

# Ad Alliance general terms and conditions for the sale of advertising space and brand partnerships

Version: 1.1



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## Article 1 Definitions

For the purpose of these General Terms and Conditions, the following definitions apply:

1. **Ad Alliance:** the trade name of RTL Nederland B.V. (registered with the Hilversum Chamber of Commerce under number 32105893), under which it or any of its group companies sells Advertising Space and Brand Partnerships;
2. **Advertiser:** the natural person or legal entity that contracts with Ad Alliance directly or through the intermediary of an agency for advertising placement. Advertiser is also understood to include companies affiliated to the Advertiser in which the Advertiser holds over half of the shares;
3. **Advertising Space:** the space available on the Channels and Digital Platforms for commercials

- and advertising material from Advertisers;
4. **General Terms and Conditions:** these Ad Alliance General Terms and Conditions for the Sale of Advertising Space and Brand Partnerships;
  5. **Base Rate:** the price per GRP agreed between Ad Alliance and the Advertiser for Advertising Space purchased by the Advertiser, excluding any applicable indices;
  6. **Agency:** the intermediary or administrative agency that is instructed to conclude an agreement with Ad Alliance at the instruction of a Contracting Party, and as representative also accepts that it is subject to these General Terms and Conditions;
  7. **Brand Partnerships:** all forms of exposure of the Advertiser's brand, product and/or service, other than by the standard sale of Advertising Space, such as (but not limited to) billboards, short form content, programme sponsoring, sponsored formats and activation campaigns, both on-air and online;
  8. **Campaign:** all Advertising Space purchased from Ad Alliance within a given period to promote a single specific brand, product and/or service from the Advertiser;
  9. **Commercials:** advertising material consisting of audio-visual material that is appropriate and intended – beyond the editorial responsibility of Operators – for broadcasting on behalf of the Advertiser in Advertising Blocks during or between television programmes airing on the Channels and/or the Online Advertising Space on Digital Platforms;
  10. **Content:** audio-visual material created and/or produced by or on behalf of Operator, including but not limited to Campaigns, Commercials, Brand Partnership, billboards, characters and audio, including all separate audio-visual material elements and unused content;
  11. **Digital Platform:** internet sites, mobile websites, applications, players and/or other digital platforms and interactive applications offered by Operators that are managed and/or operated by Operators and/or third parties commissioned by Operators;
  12. **Event:** an event organised and/or operated by or under the name of Operator;
  13. **Operator:** the operator of a Channel or Digital Platform that are represented commercially by Ad Alliance;
  14. **GRP:** abbreviation of "Gross Rating Point", meaning 1% of the audience share within a certain target group;
  15. **Audience Share:** the audience share achieved in a certain target group on the basis of viewing figures published by the Stichting Kijkonderzoek (SKO) (Dutch viewer audience measurement service), including 'guest' viewers and catch up viewers;
  16. **Underscore:** where a Campaign achieves fewer GRPs or impressions than projected for the Advertiser on the basis of the agreed budget;
  17. **Online Advertising Space:** the available Advertising Space on the Digital Platforms, including Streamspots, banners, buttons, homepage takeovers, display ads, etc., that are beyond the editorial responsibility of Operators;
  18. **Overscore:** where a Campaign achieves more GRPs or impressions than projected for the Advertiser on the basis of the agreed budget;
  19. **Production Investment:** the fee payable by the Advertiser to Ad Alliance for Content created and/or produced by Operators;
  20. **Programmatic Advertising:** het digital sale of Online Advertising Space using a real-time online

