount

### NET Revenue Before Discount

- GTCs rates

### NET REVENUE

# Commercial Terms and Conditions for Advertising

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## TERMINOLOGY

### International Channels

TV5Monde (outside Africa), France 24 (outside Africa), Museum International and My Zen International.

### Initial Rate

The Initial Rate corresponds to the rates in the schedule published by France Télévisions Publicité International based on the 30-second format.

### Initial Revenue

The Initial Revenue is the sum of the Initial Rate of purchased advertising spaces after application of the format index (see page 9)

### Corrected Initial Rate

The Corrected Initial Rate is the Initial Rate after application of the format index and after deduction of any broadcasting incidents, solution adjustments or blocks.

### Corrected Initial Revenue

The Corrected Initial Revenue is the sum of the Corrected Initial Rate for purchased advertising spaces.

### Reference Rate

The Reference Rate is the Initial Rate corrected by the format index after deduction of any rebates and rate adjustments.

### Reference Revenue

The Reference Sales Revenue is the sum of the Reference Rate for purchased advertising space.

### Net Rate Before Discount

The Net Rate Before Discount corresponds to the Reference Rate after application of rate reductions.

### Net Revenue Before Discount

The Net Revenue Before Discount is the sum of the Net Rate Before Discount for purchased advertising space.

### Net Rate

The Net Rate is the Net Rate Before Discount after deduction of the GTCs Rate.

### Net Revenue

The Net Revenue is the sum of the Net Rate for purchased advertising space.

# Commercial Terms and Conditions for Advertising

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## RATE CONDITIONS

*Rates are communicated based on the 30-second format. For any other duration, a conversion table is available on page 9. The rate for each advertising spot is determined according to the product's main sector code based on the rates published by France Télévisions Publicité International.*

*France Télévisions Publicité International reserves the right to modify the schedule of advertising slots and their rates.*

## UNIT PURCHASE

It is possible to buy advertising spots on all International Channels on a per unit basis. All advertisers have the possibility to choose among a set of rate conditions.

## RATE MARKUPS

Rate markups are calculated from the Corrected Initial Rate. Their amount is added to the Corrected Initial Rate.

All of the rate markups below are cumulative.

### Preferential Slot Placement

**+ 20 %** markup on the Corrected Initial Rate for advertising spots to reserve the first or the last space in a slot.

### Sector Exclusivity

**+ 30 %** markup on the Corrected Initial Rate, per sector code, to reserve sector exclusivity in a slot.

### Co-branding

**+ 15 %** markup on the Corrected Initial Rate to present or have multiple products or advertisers' brands mentioned in an advertisement.

## RATE REDUCTIONS

Rate reductions are calculated based on the Reference Rate. Their amount is deducted from the Reference Rate.

### New Advertiser

Any advertisers who have not advertised on International Channels marketed by France Télévisions Publicité International in 2022 and 2023 via classic ad formats are entitled to a **-5%** discount on the Reference Rate. However, advertisers who have benefited, in 2022 and/or 2023, from an exclusive non-profit ad spot on the "Grandes Causes" (Great Causes) channels are also entitled to the discount. Advertisers who change their legal or business names in 2024 are not considered new advertisers. Advertisers who market for a brand, in 2024, that has already been marketed for in 2022 and 2023 through another advertiser are not considered new advertisers.

This discount cannot be combined with the new TV entrant discount.

### New Entrant

Any advertisers who have not advertised on a television service between 01/01/2022 and 31/12/2023, regardless of the publisher, are entitled to a discount of **-7 %** on the Reference Rate. Advertisers who change their legal or business names in 2024 will not be considered new TV entrants.

This discount cannot be combined with the new advertiser discount.

# Commercial Terms and Conditions for Advertising

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## Collective Advertising

Any advertisers eligible for collective advertising are entitled to a **-5%** discount on the Reference Rate.

Collective advertising is used to promote a sector of activity, a group of professionals, or a category of products or services presented under their generic designation (example: dairy products). The qualification of collective campaign is attributed by France Télévisions Publicité International after studying the client file (cf. Collective Advertising sheet).

This discount cannot be combined with other discounts, except for the New Advertiser and New Entrant discounts.

## “Food Charter” Collective Advertising

Any advertisers eligible for the “food charter” collective advertising are entitled to a **-7%** discount on the Reference Rate.

“Food charter” collective advertising is used to promote a category of food products or services other than beverages with added sugars, salt or synthetic sweeteners and manufactured food products. The qualification of “food charter” collective campaign is attributed by France Télévisions Publicité International after studying the client file.

This discount cannot be combined with other discounts except for the new advertiser and new TV entrant discounts.

## General Interest Advertising

Those entitled to a **-5%** discount on the Reference Rate include:

- campaigns for charitable and humanitarian organizations;
- information campaigns by public authorities or ministries;
- government information campaigns, i.e., Government Information Service (SIG) campaigns.

General interest campaigns are scheduled by France Télévisions Publicité International after the opening of the schedule three weeks before broadcast, depending on the availability of the schedule.

This discount cannot be combined with other discounts, except for the New Advertiser and New Entrant discounts.

## Film Industry Advertising

Campaigns to promote a film are eligible for a discount on the Reference Rate.

FILM PRODUCTION BUDGET	NO SCHEDULING CONSTRAINTS
< €5 M	-82%
between €5M and €7M	-72%
>= €7M	-67%

The Film Industry campaign qualification is attributed by France Télévisions Publicité International after studying the client file (see Film Industry Advertising Certificate).

This discount cannot be combined with rate reductions and the GTCs rate. ▶

# Commercial Terms and Conditions for Advertising

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## Coupling Discount

Advertisers who make a combined purchase under the following conditions are entitled to a **-5%** discount on the Reference Price:

- Simultaneous purchase of classic campaigns and sponsorships during the same broadcast period;
- Simultaneous purchase of classic and digital campaigns (excluding digital from sponsorships) over the same broadcast period.

The discount is applied only to the classic campaign.

## Tourism Sector Discount

Campaigns relating to the following sector codes are entitled to a **-10%** discount on the Reference Rate:

- Airlines: 12 01 02 01
- Travel agencies: 12 01 04 01
- Tourist Information Services: 12 01 06 01
- Hospitality: 12 01 08 01 / 12 01 08 02 / 12 01 08 04
- Non-exclusive travel comparator: 12 01 09 01

## SOLUTION PURCHASES

Solutions are unique to the client and cannot be recreated. Their compositions are the exclusive responsibility of France Télévisions Publicité International, which reserves the right to modify solutions at any point over the course of the year. No purchases made in the form of a solution can be modified after the fact.

For any brand content operation purchase on the MyZen and Museum International channels, please contact us.

## GTCs RATE

The GTCs rate is accorded on the basis of Net revenue earned in 2023 by an advertiser on the international channels according to the scale below. This scale is applied to Net revenue before discount.

NET REVENUE EARNED IN 2023 FROM INTERNATIONAL CHANNELS	GTCs RATE
From €0 to €14 999	0%
From €15,000 to €24,999	-5%
From €25,000 to €49,999	-10%
From €50,000 to €99,999	-15%
From €100,000 to €149,999	-20%
Over €150,000	-25%

## ADDITIONAL INFORMATION

France Télévisions Publicité International reserves the right to re-invoice any benefits or discounts accorded to advertisers and/or their agents whose payment deadlines are not respected (i.e., 30 days on the 10th date of invoicing).



# Commercial Terms and Conditions for Advertising

On France Télévisions Publicité Internationale

## Broadcast between January 1, 2024 and December 31, 2024

### RATE INDEXES BY FORMAT

The 2024 indexes by format are as follows:

SECONDS	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
INDEX	29	35	40	44	49	54	57	59	62	65	70	74	77	81	
SECONDS	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
INDEX	82	87	89	90	93	94	94	95	96	97	98	98	99	99	100
SECONDS	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
INDEX	121	125	131	140	145	150	155	160	167	173	178	183	187	191	196
SECONDS	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60
INDEX	200	203	207	210	221	225	227	232	240	248	251	256	264	273	279

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

France Télévisions Publicité Internationale reserves the right to change these rate indexes.

### SCOPE

Advertising investments made by companies belonging to the same group may be retained as the scope of application of France Télévisions Publicité Internationale's Commercial Terms and Conditions, subject to the provisions of this Article.

An advertiser group may only be formed between a parent company and its controlled subsidiaries within the meaning of Article L 233-3 I - 1 of the French Commercial Code and provided that the accounts of the controlled companies are fully consolidated with those of the parent company.

Any request to form a group of advertisers must be sent to the sales administration department of France Télévisions Publicité Internationale, 64-70 avenue Jean-Baptiste Clément, 92641 Boulogne-Billancourt, before January 1 of year N or at the latest one month before the date

of the first broadcast of a message on behalf of a company belonging to the requesting group of advertisers.

The application must be signed by the legal representative of the parent company or by any person expressly authorized by them. The application must include:

- the detailed list of the entities of the group of advertisers: legal name, legal status, registered head office, SIREN and Trade & Companies Register numbers, intra-community VAT number, legal representative, billing address, list of products, services or brands concerned;
- a copy of the group's consolidated accounts and accounting notes;
- a document (organization chart) presenting the group as a whole and summarizing the capital links between the companies of the group of advertisers and their parent company;
- a declaration by the parent company under the terms of which it guarantees the acceptance of the consolidation and its consequences by all of its subsidiaries and releases France Télévisions Publicité Internationale from any responsibility to claim or dispute in this respect.

Approval for the total or partial consolidation of investments will be accorded by France Télévisions Publicité Internationale taking into account the client file presented.

Advertiser groups formed for the year N-1 are automatically renewed unless their scope has changed or they are terminated before December 31 of the year N-1.

# Commercial Terms and Conditions for Advertising

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

Any change in the scope of the consolidation of a group of advertisers must be notified to France Télévisions Publicité International without delay by the legal representative or any person authorized to make such changes.

All the entities of the group of advertisers remain advertisers in their own right and continue to receive invoices for their purchases. Consolidation only takes place when calculating and settling trade discounts. Discounts are allocated in proportion to the contribution of each subsidiary to the revenue of the group of advertisers.

## Financial Extranet

This tool provides duplicate invoices online. To obtain access codes, please send the access request form (available at [www.francetvpub.fr](http://www.francetvpub.fr)) via email to the following address: [facturation@francetvpub.fr](mailto:facturation@francetvpub.fr)



# 2

## *Commercial Terms and Conditions for Sponsorship* on France Télévisions Publicité Internationale

Broadcast between January 1, 2024 and December 31, 2024

# Commercial Terms and Conditions for Sponsorship

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## BREAKDOWN OF 2024 ADVERTISING REVENUE FOR FRANCE TÉLÉVISIONS PUBLICITÉ INTERNATIONALE

### Initial Revenue

Initial variations (apply cumulatively to the Initial Rate in the order below):

- Incidents
- Rebates
- Solutions

### Reference Revenue

Rate Conditions (x % of the Reference Rate)

### Rate Increases

- Multi-brand
- Multi-advertiser
- Sector Exclusivity
- Preferential Placement
- Sponsor exclusivity

### Rate Reductions

- New Advertiser

All rate conditions apply to the same base, the Reference Rate.

### NET Revenue Before Discount

- GTCs Rate

### NET REVENUE

# Commercial Terms and Conditions for Sponsorship

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## TERMINOLOGY

### International Channels

TV5Monde (outside Africa), France 24 (outside Africa), Museum International and My Zen International.

### Initial Rate

The Initial Rate corresponds to the rates in the offer published by France Télévisions Publicité International.

### Initial Revenue

The Initial Revenue is the sum of the Initial Rate of the purchased sponsorship offers.

### Reference Rate

The Reference Rate corresponds to the Initial Rate after the deduction of any broadcasting incidents, rebates or rate adjustments.

### Reference Revenue

The Reference Revenue is the sum of the Reference Rate of the purchased sponsorship offers.

### Net Rate Before Discount

The Net Rate Before Discount corresponds to the Reference Rate after the application of the Rate conditions.

### Net Revenue Before Discount

The Net Revenue Before Discount is the sum of the Net Rate Before Discount of the purchased sponsorship offers.

### Net Rate

The Net Rate is the Net Rate Before Discount after the deduction of the GTCs rate.

### Net Revenue

The Net Revenue is the sum of the Net Rate of the purchased sponsorship offers.

# Commercial Terms and Conditions for Sponsorship

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## RATE CONDITIONS

*It is possible to purchase sponsorship offers individually on all International Channels marketed by France Télévisions Publicité International.*

## UNIT PURCHASE

All advertisers have the possibility to choose from a set of products called rate conditions.

These rate conditions are calculated based on the Reference Rate. The amount of the corresponding markups or discounts is added to or deducted from the Reference Rate.

## RATE MARKUPS

### Multi-brand

**+ 15 %** markup for the presentation or mention of several brands of the same advertiser in the same Sponsorship Operation.

### Multi-advertiser

**+ 15 %** markup on the Reference Rate for the presentation or mention of several advertisers in the same Sponsorship Operation.

All advertisers have the possibility to choose from a set of products called rate conditions.

These rate conditions are calculated based on the Reference Rate. The amount of the corresponding markups or discounts is added to or deducted from the Reference Rate.

## Sector Exclusivity

**+ 30%** markup to exclude other varieties of the same sector (corresponding to the last two digits of the secodip code) on a co-partnership offer.

## Preferential Placement

France Télévisions Publicité International retains control over the programming and running order of sponsors. Preferential placement allows the advertiser to choose the positioning of its campaign.

**+ 20%** markup to choose the placement of a co-partnership sponsorship campaign (excluding SOreach offers).

## Sponsor Exclusivity

**+ 35%** to be the sole sponsor of a sponsorship program.

## RATE REDUCTIONS

### New Advertiser

Any advertisers who have not advertised on media marketed by France Télévisions Publicité International, in 2022 and 2023 (excluding grants), are eligible for a discount of **-5%** on the Reference Rate. Advertisers who change their legal or business names in 2024 are not considered new advertisers. Advertisers who market for a brand, in 2024, that has already been marketed for in 2022 and 2023 through another advertiser are not considered new advertisers.

# Commercial Terms and Conditions for Sponsorship

On France Télévisions Publicité International

Broadcast between January 1, 2024 and December 31, 2024

## SOLUTION PURCHASES

Solutions consist of a set of sponsorship campaigns that are offered at a single price. Any purchases made in the form of solutions cannot be modified after the fact.

Solution purchases are eligible for a price adjustment to reach the solution price. They benefit from the GTCs rate but cannot benefit from any other pricing conditions offered by France Télévisions Publicité International.

## GTCs RATE

The GTCs rate is accorded on the basis of Net revenue earned in 2023 by an advertiser on the international channels according to the scale below. This scale is applied to Net revenue before discount.

NET REVENUE EARNED IN 2023 FROM INTERNATIONAL CHANNELS	GTCs RATE
From €0 to €14,999	0%
From €15,000 to €24,999	-5%
From €25,000 to €49,999	-10%

NET REVENUE EARNED IN 2022 FROM INTERNATIONAL CHANNELS	GTCs RATE
From €50,000 to €99,999	-15%
From €100 000 to €149,999	-20%
Ove €150 000	-25%

## ADDITIONAL INFORMATION

### Scope

Advertising investments made by companies belonging to the same group may be retained within the scope of the application of France Télévisions Publicité International's Commercial Terms and Conditions, subject to the provisions of this Article.

A group of advertisers can only be formed between a parent company and its controlled subsidiaries within the meaning of Article L 233-3 I - 1 of the French Commercial Code and provided that the accounts of the controlled companies are fully consolidated with those of the parent company.

Any request to form a group of advertisers must be sent to the sales administration department of France Télévisions Publicité International, 64-70 avenue Jean-Baptiste Clément, 92641 Boulogne-Billancourt, before January 1 of year N or at the latest one month before the date of the first broadcast of a message on behalf of a company belonging to the requesting group of advertisers.

# Commercial Terms and Conditions for Sponsorship

On France Télévisions Publicité International

**Broadcast between January 1, 2024 and December 31, 2024**

The application must be signed by the legal representative of the parent company or by any person expressly authorized by them. The application must include:

- a detailed list of the entities of the group of advertisers: legal name, corporate form, head office, SIREN and Trade & Companies Register numbers, intra-community VAT number, legal representative, billing address, list of products, services or brands concerned;
- a copy of the group's consolidated financial statements and accounting notes;
- a document (organization chart) presenting the group as a whole and summarizing the capital links between the companies of the group of advertisers and their parent company;
- a declaration by the parent company under the terms of which it guarantees the acceptance of the consolidation and its consequences by all of its subsidiaries and releases France Télévisions Publicité International from any responsibility to claim or dispute in this respect.

Approval for the total or partial consolidation of investments will be accorded by France Télévisions Publicité International taking into account the client file presented.

Groups of advertisers formed for the year N-1 are automatically renewed, unless their scope has changed or they are terminated before December 31 of the year N-1.

Any change in the scope of consolidation of an advertiser group must be notified to France Télévisions Publicité International without delay by the legal representative or any person authorized to make such a change.

All the entities of the group of advertisers remain advertisers in their own right and continue to receive invoices for their purchases. Consolidation only takes place when calculating and settling trade discounts. Discounts are allocated in proportion to the contribution of each subsidiary to the revenue of the group of advertisers.

## Extranet Financial

This tool provides duplicate invoices online. To obtain access codes, please send the access request form (available at [www.francetvpub.fr](http://www.francetvpub.fr)) via email to the following address: [facturation@francetvpub.fr](mailto:facturation@francetvpub.fr)





# 3

## *General Terms of Sale of Advertising Space* on France Télévisions Publicité Internationale

Applicable to advertisements broadcasts  
between January 1, 2024 and December 31, 2024

# General Terms and Conditions of Sale of Advertising Space

Applicable to commercials broadcast between January 1, 2024 and December 31, 2024

## 1 The present conditions (hereinafter “General Terms and Conditions of Sale”) are applicable to the sale of advertising space broadcast on:

### international channels :

- TV5 Monde (Outside Africa)
- France 24 (Outside Africa)
- My Zen
- Museum

- (hereinafter referred to as “the Media” or “the Medium” each for their part),

*for which France Télévisions Publicité, acting under the trade name “France Télévisions Publicité International” (hereinafter referred to as “the Network”), a public limited company with a capital of 38,100 euros, with head office located in Boulogne-Billancourt (92641) at 64/70, avenue Jean-Baptiste Clément, SIREN 332 050 038 Nanterre Trade & Companies Register, is responsible for the advertising Network and is the only company authorized to receive advertising orders.*

## 2 For the purposes of these General Terms and Conditions of Sale, the following terms are defined as follows:

- **“Buyer”** refers to any Advertiser or Agent acting on behalf of the Advertiser pursuant to a written mandate, a certificate in accordance with the model published in the 2024 GTCs section on the website [www.francetvpub.fr](http://www.francetvpub.fr), given by the Advertiser, and subscribing an Advertising Order. In the event that the provisions of the “Sapin” law n° 93-122 of January 29, 1993 are not applicable, the Advertiser’s intermediary shall not be required to intervene within the legal framework of the mandate.
- **“Advertiser”** refers to the person on whose behalf the advertisement is broadcast.

- **“Agent”** refers to any agency or intermediary acting on behalf of an Advertiser, duly mandated by a written contract.
- **“Sector Code”** refers to the eight-digit code consisting of the family number, class number, sector number and variety number that allows the product or service that the Buyer wishes to promote to be assigned to a product or service variety in the “Sector Code Nomenclature Schedule” published by the Network.
- **“Advertising Order”** or “Order” refers to the agreement for the broadcast of an advertisement reached between the Network or its representative and the Buyer based on the booking requests made by the Buyer and accepted by the Network in accordance with the availability of its schedule, and entered into in accordance with this document. The constituent elements of the Order are the Medium, the advertising slot concerned (date of broadcast and “slot title”), the duration of the advertisement, the Sector Code to which the promoted product or service is attached, the price taking into account the format and, if applicable, the preferential placement purchased on the advertising slot concerned. The execution of the Advertising Order consists of the broadcast of the advertisement provided by the Advertiser in the space reserved for this purpose in compliance with the present General Terms and Conditions of Sale.
- **“Cookies”** encompasses all digital files that record information about a user’s navigation, but also tags, pixels or any other tracer or means of retrieving information via a technical tool including the “fingerprinting method”.

# General Terms and Conditions of Sale of Advertising Space

Applicable to commercials broadcast between January 1, 2024 and December 31, 2024

- **“Programmatic”** : automated bidding system for the purchase of advertising space.

3 The present General Terms and Conditions of Sale are applicable to all advertising Orders issued from January 1, 2024 to December 31, 2024. The only authentic version of the General Terms and Conditions of Sale is that which is published on the Network’s website, accessible from the URL address “<http://www.francetvpub.fr/>”. Any publication of the General Terms and Conditions of Sale on another medium is for information purposes only.

The Network reserves the right to modify the stipulations of the present General Terms and Conditions of Sale at any time, it being specified that the modifications will only be applicable as of their publication on the Network’s website. In the event of a modification of the General Terms and Conditions of Sale, the Orders validly concluded before said modifications shall remain in effect until their termination.

4 The conclusion of an Advertising Order by the Buyer implies acceptance of these General Terms and Conditions of Sale, of the customs and regulations pertaining to television advertising, as well as of the rules of advertising ethics applicable within the broadcasting area of the Media as set out in the Consolidated Code of the International Chamber of Commerce, of the ethical recommendations of the French Autorité de Régulation Professionnelle de la Publicité (Professional Advertising Regulatory Authority) (hereinafter referred to as “ARPP”), and of the opinions of its Jury de Déontologie Publicitaire (Jury of Advertising Ethics).

It is specified that any other document whatsoever, addressed to the Network or its representative by the Buyer, referring to its own commercial terms and conditions, is only indicative and does not imply any acceptance of said terms and conditions by the Network, which are not enforceable.

## 5 The present General Terms and Conditions of Sale:

- Are not applicable to sponsorship operations, nor to digital advertising spaces which are subject to specific General Terms and Conditions of Sale.
- Apply to all methods of sale, including programmatic sales, with the exception of the “Purchase Procedure” section.

## PURCHASE THROUGH AN AGENT

6 Advertising Orders may be concluded directly by the Advertiser or by an intermediary, who acts on behalf of the Advertiser when the “Sapin” law no. 93-122 of 29 January 1993 is applicable.

ny purchases of advertising space by an intermediary subject to the provisions of the “Sapin” law no. 93-122 of January 29, 1993 shall be carried out in accordance with an agency contract by the effect of which the Agent represents the Advertiser to the Network, the contractual obligations being established directly between the Advertiser and the Network. The Advertiser shall certify the existence of its Agent’s mandate by providing the Network with a certificate of mandate valid for one calendar year. This certificate can be presented:

# General Terms and Conditions of Sale of Advertising Space

Applicable to commercials broadcast between January 1, 2024 and December 31, 2024

- Electronically, with digital signature, once it has been registered with and communicated by the MyMandat platform, published by EDIPUB
- In accordance with the model published by the Network, duly completed and signed, and transmitted by any means enabling its regularity to be verified.

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

The Advertiser who mandates an intermediary for the purpose of placing its Orders, shall refrain from intervening at the same time as its Agent in any placing, confirmation, modification or cancellation of Orders, unless a written waiver is expressly granted in advance by the Network.

The Advertiser undertakes to inform the Network of any modifications relating to the mandate it has entrusted to its Agent, without delay, by registered letter with acknowledgment of receipt.

Under the present General Terms and Conditions of Sale, the stipulations relating to the Agent apply, if necessary, to the Sub-Agent.

## ORDER CHARACTERISTICS

- 7 Advertising Orders are strictly unique to the Advertiser. They may not be transferred in any form or for any reason whatsoever.
- 8 The Network reserves the right to broadcast, on the same advertising slot, several advertisements, regardless of the Advertiser, concerning similar products or services falling under the same Sector Code.

- 9 The Network and the Media are free to refuse the execution of an Order and/or to cancel it at any time, without payment of compensation, in particular:
  - when an advertisement is likely to damage their image or their commercial, ethical or editorial interests;
  - when an advertisement is likely to render them liable;
  - when an advertisement is likely to offend viewers' sensibilities.

Orders not executed in this regard will not be invoiced, and the Advertiser shall not be entitled to any compensation or damages whatsoever.

Each of the Media also reserve the right to restrict access to their advertising slots to certain categories of Advertisers, in whole or in part, at any time, taking into account:

- their legal or regulatory obligations;
  - or reasons of image or ethics.
- 10 The titles of advertising slots mentioned in the Orders or any other documents are only references to slots inserted between or within broadcast programs, and not to the times at which advertisements are broadcast, which the Buyer acknowledges and accepts.

Regardless of how these titles are worded, they do not in any way constitute a commitment to broadcast an advertisement at a specific time. The execution of the Order consists in the broadcast of an advertisement in a given advertising slot as it is scheduled between or within the Media's scheduled programs. As a result, the Buyer may not claim a right to broadcast its advertisements at a

# General Terms and Conditions of Sale of Advertising Space

Applicable to commercials broadcast between January 1, 2024 and December 31, 2024

specific time or any similarity or difference between the slot titles mentioned in the Orders and the broadcast times.

The Buyer may not, under any circumstances, claim any compensation for the broadcasting times of advertisements.

## PURCHASE PROCEDURE

- 11** The Network offers each Buyer two possible procedures for purchasing advertising space and, if applicable, through its local representative:
- purchase of an advertising Order directly from the planning department by telephone, email or EDI;
  - purchase of an Advertising Order directly on the Buyer's account via the Network's ADspace purchasing platform

## A/ JOINT PROVISIONS

- 12** Prior to any and all reservation requests, the Buyer must send the following to the Network or its local representative:
- The "Advertiser identification form";
  - if applicable, the "Acceptance of formalized data exchanges" form as published by the Network, to obtain the Network's approval for the use of EDI (Electronic Data Interchange);
  - the certificate of mandate, duly completed, in accordance with the model

published by the Network in case of purchase by an intermediary acting on behalf of the Advertiser. The Buyer must imperatively inform the Network, in writing, of any change in the data they submitted, without delay and before execution of its Orders. Otherwise, the modifications requested by the Buyer shall not be enforceable by the Network.

- 13** The statuses of Orders registered by the planning department on behalf of each Buyer are accessible on the Network's ADspace platform, available at [www.francetvpub.fr](http://www.francetvpub.fr) subject to the attribution of a password and an access code which are strictly unique and confidential.

To obtain their 2024 access codes and passwords, Buyers have two possibilities:

- the Buyer must indicate the full names of the persons authorized to confirm and consult the Orders, as well as their email addresses to the Network's planning department by filling in the access code request form as published by the Network;
- or the Buyer may designate an account administrator on the ADspace platform by filling out the administrator access code request form as published by the Network. The Buyer, via its administrator, may then, under its sole responsibility and at its sole discretion, create user accounts and determine their access rights within the Network's ADspace platform.

The Buyer shall bear sole responsibility for the transmission of its confidential codes and passwords and shall bear sole responsibility for any and all use of such codes and passwords. The Buyer agrees to recognize and accept the Network's IT charter. The Buyer shall inform the Network, via registered letter with acknowledgment of receipt, of the changes in the signatory representatives

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or of its will to no longer use its codes and passwords, it being specified that any request may only take effect at the end of a period of one business day following the date of receipt of the registered letter with acknowledgment of receipt. The Buyer having access to the Network's ADspace platform undertakes to consult its Orders within 48 hours of each registration or modification and to expressly formulate, within 48 hours, any complaint in case of disagreement on the Orders registered by the Network.

- 14 Account activation is done by the Buyer as soon as it receives its login and a temporary password provided by the Network. Once activated, the Buyer is obliged to change this password; the Network does not have access to this password.

By activating the online account, the Buyer acknowledges and accepts all provisions of the Network's IT charter.

## B/ SPECIAL PROVISIONS

- 15 The Buyer may send its requests to reserve advertising space via fax, email, EDI or any other written means to the Network for the period open to marketing, to the Network's planning department or its local representative. This request shall constitute a purchase offer, subject to the terms and conditions herein.
- 16 The Network's digital registration of received requests, according to schedule availability, shall constitute acceptance of the offer according to the Network's General Terms and Conditions of Sale and Commercial Terms and Conditions and constitutes the advertising Order and the firm sale of the advertising space subject to the stipulations of the present General Terms and Conditions of Sale.

Advertising Orders placed at the launch of campaigns are confirmed to the Buyer with a statement of placed Orders sent via EDI in the event of a purchase placed via EDI, or in other cases, via a paper purchase order sent by mail.

For each Order, and regardless of the method of order confirmation, via EDI or paper purchase order, the Network communicates the following information to the Buyer:

- the medium/media and the date of broadcast of the advertising slot concerned;
- the title of the advertising slot concerned;
- the format of the purchased advertisement(s);
- the amount payable for the options subscribed to under the Order.

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Subsequent modification of any element of the Advertising Order carried out in accordance with the stipulations of the present General Terms and Conditions of Sale shall give rise to a statement of placed Orders sent within 24 hours via EDI in the event of a purchase via EDI, or in other cases, via a paper purchase order sent by mail, once per week.

- 17 The Buyer's acceptance of the Orders in the state in which they were digitally added to the schedule will be assumed, unless a claim is submitted in writing:
- within 48 hours of the time confirmation was sent via EDI or of the time the Network's ADspace platform was updated for Buyers with access to the ADspace platform and/or using EDI, the most favorable deadline being retained if the Buyer has access to the ADspace platform and uses EDI;
  - within 5 days of date of publication of the purchase order, for Buyers who do not have access to the ADspace platform and do not use EDI.

In the absence of express claim, the Buyer shall refrain from contesting Orders that have been recorded digitally in accordance with the procedure described above.

- 18 The Buyer accepts the procedure for purchases made with the Network as defined above and shall refrain from contesting Orders that will have been recorded according to the procedures described above beyond the time limit. In any event, the Network's production of the digital documents having recorded the Orders shall be deemed irrefutable proof of the creation of advertising space sales contracts entered into by the Buyer.

The Network cannot be held responsible for any fraudulent or malicious action taken on the computer or telephone network used.

## PURCHASING PROCEDURE VIA THE ADSPACE PLATFORM

- 19 The Network provides Buyers with access to a platform called ADspace. This ADspace platform allows Buyers to purchase advertising space and to access several functionalities, including the optimization of advertising campaigns, directly.

Access to the ADspace platform is subject to the Buyer's acceptance of the ADspace platform's General Terms and Conditions of Use, accessible on the Network's website at this URL address "<http://www.francetvpub.fr>". It is specified that the Network reserves the right to modify the functionalities of the ADspace platform at any time and to suspend the availability of this tool temporarily or definitively, which the Buyer expressly acknowledges and accepts.

- 20 The Buyer, if it has valid access to the ADspace platform and if it has the necessary rights via the procedures defined in article 19 above, can make its own purchases of advertising space during the usual business days and hours of operation of the ADspace platform (from 8:00 a.m. to 8:00 p.m. except in special cases). The scope of accessible offers is determined by the Network.

- 21 The Buyer shall select the modalities of its advertising space purchases directly via the ADspace platform and shall click to validate its choices which will constitute acceptance of the offer according to the Network's General Terms and Conditions of Sale and Commercial Terms and Conditions and constitutes the Advertising Order and the firm sale of the advertising space, subject to the stipulations of the present General Terms and Conditions of Sale.

Advertising Orders generated via ADspace are confirmed to the Buyer by sending a statement of the Orders placed via EDI or by sending a purchase order.

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For each Order, the Network communicates the following information to the Buyer:

- the medium/media and the date of broadcast of the advertising slot concerned;
- the title of the advertising slot concerned;
- the format of the purchased advertisement(s);
- the amount payable for the options subscribed to under the Order.

Subsequent modifications of any element of the Advertising Order carried out in accordance with the stipulations of the present General Terms and Conditions of Sale shall give rise to a statement of the Orders placed sent by Adspace within 24 hours.

- 22** The Buyer shall be deemed to accept the Orders, in the state in which they were recorded via the ADspace platform, unless a complaint is made in writing within 48 hours from the sending of the order confirmation by EDI or from the update of the ADspace platform (the most favorable deadline being retained in the event that the Buyer has access to the ADspace platform and uses EDI).

In the absence of express claim, the Buyer shall refrain from contesting Orders that have been recorded digitally in accordance with the procedure described above.

- 23** The Buyer accepts the procedure for purchases made with the Network as defined above and shall refrain from contesting Orders that will have been recorded according to the procedures described above beyond the time limit. In any event, the Network's production of the digital documents having recorded

the Orders shall be deemed irrefutable proof of the creation of advertising space sales contracts entered into by the Buyer.

The Network cannot be held responsible for any fraudulent or malicious action taken on the computer or telephone network used.

## ORDER MODIFICATIONS, CANCELLATIONS

- 24** Any cancellation of an Order by the Buyer must be made in writing no later than 31 (thirty-one) calendar days prior to the broadcast date specified in the Order.

Failing this, the cancelled message(s) will be invoiced in full to the Buyer, with the Network reserving the right to dispose of the spaces concerned.

Within 31 (thirty-one) calendar days of the broadcast (the "Out of Time" period), the constituent elements of the Orders may be modified subject to immediate rescheduling of the Orders by the planning department, depending on availability, with the intent of broadcasting within 31 (thirty-one) days of the date the request for modification was submitted, and for a budget equal to the budget allocated by the Orders modified accordingly.



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In the absence of immediate rescheduling, taking into account the availability of a budget at least equivalent to the one deprogrammed "Out of time", the Orders initially reserved will be invoiced in full to the Buyer, the Network reserving the right to dispose of the freed-up advertising space.

**25** By way of derogation from article 24, the cancellation and/or modification of certain offers provided for in the Commercial Terms and Conditions may be subject to specific arrangements provided for in said Commercial Terms and Conditions.

**26** By way of derogation from article 24, any cancellation by the Buyer of a global communication campaign known as a "special operation" or "cross-media", combining a media and non-media campaign, will entail, at the Buyer's expense, the payment of a penalty under the following conditions:

**A.** 30% of the total net amount due by the Buyer for the cancelled special operation, if the cancellation occurs more than 4 weeks before the start of the services inherent to this operation;

**B.** 100% of the total net amount due by the Buyer 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 the Network reserves the right to dispose of the spaces thus vacated.

**27** No Order modification may be made by the Buyer less than 7 days before the broadcast of an advertisement.

## RATES AND RATE MODIFICATIONS

**28** The rate applicable to a given Order is the one in effect on the day of the broadcast. The rates are indicated in euros excluding taxes and invoices are marked-up if necessary by applicable VAT.

**29** The rates published by the Network at the time of each schedule opening are subject to modifications, increases or decreases, depending on the schedule.

### Rate Increases

Rate increases are communicated to Buyers by the Network up to the day before the date of the broadcasting of the advertisements, in the "program newsflash" or "special newsflash" published by the Network and in particular, in the event of the broadcasting of special programs or changes in the program contexts due to incidents or current events.

In this case, the rate increases may be communicated to Buyers in the "program newsflash", the "special newsflash" published by the Network or by any other appropriate means taking into account the timeframe.

In the event of a rate increase, the Buyer may:

- maintain its Order at the new rate communicated;
- or ask the Network to immediately reschedule within the same period and in other slots of a budget equivalent to that of the cancelled messages within the limit of the schedule availabilities;
- or choose to cancel the Order(s) affected by the rate increase, without compensation.

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Cancellation of an Order by the Buyer must be notified in writing as soon as possible after the date of publication of the rate increases in the “program newsflash” or the “special newsflash” or the date the Buyer is notified.

An Amending Order shall be sent to the Buyer in paper form or via EDI file in accordance with the provisions of Article 15.

## Rate Decreases

Rate decreases shall be communicated to Buyers through the “program newsflash”, the “special newsflash”, published by the Network or by any other appropriate means, and shall come into effect upon publication, without prior notice.

The Buyer must then reschedule the budget resulting from said rate decreases with the Network.

- 30** The Network reserves the right to modify the programming of advertising slots at any time. Programming changes are communicated to Buyers at least 10 calendar days before the broadcasting date of the advertisements, in the “program newsflash” or the “special newsflash” published by the Network. Exceptionally, and in particular, in the event of the broadcasting of special programs or changes in program contexts, notably due to incidents or current events, the Network reserves the right to modify the programming of advertising slots within a period of less than 10 days of the broadcast.

In this case, these programming changes shall be communicated to Buyers in the “program newsflash”, the “special newsflash” published by the Network or by any other appropriate means, taking into account the timeframe. In the

event of a change in the programming of advertising slots, the Buyer may:

- A.** maintain its Order on the new slot title communicated;
- B.** or choose to cancel its Orders affected by the programming changes, without compensation. Cancellation of an Order by the Buyer must be notified in writing no later than the first business day following the date the Buyer is notified of the programming change.

- 31** If no cancellation is notified in the aforementioned forms and deadlines, the Orders registered by the Network affected by a change in programming shall be considered accepted and the Buyer shall be liable for payment in full when due.

The Network and the Media reserve, in particular in the event of force majeure, pandemic, strike, any cause relating to the obligations arising from the terms of reference or agreements concluded by the media with the CSA (French Superior Audiovisual Council), the need for airtime or in the event of disruption in the organization and/or broadcasting of programs, the right to modify or cancel in whole or in part the dates and times of the programs or the conditions of broadcasting of the advertising slots and the advertising Orders scheduled, without the Buyer being able to make any claim against the Network or the Media or request damages of any kind whatsoever. In the event of a force majeure situation with effects comparable to the Covid-19 crisis, the Network will give priority to cancellations of Orders resulting from government restrictions on activities. The Network reserves the right to not respond to any requests related to schedule or budget optimizations.

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## BILLING AND TERMS OF PAYMENT

- 32** Invoices and credit notes shall be issued by the Network in the Buyer's name.
- The original is sent to the Buyer and a duplicate is sent, if necessary, to the Advertiser's Agent in charge of invoice verification, in accordance with the certificate of mandate when the provisions of the "Sapin" law no. 93-122 of 29 January 1993 are applicable.
- Invoices and credit notes shall be drawn up electronically, within the meaning of Article 289 VII 2° of the French General Tax Code, by the Network on behalf of the Buyer. The Buyer's signature of the contracts for the sale of advertising space subscribed to by the Buyer shall constitute its agreement to electronic invoicing in the absence of opposition formulated by the Buyer. It is reminded that the Buyer and/or the Agent remain solely responsible for (1) verifying the electronic signature affixed to the invoices by means of the verification data contained in the electronic certificate, (2) verifying the authenticity and validity of the certificate attached to the electronic signature and, finally, (3) storing and archiving the invoice and the signature and certificate attached to it.
- The Advertiser remains liable for payment of the Advertising Order, including in the case of a payment mandate entrusted to its Agent.
- Any payment or advance made by the Advertiser to its Agent shall not be binding on the Network and shall not release the Advertiser from its liability to the Network.
- In such a case, if collective proceedings are opened against the Agent who has received a payment or an advance from the Advertiser, the Network shall request

payment directly from the Advertiser, who shall be responsible for filing a claim for reimbursement pursuant to its contract with the Agent.

The Advertiser may, at its own risk, authorize its Agent to collect the amount of the credit notes issued by the Network, on its behalf. The Network's payment of the amount of these credit notes to the Agent releases the Network from its liability to the Advertiser who alone assumes the risks of subsequent default by the Agent.

The invoice is a record and proof of the broadcasting conditions of the advertising orders mentioned therein.

- 33** Invoices issued by the Network or its representative shall be payable to the Network or its representative via check or money transfer, 30 days from the date of the invoice, on the 10th of the month (or the first business day thereafter if the 10th of the month is not a business day), before 4:00 p.m., on the following dates:

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INVOICE MONTH	INDICATIVE DATE OF INVOICE ISSUE	DUE DATE (DEADLINE FOR RECEIPT OF PAYMENT)
January	31/01/24	11/03/24
February	29/02/24	10/04/24
March	29/03/24	10/05/24
April	30/04/24	10/06/24
May	31/05/24	10/07/24
June	28/06/24	12/08/24
July	31/07/24	10/09/24
August	30/08/24	10/10/24
September	30/09/24	12/11/24
October	31/10/24	10/12/24
November	29/11/24	10/01/25
December	31/12/24	10/02/25

The Network or its representative must be in possession of the Buyer's payment on or before the due date shown on the invoice.

Adjustment invoices issued by the Network or its representative shall be payable on the due date indicated on the invoice.

Bills of exchange are not accepted.

**34** The Network may require full payment in advance or direct payment by the Buyer of Advertising Orders or a bank guarantee, notably in the following cases:

- New Buyer (new client for the Network);
- Buyer for whom the Network has noted incidents or delays in payment or a dispute that has arisen or is about to arise;
- Buyer whose solvency appears uncertain given its situation.

Payment in advance means that the Network must be in possession of the Buyer's payment at least 10 (ten) days prior to the first broadcast of its advertisement. In this case, a pro-forma invoice is sent to the Buyer, with a copy sent to the Agent if necessary. The final invoice will be sent to the Buyer at the end of the month in which the broadcast took place.

**35** In the event of non-compliance with the terms of payment, Orders not yet executed may be cancelled as of right by the Network, without notice or compensation and without prejudice to any other remedy.

In addition, late payment penalties at a rate of 15% (fifteen percent) shall be payable on amounts not paid by the due date stated on the invoice, commencing on the first day following such date, on an annual basis of 360 days, prorated for the number of days late.

Should the 15% rate fall below three times the legal interest rate, the penalty rate applied shall 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 French Commercial

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Code, damages of €40 (forty euros) to cover collection costs shall be payable as of right to the Network, without prejudice to additional compensation. The Network reserves the right to refuse to take into account invoices that have not been paid on time for the calculation of discounts granted under its Commercial Terms and Conditions.

The calculation of discounts at the end of the Order will only be carried out by the Network after receipt of a written request from the Buyer no later than June 30 of the year n+1.

In addition, the Network also reserves the right to not refund any amounts due to the Buyer for the liquidation of discounts at the end of the order and/or to offset the amount of the discounts at the end of the order against any amounts owed by the Buyer to the Network, including late payment penalties, which the Buyer acknowledges and agrees to.

- 36** The Network does not grant discounts for advance payments.

## BROADCAST INCIDENTS

- 37** Payment for messages not broadcast for reasons such as force majeure, strike, exceptional events disrupting their broadcast and attributable to the Medium(s) or the Network shall not be due, and the Buyer or third parties may not claim any compensation or indemnity in this respect.

Nevertheless, broadcasting incidents or even interruptions in the operation of one or more television transmitters give the right to compensation or price reduction under the following conditions:

Interruptions or incidents recognized by one of the media, and certified by their broadcaster(s) (satellite operators, cable operators) will entitle the Advertiser to a reduction in the price due, proportional to the number of households able to receive the media concerned and which were not technically able to receive all or part of the advertisement(s).

This reduction, carried out within the framework of this article, is exclusive of any other compensation, or indemnity to the benefit of the Buyer or any interested third party.

## BROADCASTING CONDITIONS

For any Media subject to French regulations, the following conditions apply:

- 38** Any Advertiser wishing to broadcast an advertisement in the slots must imperatively send the ARPP a copy of each of the messages in H264 format (also known as mpeg4 or AVC part 10) ready to be broadcast in order to obtain the ARPP's favorable opinion prior to any broadcast.

The ARPP is the self-regulatory body for advertising in France. Its purpose is to promote fair, truthful and healthy advertising in the interests of advertising professionals, consumers and the public. It is responsible for the systematic review of all television advertising production before it is broadcast.

The ARPP's favorable opinion does not include any commitment, even tacit, on the part of the Media with regard to the broadcasting of said advertisements.

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**39** In order to be broadcast, the broadcast Medium must be submitted to the Network, with a serial number and the favorable opinion of the ARPP, at the latest six (6) working days before the date of the first scheduled broadcast at the following address: 64-70 avenue Jean-Baptiste Clément, 92641 Boulogne-Billancourt Cedex.

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

The schedule for the broadcasting of advertisements on the reserved spaces must be submitted to the Network at the same time as the broadcasting medium, i.e. no later than six (6) days before the date of the first scheduled broadcast, on the letterhead of the Agent or the creative agency.

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

If this time limit is not respected and if the advertisement can be, on an exceptional basis, broadcast on the basis of a telephone indication, subject to immediate confirmation by fax on the part of the Advertiser or its Agent, any errors or omissions in the broadcasting of this advertisement will engage the sole responsibility of the Advertiser, as well as that, possibly, of the Agent.

If the broadcast schedule is not provided in writing by mail, fax or email, any errors or omissions in the broadcast will be the responsibility of the Advertiser or its Agent.

In the event that several broadcasting schedules are provided either by the Agent, or by the creative agency, or by the Advertiser, only the last schedule

received within the editing deadlines mentioned at the head of the present document will be taken into account.

**40** It is specified that if the Advertiser makes a request by registered letter with acknowledgment of receipt to the Network, the latter undertakes to send it, within a reasonable time, the proof of broadcasting of the scheduled campaign

**41 A.** The Buyer acknowledges and agrees that entering into an Advertising Order gives the Network the right to:

- Reproduce, present and adapt the advertisements submitted for communication to the public, as many times as the Network wishes, on all Media, in particular on the Network's Internet or extranet sites, for the purpose of communication and/or promotion of the Advertiser's activities;
- Represent the said messages using all processes in use in the sector of activity, to make copies of them in such number as the Network may see fit for communication for professional use with a view to informing Advertisers and their intermediaries;
- Broadcast the messages on the websites of the Media, taking into account the complete takeover of the signal of some programs.

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**B.** The Advertiser certifies that its advertisements do not use subliminal techniques, that their content does not contravene any law, rule or legislation in force, that they are not the subject of any imputation, defamatory allusion or, more generally, that they do not cause damage to a third party. The Advertiser shall indemnify the Network and the Media against any action or claim in this regard.

**C.** The Advertiser undertakes to obtain all necessary authorizations for the broadcasting of advertisements on all Media, and guarantees the Network and the Media against any action or claim, in particular from authors, composers, performers, publishers, producers and, more generally, from third parties based on the disregard of an intellectual property right or a personality right of any kind whatsoever (right to image and/or respect for private life).

**42** The schedule for the broadcasting of advertisements on reserved spaces must be submitted to the Network at the same time as the broadcasting Medium, i.e. no later than six (6) days before the first scheduled broadcasting date, via the MyDiffTV platform.

If this deadline is not respected and if the advertisement can be, exceptionally, diffused on telephone indication, subject to an immediate confirmation by email on behalf of the Advertiser or its Agent, the possible errors or omissions in the diffusion of this advertisement will engage only the responsibility of the Advertiser, as well as that, possibly, of the Agent.

If the broadcast schedule is not provided in writing by email or on MyDiffTV, any errors or omissions in the broadcast will be the responsibility of the Advertiser or its Agent. In the event that several broadcasting schedules are provided either

by the Agent, or by the creative agency, or by the Advertiser, only the last schedule received within the editing deadlines mentioned at the head of the present document will be taken into account.

All broadcast instructions must be submitted via MyDiffTV at [www.mydiff.tv](http://www.mydiff.tv), the dedicated platform common to SNPTV member networks.

## MEDIA FORMATS

**43** Delivery of advertisements to the Network

All the Buyers have the possibility, without additional charge, to deposit on the Internet site [www.francetvpub.fr](http://www.francetvpub.fr) their advertisements, via a secure personal access.

Each Buyer must first send to the Network a duly completed access code request form in order to receive an access code and a password allowing it to securely access the [www.francetvpub.fr](http://www.francetvpub.fr) website and thus preserve the confidentiality of its advertisements.

The access codes and passwords thus allocated to the Buyers are strictly personal, and exclusively reserved for the duly authorized physical persons and designated by name on the access code request form.

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Consequently, and in order to preserve the quality of service and the security of access, the Network reserves the right, in the event of use of access codes and passwords by third parties not expressly authorized by the Network, to deactivate said access codes and passwords and, upon request, to assign new ones to the Buyers concerned. Moreover, the Buyer undertakes to inform the Network, without delay, of any change in any of the items appearing in the schedule referred to in the preceding paragraph. In the event of a change in the professional situation of one of the natural persons thus duly authorized, the Network will proceed to deactivate the access codes and passwords that have been assigned to it.

Advertisements will be provided exclusively in High Definition PAD Digital Media Files.

The broadcast Medium must be submitted to the Network no later than six (6) days before the first broadcast date. In the event of a change in the broadcast schedule, the Network reserves the right to modify the delivery time.

The Network reserves the right to request from Buyers the delivery of the same advertisement on different broadcasting media.

## 44 A. Standards common to all P.A.D:

- Image ratio: It must be in 16/9 (native or anamorphic depending on the video format).

- Protective areas and inlaying of text: They must comply with the CST-RT-018-TV-V3.0 standard
- Noise level: The Conseil Supérieur de l'Audiovisuel adopted, on July 19, 2011, a decision on "the technical characteristics of the sound intensity in broadcasting of television programs and commercials".

The average loudness, measured according to ITU-R BS-1770-2, of the advertising sequences and of each of the messages they contain, is set as follows:

- the average measured loudness is less than or equal to -23 LUFS.
- the measured short-term loudness is less than or equal to -20 LUFS.

In the event that these figures are not respected, the Network may adjust the noise level to bring it into compliance with the imposed standard.

## 45 B. High definition P.A.D. digital media file

The HD P.A.D. file will be transmitted via Internet from the site: [www.francetvpub.fr](http://www.francetvpub.fr)

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

The following formats are accepted:

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



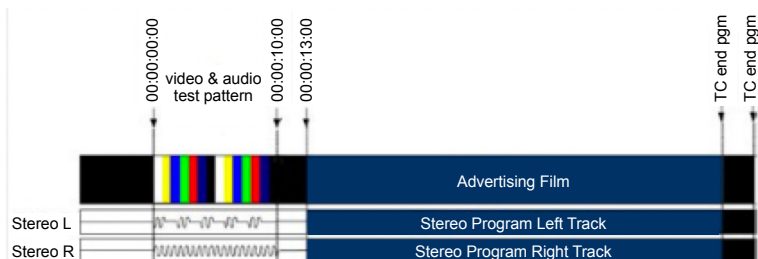
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Although not recommended because of their lower quality (visible by viewers and Internet users), non-HD files in standard SD format may be accepted on a purely exceptional basis, namely:

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

Whichever type of file is chosen, it must contain a continuous and increasing time code. The file must contain only the commercial and have a duration of one full second.



- 46 The Advertiser gives full powers to the Network to make any changes to the advertisements received in order to ensure their adaptation to the conditions of broadcasting of the Media with a view to the execution of its Advertising Orders. The Advertiser shall indemnify and hold harmless the Media against any action or claim by any third party, including, without limitation, authors, composers, performers, publishers, producers and, more generally, any person who believes that he or she has any rights whatsoever in all or any part of the said advertisements as a result of their dissemination by the Media.
- 47 The Network will verify that the actual duration of the commercial message delivered corresponds strictly to that of the space reserved. The commercial will be rejected if this verification reveals that the duration of the delivered commercial does not correspond to that of the space reserved in accordance with the stipulations of the Advertising Order.
- 48 All costs, including production, copying, copyrights, neighboring rights and others, are the responsibility of the Advertiser.
- 49 After a period of 3 calendar days following the first broadcast of a commercial message, no technical complaint concerning the quality of production, broadcasting or timing of the commercial message will be accepted.
- 50 A "last minute service", which is intended to allow the Advertiser or its Agent to make important last-minute changes as close as possible to the time of broadcast, is accessible.

Only advertisements that have received a favorable opinion from the ARPP and are in the possession of the Network may be substituted for the advertisements scheduled for broadcast.

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For any modification taking place in a period going from two working days before the day of the broadcasting until the working day, day before the day of the broadcasting, an amount of 1,500 euros excluding tax per modified advertising slot will be invoiced. The maximum amount charged by the Network for modifications made simultaneously on several slots for the same product, subject of the commercial, will be 15,000 euros excluding tax. This “last minute service” cannot be used for broadcasts of France 3 regionalized slots as well as for broadcasts scheduled on the Thematic Channels. Invoices for these last-minute changes will be sent to the Advertiser with a duplicate to the person requesting the change.

Depending on the holiday schedule, the Network reserves the right to modify the “last minute service” deadlines. The Network reserves the right to suspend this service without notice, without any claim being made against it, nor giving rise to the payment of compensation of any kind.

- 51 All delivered media files may be destroyed at the initiative of the Network if their date of receipt exceeds one year.

In general, the Buyer will inform the Network in writing as soon as possible of any definitive cessation of the broadcasting of an advertisement.

## GENERAL PROVISIONS

- 52 The Advertiser certifies that its advertisements do not use subliminal techniques, that their content does not contravene any law or regulation in force and that they do not contain any imputation or allusion that is defamatory or, more generally, harmful to a third party.

The Advertiser shall indemnify the Network and the Media against any action or claim in this regard.

In particular, and without this list being limitative, the Advertiser guarantees the Network and the Media against any recourse or claim from a third party based on the disregard of an intellectual property right (copyright, trademark, designs and models, etc.) or of a personality right of any kind, and in particular of the right to image and/or to privacy.

- 53 In addition, the Advertiser acknowledges and expressly agrees that the conclusion of an Advertising Order confers upon the Network the right:

- **A.** to reproduce, represent and, if necessary, adapt the advertisements which are given to it on any Media with a view to communication to the public free of charge, as many times as the Network wishes, on any Media and particularly on the Internet or extranet sites of the Network and media, with a view in particular to communication actions and/or promotion of the activities of the Advertiser;
- **B.** to represent the said messages according to all processes in use in the sector of activity, to make copies of them in such number as the Network shall see fit, with a view to communication for professional use and, in particular, with a view to informing the Advertisers and their Agents;
- **C.** to broadcast the messages on the Internet sites of the Media, taking into account the complete takeover of the signal of certain programs.

- 54 The Advertiser undertakes to obtain all necessary authorizations and guarantees the Network and the Media against any litigation related to these uses. In particular, and without this list being limitative, the Advertiser guarantees the

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Network and the media against any recourse or claim from a third party based on the disregard of an intellectual property right (copyright, trademark, designs and models, etc.) or of a personality right of any kind, and in particular of the right to image and/or to privacy.

- 55 Content broadcast in French on international channels must be subtitled in the national language of the broadcasting country.
- 56 Advertisers who mention in their commercials the names and/or addresses of Internet sites, or the names and/or numbers of telephone or telematic services, certify that the content of the sites and telephone or telematic services may not, directly or indirectly, contravene any law, without prejudice to the provisions of Article 9 above, or, more generally, the legislation in force.

The Advertiser guarantees the Network to this effect.

In the event that the Advertiser and/or the Network are accused of promoting these telephone or telematic sites or services, the Network may immediately interrupt the broadcasting of the advertisements in question, without the Advertiser being able to make the slightest claim against the Network or the Media in this regard.

- 57 The Network and the Buyers shall refrain from disclosing any confidential information to which they may have access in connection with the Advertising Orders. All information or data of any nature whatsoever, including computer, technical, marketing, commercial or financial, in any form or on any medium whatsoever, disclosed by either party, by any means, shall be considered confidential. The Network and the Buyers undertake to maintain the confidentiality of the said information until the date of the first broadcast or publication on the Medium(s)/site(s) of the advertisement(s).

The Buyer acknowledges that the electronic files exchanged with the Network in connection with the execution of the Advertising Orders may be subject to intrusion or contamination by a third party, in particular in connection with Internet transmissions. In this respect, the Network shall not be held liable for any direct and/or indirect damage resulting for the Buyer from computer viruses or any other malicious or harmful program that has caused malfunctions, blockages and/or alterations of data in the computer systems or during the broadcasting of advertisements on the Media.

The Network undertakes to maintain the confidentiality of the said information until the date of the first broadcast of the advertisement(s) on the Medium(s).

- 58 The Buyer expressly acknowledges that any electronic document consisting of a scan of a succession of signed documents related to the execution of Advertising Orders (hereinafter referred to as "Document") constitutes literal evidence within the meaning of Article 1365 of the French Civil Code and is considered an original document with the same value and evidentiary force as a paper-based written document in accordance with Article 1366 of the French Civil Code and may be validly opposed. Accordingly, the Buyer acknowledges that any Document is conclusive evidence of its contents, the identity of the signatory and its consent to the obligations and consequences of facts and rights arising therefrom and shall be admissible as evidence in any court of competent jurisdiction.
- 59 The Buyer expressly agrees that any document may be signed electronically within the framework of the electronic signature platform used by France Télévisions and that the latter:

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- constitutes the original of said document;
- constitutes written proof within the meaning of Article 1365 of the French Civil Code;
- has the same probative value as a handwritten document signed on paper in accordance with Article 1366 of the French Civil Code and may be validly enforced against each of the Parties and against third parties;
- is liable to be produced in court, as evidence in writing, in the event of litigation, including litigation between the Parties.

Consequently, the Buyer acknowledges that any document signed electronically is proof of the content of the said document, of the identity of the signatory and of their consent to the obligations and consequences in fact and in law arising from the document signed electronically.

- 60 In conducting its activities, the Network is committed to respecting a set of values and principles set out in the “France Télévisions Ethics Charter”. These principles include, but are not limited to, the commitment of the Network to conduct its activities with respect for people and the environment.

The Network ensures that its activities are carried out in compliance with the applicable procedures and with a constant concern for preventing any conflict of interest and fighting against corruption.

The Network is committed to sharing these ethical principles with its suppliers and service providers. In this respect, the Buyer declares that it has taken cognizance, as far as it is concerned, of the Ethics Charter, available at the following address: <https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>.

It undertakes to respect similar practices in the conduct of its activities and more particularly in the context of the services it provides on behalf of the Network.

In addition, the Buyer is informed that, in accordance with Law No. 2016-1691 of December 9, 2016, the Network has adopted an anti-corruption Code of Conduct. The purpose of this Code is to set out or recall the fundamental values and principles that the Network is committed to respecting in the fight against corruption and influence peddling. It is available on the Network’s website at the following address: <https://www.francetvpub.fr/chartes-et-engagements/code-de-conduite-anti-corruption/>.

The Buyer undertakes to take cognizance of the said Code and guarantees to the Network that it will not undertake any action in contravention of the provisions of the said Anti-Corruption Code, and/or that violates a legal or regulatory provision for combating or preventing corruption or any other law or regulation applicable in the conduct of its activities.

In addition, in order to further its ethical approach and to guarantee that its activities within the framework of the relationships it maintains with its commercial partners obey the same principles, France Télévisions Publicité has undertaken to comply with the French Code of Conduct for Commercial Partners. The Buyer declares that it has read the Code of Conduct for Commercial Partners, available at the following address: <https://static.francetelevisions.fr/inline-images/code%20de%20conduite%20partenaires%20commerciaux.pdf>

It undertakes to comply with it in the context of its business relations with France Télévisions Publicité or to apply equivalent standards in the context of the activities it carries out on behalf of France Télévisions Publicité.

# General Terms and Conditions of Sale of Advertising Space

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France Télévisions Publicité attaches great importance to compliance with international and national provisions relating to respect for human rights and fundamental freedoms, the protection of human health and safety, and the protection of the environment.

France Télévisions Publicité's CSR policy is based on respect for ethical principles and human rights as defined in:

- the Universal Declaration of Human Rights;
- the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work and the declarations and conventions of the same organization against forced labor and child labor;
- the United Nations Global Compact and the Women's Empowerment Principles;
- the France Télévisions Group Ethics Charter (<https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>).

Similarly, France Télévisions Publicité is committed to protecting the environment.

The France Télévisions Group's CSR provisions are detailed in the document accessible by clicking on the following link: <https://www.francetelevisions.fr/groupe/nos-engagements/les-engagements-en-matiere-de-rse-3925>.

The Buyer therefore undertakes to comply with the principles defined in these texts, which are available on the Internet, and to ensure that its subcontractors do the same, and not to carry out any action contrary to the environmental and societal commitments of the France Télévisions Group.

The Buyer will comply with the legal prescriptions concerning labor regulations

and will be solely responsible for the execution of the obligations imposed by social and fiscal laws in favor of or on behalf of its personnel.

Foreign workers must be in possession of a document authorizing them to work in France, when possession of such a document is required by virtue of legislative or regulatory provisions, or international treaties or agreements.

The Buyer certifies on its honor that the services are performed by employees who are regularly employed in accordance with the regulations in force and in particular Articles L.3243-1 to 5, L.1221-10 to 13, and L.8251-1 of the French Labor Code.

The Buyer undertakes to provide France Télévisions Publicité with the documents referred to in Article D.8222-5 of the Labor Code or D.8222-7 of the same code for companies established abroad as soon as the contract is concluded, and then every six (6) months thereafter for the entire duration of the contract.

Likewise, in order for France Télévisions Publicité to meet its obligation of vigilance, the Purchaser declares that, pursuant to Articles L.8221-3 and L.8221-5 of the French Labor Code, it has submitted to France Télévisions Publicité, upon conclusion of the contract, a certificate relating to compliance with its obligations in terms of social declarations, complete with mention of the payment of social security contributions and fees, and showing:

- The identification of the company;
- The number of employees employed;
- The salary base declared on the last summary of social security contributions sent to the collection agency.

# General Terms and Conditions of Sale of Advertising Space

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The Buyer undertakes to submit this certificate to France Télévisions Publicité every six (6) months until the end of the performance of the contract.

The Buyer acknowledges that its compliance, throughout the contract, with the obligations arising from Articles L.8221-3 and L.8221-5 of the French Labor Code constitutes an essential obligation for the performance of the contract.

**61** The Contractor undertakes to take cognizance of the said Code and guarantees to the Network that it will not undertake any action in contravention of the provisions of the said Anti-Corruption Code, and/or that violates a legal or regulatory provision for combating or preventing corruption or any other law or regulation applicable in the conduct of its activities.60- The Advertiser undertakes to comply with and to ensure that its Agent, as well as all its service providers acting on its behalf and/or for its account for Personal Data processing operations, comply in all respects with the applicable regulations, and more particularly with those relating to Personal Data, as issued by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data, law No. 78-17 of January 6, 1978 as amended, or the Deliberations of the Commission Nationale de l'Informatique et des Libertés and in particular Deliberation No. 2020-091 of September 17, 2020 bringing the law of January 6, 1978 as amended to the operations of reading or writing in a user's terminal and Deliberation No. 2020-092 of September 17, 2020 adopting a recommendation proposing practical methods of compliance in case of recourse to "cookies and other tracers".

To this end, the Advertiser, its Agent, and all its service providers acting in its

name and/or on its behalf for personal data processing operations, strictly prohibit, except with the prior contractual agreement of the Network, any insertion or use of Cookies, in the advertisements intended to be broadcast following the purchase of advertising space, regardless of the terms of this purchase.

The Advertiser undertakes, both in its own name and on its own behalf and in the name and on behalf of any Agent or service provider, to process the Personal Data of viewers or users to which it may have access by any means whatsoever (and in particular within the framework of bid-requesting during marketing in Programmatic) in compliance with the following conditions:

- the processing of Personal Data may only be carried out within the framework of the purchase of advertising space on the media in order to provide personalized advertising to viewers or users exclusively, barring any other use;
- the Personal Data collected by the Advertiser may only be transmitted to third parties, agents and service providers within the framework of the processing mentioned above;
- the use of Personal Data to enrich a DMP or any database of the Advertiser, the Agent or any third party or subcontractor is prohibited;
- any cross-referencing with other data that the Advertiser holds directly or indirectly, in particular for the purpose of advertising targeting, is prohibited;
- the Advertiser guarantees to the Network that the conditions for hosting Personal Data comply with the security and confidentiality requirements of the applicable regulations.

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In the event that the Buyer, its Agent or its service providers acting on its behalf and/or for its account for personal data processing operations do not comply with the above-mentioned obligations, the Network reserves the right to cancel the programming of the campaign under the conditions provided for in the "Cancellation" section above by requiring the Advertiser or its Agent to pay the full amount of said campaign.

It is specified that the Advertiser, its Agent or third parties may not claim any compensation in such a case and that the Network may not be held liable for any direct and/or indirect damage that may result for any person from the presence or use of Cookies or behavioral targeting technologies integrated into the messages concerned in contravention of these provisions.

## APPLICABLE LAW

- 62 The contracts concluded between the Network and the Buyers are subject to French law, which is the only law applicable to their formation, interpretation and execution, and only the version written in French is authentic.

## LITIGATION

- 63 Any dispute or litigation that may arise from the interpretation and/or execution of these terms and conditions, of which only the French version is authentic, and more generally from the formation and execution of the Advertising Orders, shall fall exclusively within the jurisdiction of the Paris courts, including in the event of connexity, third-party appeal or multiple defendants.

# 4

## *General Terms and Conditions of Sale of Sponsorship* on France Télévisions Publicité International

Applicable to sponsorship messages broadcast  
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# General Terms and Conditions of Sale of Sponsorship

On France Télévisions Publicité International

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## 1 The present conditions (hereinafter “ General Terms and Conditions of Sale”) are applicable to the sale of sponsorship spaces broadcast on:

### International channels :

- TV5 Monde (Outside Africa)
- France 24 (Outside Africa)
- My Zen
- Museum
- (hereinafter referred to as « **the Media** » ou « **the Medium** » each for their part), or which France Télévisions Publicité, acting under the trade name «France Télévisions Publicité International» (hereinafter referred to as «the Network»), a public limited company with a capital of 38,100 euros, with head office located in Boulogne-Billancourt (92641) at 64/70, avenue Jean-Baptiste Clément, SIREN 332 050 038 Nanterre Trade & Companies Register, is responsible for the advertising Network and is the only company authorized to receive advertising orders.

For the purposes of these General Terms and Conditions of Sale, the following terms are defined as follows:

- « **Advertiser** » ou « **Sponsor** » means the legal entity on whose behalf the Sponsorship Operation is conducted.
- « **Agent** » means any agency or intermediary acting in the name and on behalf of an Advertiser duly mandated by a written contract. In the event that the provisions of the «Sapin» law n° 93-122 of January 29, 1993 are not

applicable, the Advertiser’s intermediary shall not be required to intervene within the legal framework of the mandate.

- « **Buyer** » means any Advertiser, Sponsor or Agent acting in the name and on behalf of Advertiser or Sponsor pursuant to a written mandate and subscribing to a Sponsorship Operation.
- « **Sponsorship operation** » or « **Operation** » means any contribution by a company or legal entity, public or private, not engaged in the publishing of television services or audiovisual media on demand or in the production of audiovisual works, to the financing of a television program in order to promote its name, brand, image, activities or achievements in accordance with Article 17 of Decree No. 92-280 of 27 March 1992.
- « **Electronic document** » : Any document signed in a dematerialized manner within the electronic signature platform used by the Network and/ or the buyer, in conditions that comply with the regime set by the European Union Regulation 910/2014 of 23 July 2014 on electronic identification and trust services for electronic transactions within the internal market (eIDAS).

## 2 SCOPE AND VALIDITY

These General Terms and Conditions of Sale are applicable to Sponsorship Operations broadcast between January 1, 2024 and December 31, 2024 on the Media.

Only the version published on the Network’s website, accessible from the URL address « <http://www.francetvpub.fr> », is authentic. Any publication of the General Terms and Conditions of Sale on another medium is for information purposes only.

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The Network reserves the right to modify at any time the stipulations of the present General Terms and Conditions of Sale, it being specified that the modifications will only be applicable as of their publication in the program newsflash, available on the Network's website, and the updating of the General Terms and Conditions of Sale published on the said website. In case of modification of the General Terms and Conditions of Sale, the Sponsorship Operations validly concluded before the said modifications will continue to produce their effects until their end.

If necessary, the commercial offers may provide for provisions derogating from the present General Terms and Conditions of Sale.

## 3 APPLICABLE REGULATIONS

Sponsorship is regulated in particular by the provisions of Decree No. 92-280 of March 27, 1992 for all media subject to French regulations. For the other Media, the regulations specific to their nationality are applicable.

## SPONSORSHIP OFFER

### 4 Acceptance of the General Terms & Conditions of Sale

The conclusion of a Sponsorship Operation, whatever the marketing method, implies the Buyer's unreserved and unrestricted acceptance of these General Terms and Conditions of Sale, as well as compliance with the regulations in force concerning sponsorship.

It is specified that any other document whatsoever, addressed to the Network or its representative by the Buyer, referring to its own commercial conditions, has only an indicative value and does not imply any acceptance of the said conditions by the Network, which are not opposable to it.

### 5 Reservation right of the Media

The Network may refuse any sponsorship:

- whose origin appears doubtful;
- or from Advertisers whose solvency cannot be established.

### Each Medium reserves the right to refuse:

- any Sponsor it feels does not correspond to its image or that of the program concerned;
- or any sponsorship that would harm its commercial or editorial interests;
- or any Sponsor or any sponsorship for reasons of image or ethics, or for reasons relating to the obligations inherent in its specifications.

### 6 Commercial proposals

Programs open to sponsorship on the Media, other than those for which a sponsorship agreement has already been concluded before the program schedule is published, are marketed by the Network, on behalf of the Media, in the form

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of regularly updated «commercial proposals» that specify the characteristics of the program, the terms of the sponsorship operation and the applicable rate and, where applicable, the specific booking conditions.

The television programs open to sponsorship and, where applicable, posted online on the Site(s) managed by the Network, are marketed within the same commercial proposal constituting an indissociable set of on-air sponsorship spaces and digital sponsorship spaces. It is specified that in the absence of a purchase, two months before the date of the first broadcast of the sponsored program(s), the Network reserves the right to market separately the sponsorship spaces, subject of the initial commercial proposal.

## 7 Mandate

Sponsorship Operations may be placed directly by the Advertiser or an intermediary, who acts in the name and on behalf of the Advertiser when the «Sapin» law n°93-122 of January 29, 1993 is applicable.

Any purchase of sponsorship space by an intermediary subject to the provisions of the «Sapin» law n°93-122 of January 29, 1993 is made by virtue of an agency contract by the effect of which the Agent represents the Advertiser to the Network, the contractual obligations being established directly between the Advertiser and the Network. The Advertiser shall attest to the existence of the mandate of its Agent by providing the Network with a certificate of mandate in accordance with the model published by the Network for one calendar year.

This certificate can be presented:

- In dematerialized and electronically signed form, as soon as it has been registered and communicated by the MyMandat platform, published by EDIPUB
- In accordance with the model published by the Network, duly completed and signed, and transmitted by any means enabling its regularity to be ensured.

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

The Advertiser who mandates an intermediary for the purposes of placing its Operations, shall refrain from intervening in parallel with its Agent in any placing, confirmation, modification or cancellation of the Operations, unless a written waiver has been expressly granted in advance by the Network.

The Advertiser undertakes to inform the Network of any modifications relating to the mandate it has entrusted to its Agent, without delay, by registered letter with acknowledgment of receipt.

Under the present General Terms and Conditions of Sale, the stipulations relating to the Agent apply, if necessary, to the Sub-Agent.

## 8 Purchasing priority

Only long-term sponsorship operations (6 consecutive months minimum) can benefit from a priority purchase for the same period the following year. The Christmas and summer grid sponsorship operations are not eligible for priority purchase.

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The terms and conditions of application of this purchasing priority are defined by the Network and specified in the initial sponsorship agreement, in particular its deadline, which will be set at least four months before the date of the first broadcast of the sponsored program or programs. If, at the end of the priority period, the priority Advertiser has not notified the Network in writing of its desire to repeat the operation, the Network may then freely market the sponsorship of the program or programs.

## 9 Official partners

Notwithstanding the stipulations of Article 10 below, Advertisers who are «official partners» of sporting events benefit from sponsorship rights (in accordance with the agreement signed between the organizer and the Network of a priority purchase of devices) for the broadcasting of said sporting events. This purchasing priority takes precedence over any priority that may have been included in a previous sponsorship contract with another Advertiser.

## 10 Exercising an option

**10.1** Any Buyer may file with the Network an option allowing priority purchase of one or more of the programs offered for sale of sponsorship space under the conditions of Article 10-5.

The Network reserves the right not to record options on certain programs. This decision will be communicated to the Buyers.

The duration of the option is 10 (ten) working days. The term of the Option may not be extended, including when the 48 (forty-eight) hour confirmation period in Article 10-5 begins to run 24 (twenty-four) hours prior to the expiration date of the Option.

No options will be registered within 8 (eight) weeks of the first air date of the selected program(s).

The exercising of an option is expressly excluded in the cases of compensation as provided for in these GTCs.

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

On the option expiration date, the Network will confirm or not confirm the firm purchase proposals of the remaining option holders and/or buyers, based on the decision of the Priority Advertisers.

**10.2** The option must clearly indicate the name of the program, the dates of the operation, the name of the Sponsor and its brand, and the financial amount of the Operation.

It must also imperatively mention the acceptance of the present General Terms and Conditions of Sale in order to be retained..

**10.3** The option(s) must be requested in writing by any means that allows the receipt of the option request to be dated.

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When the option request is sent by email, the Network shall acknowledge receipt by indicating by return to the Buyer the due date and its option rank. After this date and without confirmation, the option becomes null and void.

**10.4** An option is only valid, if received from an Agent, if it is accompanied by the aforementioned certificate of mandate. When the option is taken by an Agent, it can only be confirmed or cancelled by the latter, the Advertiser refraining from intervening in parallel with its Agent in this respect.

**10.5** For each proposed device, the Network will select only three options. Option ranks determine the order in which priority buying will be offered to advertisers.

Rankings will be determined by the number of consecutive weeks of the proposed devices, with the longest device receiving the highest ranking (ascending order). In the case of options based on the same number of consecutive weeks, priority will be given to the option that was submitted first (in chronological order of receipt) and/or providing the earliest start date.

**10.6** After registration of the options, and during the 10 days of validity of each option, the Network retains the right to offer for sale devices on which options have been filed.

In the event of a firm bid formed on an optional device:

- If a Buyer(s) makes a firm proposal to purchase based on a greater number of consecutive weeks than the number of registered options, the Network shall be free to proceed with such firm proposal(s) without the option holders having any right of priority, and without this giving them any right to compensation of any kind.

- If a Buyer(s) makes a firm proposal to purchase based on less than or equal to the number of consecutive weeks of registered options, the option holders will have 48 (forty-eight) hours to exercise their options and make a binding offer to purchase. Firm purchase confirmations received during this 48 (forty-eight) hour period are retained in accordance with the priority rules defined in article 10.5.

The 48-hour period of priority purchase begins the day after the Buyer's confirmation and ends at 6:00 p.m. (six p.m.) on the following day, within the time limit of the option period.

**10.7** Modifications or deletions of an option rank resulting from the application of the present articles do not give right to any compensation, of any nature whatsoever.

## 11 Conclusion of the Sponsorship Operation

Each Sponsorship Operation is personal to the Advertiser and cannot be transferred.

It is the subject of a specific contract between the Network and the Buyer which, on a case-by-case basis, specifies its content.

**11.1** When a sponsorship commercial proposal is marketed by the Network and a Buyer makes a firm proposal validated by the Network, no other sale may be substituted for the first.

**11.2** For Sponsorship Operations with prizes, the purchase will only be taken into account by the Network if the details and the amount of the prizes offered are communicated at the time of the purchase confirmation.

**11.3** The Media reserves the right to broadcast non-sponsored trailers.

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**11.4** The signed sponsorship agreement must be returned to the Network two weeks after the contract is sent for signature.

Failing that, the Network reserves the right to cancel the scheduled Sponsorship Operation.

In the case of a firm reservation, the Network may require the Buyer to pay a deposit. In case of cancellation of the reservation, this deposit remains acquired by the Network.

**11.5** Outside of the purchase procedure on the ADspace platform, if a sponsorship operation takes the form of an electronic document, it will constitute the original of the said document. In accordance with Articles 1366 and 1367 of the French Civil Code, the electronic document:

- has the same probative value as a handwritten document signed on paper and can thus be validly opposed to each of the signatories and to third parties, and produced in court,
- is proof of the content of the document, of the identity of the signatories and of the consents to the obligations and consequences arising from the document signed in a dematerialized manner.

## PURCHASING PROCEDURE VIA THE ADSPACE PLATFORM

**12** The Network shall provide Buyers, possibly through its local representative, with access to a platform called ADspace. This ADspace platform allows Buyers to directly purchase advertising space and to access several features ;

Access to the ADspace platform is subject to the Buyer's acceptance of the

ADspace platform's General Terms and Conditions of Use, accessible on the Network's website at this URL address «<http://www.francetvpub.fr>». It is specified that the Network reserves the right to modify the functionalities of the ADspace platform at any time and to suspend the availability of this tool temporarily or definitively, which the Buyer acknowledges and accepts expressly.

**13** The Buyer, if he/she has a valid access to the ADspace platform and meets the obligations defined above, can retain with the Network, in the form of a firm purchase proposal, the offer concerned and its period, as well as the name of the Sponsor and its brand, during the usual working days and opening hours of the ADspace platform (from 8:00 am to 8:00 pm, except in special cases). The scope of the accessible offer is determined by the Network and is set out in the Network's Commercial Conditions.

**14** The Buyer will select directly via the ADspace platform its firm purchase proposals by a click which means acceptance of the solicitation and of the General Terms and Conditions of Sale and Commercial Conditions of the Network. As soon as the Network validates its firm purchase proposals, the sponsorship operation is constituted and the firm sale is carried out.

Sponsorship operations generated via ADspace are confirmed to the Buyer by sending an email. Each Sponsorship Operation generated by ADspace is governed by the provisions of the articles of the present General Terms and Conditions of Sale of Sponsorship.

For each Order, the Network communicates to the Buyer the details relating to this operation (such as in particular the offer and the period concerned, the financial amount of the operation).

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The Buyer accepts the purchasing procedure with the Network as defined above and refrains from contesting Orders that have been registered according to the procedures described above beyond the time limit. In any event, the production by the Network of the computerized documents having recorded the Orders shall be deemed irrefutable proof of the formation of the space sales contracts entered into by the Buyer.

The Network cannot be held responsible for any fraudulent or malicious action taken on the computer or telephone network used.

## 15 Cancellation

Any cancellation of a Sponsored Transaction by the Buyer must be made in writing to the Network.

**15.1** In case of cancellation by the Buyer of a firm reservation:

- more than 12 (twelve) weeks before the start of the Sponsorship Operation, i.e. the broadcast of the first program concerned, the Buyer must pay the Network a penalty equal to 50% (fifty percent) of the total net budget excluding taxes of the cancelled Operation;
- between 12 (twelve) and 4 (four) weeks inclusive prior to the start of the Sponsored Operation, the Buyer shall pay to the Network a forfeit amount equal to 75% (seventy-five percent) of the total net budget excluding taxes of the cancelled Operation.

Less than 4 (four) weeks before the start of the Sponsored Operation, the Buyer must pay the Network a penalty equal to 100% (one hundred percent) of the total net budget excluding taxes of the cancelled Operation.

In the event of cancellation by the Buyer of a firm reservation after the start of the Sponsorship Operation, i.e. during the broadcast of the programs concerned by the Sponsorship Operation, the Buyer must pay the Network a penalty equal to 100% (one hundred percent) of the total net budget excluding taxes of the cancelled Operation, regardless of the duration of said Operation.

A Buyer who cancels a firm reservation will not be able to buy back the same device at a lower price at a later date, even if the Network has put it back on the market at a lower price.

**15.2** In the event of any inconsistency between the cancellation provisions of a commercial offer and those of the foregoing articles, those of the commercial offer shall prevail.

**15.3** Article 15.2 also applies to any cancellation by the Buyer of a global communication campaign known as a «special operation» or «cross-media», including in particular a Sponsorship Operation.

It is understood that the Network reserves the right to dispose of the spaces thus vacated.

The Buyer shall be liable to France Télévisions Publicité Conseil for full payment of the technical costs incurred in connection with the cancelled Sponsorship Operation.

**15.4** If the Buyer cancels an Operation after duly agreeing to a postponement for the reasons set forth in Article 45, the Buyer shall pay a penalty of 100% (one hundred percent) of the total net budget for the Operation, excluding taxes, regardless of the time period of cancellation.

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**15.5** For Operations related to sporting events, in the event of the occurrence of the cases provided for in Article 39 resulting in:

- cancellation of the sporting event: the Operation will not give rise to any billing, for all categories of Advertisers;
- the postponement of the sporting event:
  - The «official partner» Advertiser who cancels an Operation shall pay a penalty equal to 100% (one hundred percent) of the total net budget excluding taxes of the Operation, regardless of the date on which the postponement of the sports event was scheduled (year n or n+1).
  - The Advertiser falling under categories other than «Official Partner»:
- that cancels an Operation shall pay a penalty equal to 100% (one hundred percent) of the total net budget of the Operation, excluding taxes, if the event was scheduled to be postponed in year n;
- may cancel the Operation without compensation if the sporting event is postponed to year n+1.

## 16 Termination

**16.1** Termination at the initiative of the Buyer of an agreement in progress must be notified to the Network by registered letter with acknowledgment of receipt.

Termination may only take effect after 15 (fifteen) days' notice, starting from the day of receipt of the registered letter, it being specified that this period may be contractually longer depending on the duration of the Operation and/or the type of program sponsored.

**16.2** In this case, the amount of the penalty due by the Buyer is as follows

- in the case of an Operation lasting 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 more than one month, the forfeiture shall be at least equal to 100% (one hundred percent) of the net amount (exclusive of tax) due by the Buyer for broadcasts and/or recordings of the sponsorship Operation scheduled within 30 (thirty) days of the effective date of the Buyer's termination, but not less than 25% (twenty-five percent) of the net budget (exclusive of tax) due by the Buyer, as of the date of termination, for the remainder of the Operation.

## 17 Co-sponsorship

**17.1** In the event that the Sponsorship Operation is open to a co-partnership, there cannot be two Advertisers from the same sector of activity in the same device.

«Sector Code» means the eight-digit code composed of the family number, class number, sector number and variety number allowing the product or service that the Buyer wishes to promote to be attached to a variety of product or service in the «sector code nomenclature» grid published by the Network.

**17.2** The Advertiser may never object to the program it sponsors being co-sponsored by the media associated with the promotion of the program in question.



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## 18 Offers related to the sponsorship operation

**18.1** At the initiative of the Network, a sponsorship impact study may be proposed. In this case, the Network reserves the right to exploit the results in any form and for any commercial purpose, including sales pitch presentations, press releases, brochures and to mention the name of the Sponsor.

**18.2** The Advertiser may not object to the presence in the advertising slots preceding or following the sponsored program of commercials relating to competitors or brands competing with its own. Each sponsorship agreement is independent of other sponsorship agreements and advertising orders.

Nevertheless, if the Advertiser so requests and subject to schedule availability, the Network may offer the Advertiser the opportunity to appear on the advertising slots preceding or following the sponsored program.

No sectoral exclusivity can be invoked within the same program

- for the benefit of the Sponsor present for the billboard and/or by the Sponsor present for the prize;
- for the benefit of the Sponsor present for the billboard and/or by the Sponsor present for the product placement.

## PRODUCTION OF SPONSORSHIP-SPECIFIC CREATIONS

- 19** Sponsorship elements are understood to be all audiovisual creations made with a view to carrying out the sponsorship operation and intended for broadcast.

The costs of producing and/or distributing (technical) the sponsorship elements are not included in the budget of the Sponsorship Operation.

- 20** The sponsorship elements to be broadcast and specific to the operation are subject to the control and prior written agreement of the Network and the Artistic Direction of each Media concerned by the Operation.

## 21 Incidents

In the event of a change in the regulations, the Network reserves the right to deprogram the Advertiser's billboard without delay. The Sponsorship Operation may be cancelled under the conditions of Article 15.

## 22 Production - Content of sponsorship elements

## 23 General Provisions

The sponsorship elements may be produced by France Télévisions Publicité Conseil, under the conditions provided for in Article 23, or by any production company chosen by the Buyer.

If the sponsorship elements not produced by France Télévisions Publicité Conseil mention the program's brand, the advertiser must obtain the rights for any use and exploitation, and in particular outside the media and sites provided for in the sponsorship agreement, the Network being exonerated from any liability in this respect.

- 24** The quotations and animations specific to sites are subject by right to the regulations in force and in particular to the provisions of the decree n° 92-280 of March 27, 1992 modified.

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It is specified that the sponsorship creations put online on the audiovisual media services on demand (SMAd) are automatically subject to the provisions of the decree n° 2010-1379 of November 12, 2010.

The channel reserves the right to require that the name of the program be included in the Advertiser's sponsorship element.

## 25 Provisions applicable to the content of the sponsorship elements.

The quotations and animations specific to sponsorship creations are automatically subject to the regulations in force and in particular to the provisions of Decree No. 92-280 of 27 March 1992 as amended.

It is specified that the sponsorship creations put online on the audiovisual media services on demand (SMAd) are automatically subject to the provisions of the decree n° 2010-1379 of November 12, 2010.

## 26 Terms and Conditions for Production by France Télévisions Publicité Conseil

**26.1** France Télévisions Publicité Conseil, a simplified joint stock company with a capital of €40,000, having its registered office at Boulogne-Billancourt (92641 Cedex), 64-70, avenue Jean-Baptiste Clément, Siren 382 258622 Nanterre Trade & Companies Register, sets the terms and conditions of its intervention with the Buyer.

The production of sponsorship elements is always done in coordination with the Buyer.

**26.2** France Télévisions Publicité Conseil will send the Buyer a storyboard

proposal accompanied by an estimate of production costs, by registered letter with acknowledgment of receipt, by fax, or by any other means that can be used to date receipt of the proposal.

**26.3** The Buyer must return the signed quote. In any event, after a period of two (2) working days from receipt of the quote by the Buyer and in the absence of any challenge to the quote by the Buyer within this period, the quote shall be deemed accepted.

**26.4** Production costs are the subject of an estimate and an invoice, separate from those relating to the purchase of sponsorship space, established by France Télévisions Publicité Conseil. The invoice drawn up by France Télévisions Publicité Conseil shall be payable within thirty (30) days of the invoice date, on the 10th day of the month, in accordance with Article 36 below.

**26.5** Subject to France Télévisions Publicité Conseil's full execution of the production of the sponsorship elements and the Buyer's full payment of the sums due, the Advertiser will hold, on a non-exclusive basis, the reproduction and representation rights to the sponsorship creations provided by France Télévisions Publicité Conseil and necessary for their exploitation and use, within the limits of the rights obtained by the latter.

**26.6** In this regard, the Advertiser acknowledges and accepts that the rights thus granted are limited to their use on the Medium(s) and Site(s) managed by France Télévisions Publicité and for a period of 1 (one) year from the date of first broadcast of the Sponsorship Operation.

**26.7** In addition, the Advertiser is authorized to exploit these sponsorship creations on the Advertiser's digital ecosystem for the duration indicated in the

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preceding paragraph, subject to having informed France Télévisions Publicité Conseil in writing beforehand.

**26.8** Any other use of the sponsorship creations shall be subject to a new agreement between France Télévisions Publicité Conseil and the Advertiser, under conditions (particularly financial) to be defined in good faith.

## **27** Exploitation of sponsorship elements

**27.1** Receipt of a delivery and the broadcasting of a sponsorship element are carried out by France Télévisions Publicité Conseil and are invoiced under conditions specific to each operation.

**27.2** With regard to sponsorship of short programs, any redelivery that cancels and replaces an initial delivery of sponsorship elements for one or more short programs shall be invoiced by France Télévisions Publicité Conseil at the rate of 100 (one hundred) euros per redelivered film. It will not be possible to take into account a re-delivery received within a period of less than 5 working days, without this being able to open a right to any compensation to the Buyer or to a third party.

## **28** Guarantee of peaceful enjoyment of the elements supplied

**28.1** The Advertiser guarantees the Network, the Media and France Télévisions Publicité Conseil that the creations communicated by it or its Agent to the Network for the production of the sponsorship elements do not use subliminal techniques and that their content does not contravene any right, rule or legislation in force and does not contain any defamatory or damaging references to third parties. The Advertiser guarantees the Network, the media and France Télévisions

Publicité Conseil against any action or claim in this respect.

**28.2** The Advertiser guarantees the Network, the Media and France Télévisions Publicité Conseil that said creation does not infringe any third-party intellectual property rights (copyrights, designs and models, trademarks and other distinctive signs, etc.) or personality rights and, in particular, the image rights of third parties.

**28.3** The Advertiser is responsible for obtaining and paying for all reproduction, adaptation, representation, translation and, more generally, all literary and artistic and/or industrial property rights relating to the distinctive signs, photographs, music, video and other elements that it provides for their production and/or distribution on the Media, in the context of the creations specific to the Sponsorship Operation.

**28.4** The Advertiser guarantees the Network, the Media and France Télévisions Publicité Conseil against any action whatsoever emanating, in particular, from authors, producers, directors, performers or any other person who considers himself or herself harmed by the sponsorship creations, in any capacity whatsoever.

**28.5** The Advertiser acknowledges and expressly accepts that the conclusion of a sponsorship agreement confers on the Media the right to broadcast the sponsorship creations, regardless of the reception terminal, including in the event of a complete replay of the transmission of certain programs with a view to broadcasting them on any telecommunication medium. The Advertiser acknowledges that he/she holds all the rights necessary for the broadcasting of these creations on these Media and guarantees to the Network that he/she does so.

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## 29 Uses related to the Sponsorship Operation

**29.1** The conclusion of a sponsorship agreement gives the Network the right to broadcast the sponsorship creations, outside of the programs that were the subject of the sponsorship agreement, within the framework of the Network's internal and external communication, in particular for the purposes of informing Buyers, to which the Advertiser expressly consents, both on its own behalf and on behalf of any third party that has contributed to the creation of the sponsorship elements.

**29.2** Apart from the quotations expressly provided for in the sponsorship agreement, the latter does not confer on the Advertiser any present or future right of any kind whatsoever in respect of the program covered by the agreement.

In this respect, the Advertiser may not, under any circumstances and for any reason whatsoever, oppose the marketing to third parties, including competitors, of any licenses attached to the sponsored program.

**29.3** The Buyer undertakes not to use the broadcast of the program in any way as a support for the launch or promotion of a product or service, a brand or any other distinctive sign, or any other piece of information, whether or not concurrently with the broadcast, nor to use any element of the program for promotional or advertising purposes without the prior written consent of the Media. The Advertiser further agrees not to influence, in any way whatsoever, the content of the sponsored program.

**29.4** Any mention on other media (POS, press, radio, etc.) of the Sponsorship Operation set up on the Media, in particular for promotional purposes, and/or any use of the program, its elements (characters, title, name of the hosts, etc.)

or the brands of the channels concerned must be submitted in advance to the Network for the express agreement of the said Media.

In the event of agreement by the Media, a quote concerning the possible use of the name of the Media, the title of the programs or the name of its hosts or any other element, will be drawn up by the Media.

## SPONSORSHIP – PRIZES

**30** The Advertiser may provide prizes in return for being mentioned and made visible as a Sponsor in game shows or game sequences broadcast in non-game shows.

Any Sponsorship - Prize Operation must be concluded in accordance with the provisions of these General Terms and Conditions of Sale. The prizes offered by the Advertiser shall be purchased by the Network on behalf of the Media. To this end, the Advertiser shall send the Network the invoices relating to the amounts of the prizes offered (price value excluding taxes). Said invoices must include the reference of the Sponsorship - Prize Agreement established by the Network.

The amounts of the prizes indicated by the Buyer at the time of the conclusion of the Sponsorship - Prize Operation may not be modified after the invoicing. In exchange for being mentioned and the visibility of the products by the Media, an invoice will be issued by the Network and will be sent to the Advertiser.

When the financial amount of the sponsorship space is greater than the price of the prizes offered, the Network will send the Advertiser an invoice for the

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purchase of additional space, called «right of asylum», which it will pay within the allotted time.

## 31 Delivery of prizes and material management thereof

**31.1** The Advertiser is, in all cases, solely responsible for the delivery of the prizes offered to the winners, which must be made no later than 2 (two) months after the date of broadcasting of the program concerned (with the exception of trips and stays, which are subject to specific provisions defined in the contract).

If delivery is not made within the allotted time, the Buyer undertakes to immediately inform the Network's prizes department and the winners concerned in writing.

**31.2** Moreover, the material management of the prizes is the responsibility of the Buyer. The Buyer undertakes to provide the winners concerned with a guarantee voucher in due form and guarantees them the conformity of the prizes to the use for which they are intended.

The Advertiser indemnifies the Network and the Media against any recourse or claim by any person in connection with the prizes, in particular for lack of conformity of the prizes offered.

The Advertiser further undertakes to handle the winners' claims with diligence and responsiveness. The Advertiser is responsible for its courtesy and that of its employees towards customers, the Media and the Network, particularly with regard to the winners.

The Advertiser shall have a maximum of 10 (ten) days from receipt of any complaint whatsoever to respond to the winners' reminders and shall inform the Network's prize department upon receipt of the complaint.

## 31.3 Trips and stays

When the prizes offered by the Advertiser consist of trips and/or stays, the Advertiser undertakes, notwithstanding the preceding paragraph, to deliver these prizes to the winners during the validity period of the prizes or within the period stipulated in the contract.

In the event of cancellation, postponement of the flight and/or stays given as a prize and more generally of any difficulty relating to the execution of the service, the Buyer undertakes to inform the Network and the winners concerned in writing without delay.

In addition, the Buyer shall inform the Network on a monthly basis, or at its first request within 7 (seven) days, of the status of the prizes consumed and the beneficiaries to whom they have been awarded.

The Buyer undertakes to inform the winners concerned of the availability of the prizes at least 4 (four) months before the departure date. The prizes are valid for 1 (one) year from the date of distribution (unless otherwise provided for in the contract), except during school vacations, except in the case where the winner is a member of the teaching staff or for prizes intended for entire families with school children, and subject to availability.

Upon expiration, the validity period of the prizes will be automatically extended by a period equivalent to that initially planned, in the event that the prizes could not be consumed by the winner because of the Advertiser within this period, or because of a case of force majeure.

In this case, the Advertiser undertakes to offer the winner, after agreement with the

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Network, an alternative solution as soon as possible.

If the prizes cannot be consumed due to a political event or any other unforeseeable circumstance affecting the prizes offered, the Advertiser undertakes to offer the winners concerned prizes of equal value in other destinations if its activity allows it to do so.

- 32 In the event of non-compliance with the above obligations, the Buyer will be liable, at the first request of the Network, for a fixed and definitive penalty equivalent to the financial amount of the Operation provided for in the sponsorship agreement, without prejudice to any subsequent legal recourse.
- 33 Any Advertiser sponsoring a program may not object to the Media offering another Advertiser the opportunity to participate in prizes for the games organized in said program.
- 34 The presentation of the prizes offered in the context of the programs will be carried out in compliance with the technical and artistic instructions (in particular visual and sound) of the production of the program and will be subject to the control and prior approval of the Network's legal department.

The technical and production costs related to the elements of presentation of the prizes are not included in the budget of the sponsorship - prizes operation and remain the responsibility of the Advertiser. The Advertiser is informed that the telematic services, Audiotel and Internet sites of the Media may be mentioned on the air as the only means of participation in the games.

- 35 The prizes offered must be the subject of a binding and final agreement between the Advertiser and the Network at least 15 (fifteen) days prior to the start date of the filming.

The Advertiser undertakes to submit to the Network for prior approval any modification relating to the nature and/or quantity of the prizes concerned, no later than 6 (six) days before the start of filming. After this deadline or in the absence of agreement, the prizes initially planned must be provided by the Advertiser.

## BILLING AND TERMS OF PAYMENT

- 36 Invoices and credit notes shall be issued by the Network at the end of each month of broadcasting and in respect of the quotations broadcast during the month, in the name of the Buyer.

The original of the invoices and credit notes is sent to the Buyer and a duplicate is sent, if necessary, to the Advertiser's Agent in charge of controlling the invoicing, in accordance with the certificate of mandate when the provisions of the "Sapin" law n° 93-122 of January 29, 1993 are applicable.

- 37 Invoices and credit notes shall be drawn up electronically, within the meaning of Article 289 VII 2° of the French General Tax Code, by the Network on behalf of the Buyer. Acceptance by the Buyer of the electronic invoicing results from the signature of the sponsorship agreement subscribed by the Buyer, in the absence of opposition formulated by the Advertiser. It is reminded that the Advertiser and/or the Agent remain solely responsible for (1) verifying the electronic signature affixed to the invoices by means of the verification data contained in the electronic certificate, (2) verifying the authenticity and validity of the certificate attached to the electronic signature and, finally, (3) storing and archiving the invoice and the signature and certificate attached to it.

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## 38 The Advertiser is always the debtor of the payment of the Sponsorship Operation, including in the case of a payment mandate entrusted to its Agent.

Any payment or advance made by the Advertiser to its Agent shall not be binding on the Network and shall not release the Advertiser from its liability to the Network.

In such a case, in the event of the opening of collective proceedings against the Agent who received a payment or an advance from the Advertiser, the Network will request payment directly from the Advertiser, with the latter being responsible for declaring its claim to the liabilities on the basis of its agency contract.

The Advertiser alone shall bear the risks of default by its Agent.

The Advertiser may, at its own risk, authorize its Agent to collect the amount of the credit notes issued by the Network, on its behalf. The Network's payment of the amount of these credit notes to the Agent releases the Network from its liability to the Advertiser who alone assumes the risks of subsequent default by the Agent.

In any event, the Agent shall refrain from offsetting the amount of the credit notes issued by the Network with the invoices issued by the latter.

Invoices issued by the Network or its designee are payable to the Network or its designee by check or wire transfer, 30 days from the date of invoice, on the 10th of the month (or the first business day following the 10th of the month if the 10th is not a business day), before 4:00 p.m. (Paris time), under the following conditions:

INVOICE MONTH	INDICATIVE DATE OF ISSUE OF THE INVOICE	DUE DATE (DEADLINE FOR RECEIPT OF PAYMENT)
January	31/01/24	11/03/24
February	29/02/24	10/04/24
March	29/03/24	10/05/24
April	30/04/24	10/06/24
May	31/05/24	10/07/24
June	28/06/24	12/08/24
July	31/07/24	10/09/24
August	30/08/24	10/10/24
September	30/09/24	12/11/24
October	31/10/24	10/12/24
November	29/11/24	10/01/25
December	31/12/24	10/02/25

The Network or its representative must be in possession of the Buyer's payment on or before the due date shown on the invoice.

Adjustment invoices issued by the Network or its representative shall be payable on the due date indicated on the invoice.

Bills of exchange are not accepted.

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**39** The Network may require full payment in advance of Sponsorship Operations, and direct payment by the Buyer or a bank guarantee, including in the following cases:

- New Buyer (new client for the Network);
- Buyer for whom the Network has noted incidents or delays in payment or a dispute that has arisen or is about to arise;
- Buyer whose solvency appears uncertain given its situation.

Prepayment means that the Network must be in possession of the Buyer's funds at least 15 days before the first broadcast of an Operation.

In this case, a pro forma invoice is sent to the Buyer, with a duplicate sent to the Agent if necessary, the final invoice being sent to the Buyer at the end of the month during which the broadcasting took place.

**40** In the event of non-compliance with the terms of payment, Operations not yet executed may be cancelled by operation of law by the Network, without notice or compensation and without prejudice to any other remedy.

In addition, a penalty of 15% (fifteen percent) shall be payable on amounts not paid by the due date stated on the invoice, commencing on the first day following such date, on an annual basis of 360 days, prorated for the number of days late.

Should the 15% rate fall below three times the legal interest rate, the penalty rate applied shall be three times the legal interest rate rounded up to the next whole number.

In accordance with the provisions of article L. 441-10 of the French Commercial Code, a fixed indemnity of forty (40) euros for collection costs shall be payable by right to the Network, without prejudice to any additional compensation.

The Network also reserves the right to refuse to accept invoices that have not been paid on time for the calculation of discounts granted under its Commercial Conditions.

**41** The Network does not discount prepayments.

## BROADCAST INCIDENTS

**42** The programming elements of the program(s) and possibly of the trailers, subject of the sponsorship agreement, are given for information purposes only and without guarantee.

The Media reserves the right to modify all or part of the dates, times and duration of the programs or to cancel them, without the Buyer being able to make any claim against the Network or the Media, or to request damages, particularly in the event of:

- force majeure, pandemic, strike;
- any reason relating to their public service obligations appearing in particular in their specifications of missions or agreements made with the French Superior Audiovisual Council (CSA);
- airtime requirements, disruptions in the organization and broadcasting of programs, or substantial changes in the contracts binding the Media to the



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holders of the rights to retransmit events.

In the event of deprogramming for on-air requirements of a portion of a program originally scheduled in two separate parts, the Buyer may not cancel the retained portion of its arrangement if the GRPs provided for in the commercial proposal made to the Buyer are at least 50% (fifty percent) met by the latter, except for the payment of the penalties provided for in Section 15.1.

To reach the missing GRPs of the partially deprogrammed device, the Network will propose a new device. In the event of refusal by the Buyer, the device will be subject to a budgetary re-evaluation in proportion to the GRPs achieved by the retained party.

**43** Sponsorship Operations or quotations that are not broadcast for technical reasons or for the reasons provided for in Article 39 and that are attributable to the Medium(s) or to the Network shall not be invoiced, and the Buyer or third parties shall not be entitled in any event to claim compensation or indemnity on any grounds whatsoever.

**44** Nevertheless, broadcasting incidents or even interruptions in the operation of one or more television transmitters give the right to compensation or price reduction:

Interruptions or incidents recognized by one of the above-mentioned Media, and certified by their broadcaster(s) (satellite operators, cable operators) shall entitle the Buyer to a reduction in the price due, proportional to the number of households able to receive the channel(s) concerned and which were not technically able to receive all or part of the sponsorship message(s).

This reduction, made under this article, is exclusive of any other compensation, indemnity or interest for the benefit of the Buyer or any interested third party.

## GENERAL PROVISIONS

**45** The Buyer acknowledges that the electronic files exchanged with the Network during the execution of the Sponsorship Operations may be subject to intrusion or contamination by a third party, particularly during transmissions via the Internet. In this respect, the Network shall not be held responsible for any direct and/or indirect damage resulting for the Buyer from computer viruses or any other malicious or harmful program that has caused malfunctions, blockages and/or alterations of data in the computer systems or during the distribution of sponsorship spaces on the media.

**46** The Buyer expressly agrees that any document may be signed electronically within the framework of the electronic signature platform used by France Télévisions and that the latter:

- constitutes the original of said document;
- constitutes written proof within the meaning of Article 1365 of the French Civil Code;
- has the same probative value as a handwritten document signed on paper in accordance with Article 1366 of the French Civil Code and may be validly enforced against each of the Parties and against third parties;
- is liable to be produced in court, as evidence in writing, in the event of litigation, including litigation between the Parties.

Consequently, the Buyer acknowledges that any document signed electronically

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is proof of the content of the said document, of the identity of the signatory and of their consent to the obligations and consequences in fact and in law arising from the document signed electronically.

- 47 The Network and the Buyers shall refrain from disclosing any confidential information to which it may have access in connection with the Sponsorship Operations. All information or data of any nature whatsoever, in particular computer, technical, marketing, commercial or financial information in any form or on any medium whatsoever, disclosed by either party by any means, shall be considered confidential.

The Network and the Buyers undertake to keep the said information confidential until the date of the first broadcast or publication on the Medium/Media and/or the site(s) of the Sponsorship Operation(s).

- 48 Content broadcast in French on international channels must be subtitled in the national language of the broadcasting country.

In conducting its activities, the Network is committed to respecting a set of values and principles set out in the France Télévisions Ethics Charter. These principles include, but are not limited to, the commitment of the Network to conduct its activities with respect for people and the environment.

- 49 The Network ensures that its activities are carried out in compliance with the applicable procedures and with a constant concern to prevent any conflict of interest and to fight against corruption.

The Network is committed to sharing these ethical principles with its suppliers and service providers. In this respect, the Buyer declares that it has taken cognizance, as far as it is concerned, of the Ethics Charter, available at the

following address «<https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>». It undertakes to respect similar practices in the conduct of its activities and more particularly in the context of the services it provides on behalf of the Network.

Furthermore, the Buyer is informed that, in accordance with Law No. 2016-1691 of December 9, 2016, the Network has adopted an Anti-Corruption Code of Conduct. The purpose of this Code is to set out or recall the fundamental values and principles that the Network is committed to respecting in the fight against corruption and influence peddling. It is available on the Network's website at the following URL: <https://www.francetvpub.fr/chartes-et-engagements/code-de-conduite-anti-corruption/>.

The Buyer undertakes to take cognizance of the same and warrants to the Network that it will not take any action which is in contravention of the provisions of the said Anti-Corruption Code, and/or which violates any legal or regulatory provision for combating or preventing corruption or any other applicable law or regulation in the conduct of its business.

In addition, in order to further its ethical approach and to guarantee that its activities within the framework of the relationships it maintains with its commercial partners obey the same principles, France Télévisions Publicité has undertaken to comply with the French Code of Conduct for Commercial Partners. The Buyer declares that it has read the Code of Conduct for Commercial Partners, available at the following address: <https://static.francetelevisions.fr/inline-images/code%20de%20conduite%20partenaires%20commerciaux.pdf>

It undertakes to comply with it in the context of its business relations with

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France Télévisions Publicité or to apply equivalent standards in the context of the activities it carries out on behalf of France Télévisions Publicité.

France Télévisions Publicité attaches great importance to compliance with international and national provisions relating to respect for human rights and fundamental freedoms, the protection of human health and safety, and the protection of the environment.

France Télévisions Publicité's CSR policy is based on respect for ethical principles and human rights as defined in:

- the Universal Declaration of Human Rights;
- the International Labor Organization (ILO) Declaration on Fundamental Principles and Rights at Work and the declarations and conventions of the same organization against forced labor and child labor;
- the United Nations Global Compact and the Women's Empowerment Principles;
- the France Télévisions Group Ethics Charter (<https://www.francetvpub.fr/chartes-et-engagements/charte-ethique-france-televisions/>).

Similarly, France Télévisions Publicité is committed to protecting the environment.

The France Télévisions Group's CSR provisions are detailed in the document accessible by clicking on the following link: <https://www.francetelevisions.fr/groupe/nos-engagements/les-engagements-en-matiere-de-rse-3925>.

The Buyer therefore undertakes to comply with the principles defined in these texts, which are available on the Internet, and to ensure that its subcontractors do the same, and not to carry out any action contrary to the environmental

and societal commitments of the France Télévisions Group.

The Buyer will comply with the legal prescriptions concerning labor regulations and will be solely responsible for the execution of the obligations imposed by social and fiscal laws in favor of or on behalf of its personnel.

Foreign workers must be in possession of a document authorizing them to work in France, when possession of such a document is required by virtue of legislative or regulatory provisions, or international treaties or agreements.

The Buyer certifies on its honor that the services are performed by employees who are regularly employed in accordance with the regulations in force and in particular Articles L.3243-1 to 5, L.1221-10 to 13, and L.8251-1 of the French Labor Code.

The Buyer undertakes to provide France Télévisions Publicité with the documents referred to in Article D.8222-5 of the Labor Code or D.8222-7 of the same code for companies established abroad as soon as the contract is concluded, and then every six (6) months thereafter for the entire duration of the contract.

Likewise, in order for France Télévisions Publicité to meet its obligation of vigilance, the Purchaser declares that, pursuant to Articles L.8221-3 and L.8221-5 of the French Labor Code, it has submitted to France Télévisions Publicité, upon conclusion of the contract, a certificate relating to compliance with its obligations in terms of social declarations, complete with mention of the payment of social security contributions and fees, and showing:

- The identification of the company;
- The number of employees employed;

# General Terms and Conditions of Sale of Sponsorship

On France Télévisions Publicité Internationale

Applicable to sponsorship messages broadcast between January 1, 2024 and December 31, 2024

- The salary base declared on the last summary of social security contributions sent to the collection agency.

The Buyer undertakes to submit this certificate to France Télévisions Publicité every six (6) months until the end of the performance of the contract.

The Buyer acknowledges that its compliance, throughout the contract, with the obligations arising from Articles L.8221-3 and L.8221-5 of the French Labor Code constitutes an essential obligation for the performance of the contract.

## TERMINATION AND LITIGATION

- 50 Any dispute or litigation that may arise from the interpretation and/or execution of these terms and conditions, and more generally from the formation and execution of the sponsorship agreements, shall fall within the jurisdiction of the courts of Paris, including in the event of connexity, third-party appeal or multiple defendants. The formation, interpretation, performance and termination of this Agreement shall be governed by French law.



# Contacts

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