- auction model;
21. **Advertising Block:** the combined Commercials broadcasted within a certain timeframe;
  22. **Specific Conditions for the purchase of Advertising Space:** the most recently published conditions by Operators for applications, reservations and/or bookings of Advertising Space and the delivery of Commercials for broadcasting purposes. An up-to-date overview of purchasing options for Advertising Space on the Channels and Digital Platforms, including a brief overview of specific purchase and delivery conditions, is published on [www.adalliance.nl](http://www.adalliance.nl);
  23. **Sponsor:** an Advertiser who contributes financially to the creation of all or part of a programme on the Channels;
  24. **Streamspots:** Commercials that are appropriate and intended for broadcasting during or between programme material from the Operators on the Digital Platforms;
  25. **Rates:** the rates published by Ad Alliance in its most recent price lists for the broadcasting, placement or inclusion of advertising material on a given Channel or a given Digital Platform;
  26. **Technical Requirements:** the most recent Published technical requirements for commercials delivered for the Channels and Digital Platforms;
  27. **Broadcasting or Publication:** the broadcasting or publication on a certain Channel or Digital Platform of programme material, including Commercials, Brand Partnerships and/or possible other advertising material placed during or between it;
  28. **Processing Conditions:** the data processing conditions of an Operator that apply to the sale of Advertising Space and Brand Partnerships of such Operator;
  29. **Contracting Party:** the natural or legal entity that contracts or otherwise enters into a relationship with Ad Alliance for Advertising Space and/or Brand Partnerships or has stated an intention to do so;
  30. **Working Arrangement:** a temporary agreement (media contract) between Ad Alliance and the Advertiser that applies during the negotiations for an annual contract;
  31. **Working Price:** the Base Rate that is part of the Working Arrangement; and
  32. **Channels:** the linear media services (aimed at the Netherlands) of Operators for which Ad Alliance sells the Advertising Space and Brand Partnerships.

## Article 2 Applicability of conditions

### Paragraph 1

These General Terms and Conditions apply to all offers and confirmations (of orders or otherwise) from Ad Alliance, and all agreements concluded with or by Ad Alliance and/or to the procurement and/or implementation of such agreements, to the sale of Advertising Space, Brand Partnerships and advertising time, as well as any other associated work and services that are performed by Ad Alliance at the behest of a Contracting Party and/or its Agency. The Rates most recently supplied to the Contracting Party and/or its Agency, including the stipulated clauses and conditions (for delivery or otherwise) and explanations (which include the Technical Requirements, the Specific Conditions for the Purchase of Advertising Space and Processing Conditions) published on [www.adalliance.nl](http://www.adalliance.nl) also apply to Ad Alliance tenders and agreements and work performed by Ad Alliance.

Ad Alliance is the party that contracts with the Contracting Party, to the extent that the agreement, tender or work concerns the Channels or the Digital Platforms operated by an Operator.

### Paragraph 2

The applicability of the General Terms and Conditions and/or other conditions of the Contracting Party or its Agency is hereby expressly excluded. Derogation from the General Terms and Conditions in respect of Ad Alliance/Operators require the prior written approval of Ad Alliance.

### Paragraph 3

These General Terms and Conditions, as Ad Alliance's established conditions, have been declared applicable to future follow-up and/or supplementary offers and to agreements and/or their procurement and/or implementation.

### Paragraph 4

Offers as provided for in Paragraph 1 and Paragraph 3 of this article include all tenders, quotations, Rates, BrandDeli, Technical Requirements and regulations in the procedure, and to undertakings given.

### Paragraph 5

Where one or more separate provisions of these General Terms and Conditions or of the agreement between Ad Alliance and the Contracting Party proves to be invalid, it will not impair the remaining provisions of the General Terms and Conditions or the agreement of which the General Terms and Conditions form a part. The parties will replace the relevant provision(s) with one or more new provisions, the purpose of which corresponds as closely as possible to the original provision(s).

## Article 3 Disclosure and amendment

### Paragraph 1

Anyone who is interested can access these General Terms and Conditions via the Ad Alliance website ([www.adalliance.nl](http://www.adalliance.nl)).

### Paragraph 2

Ad Alliance has the right to make reasonable amendments to these General Terms and Conditions. These amendments will take effect one month after the Contracting Party has been notified.

### Paragraph 3

Agreements that are subject to amendments as described in Paragraph 2 of this article may be terminated by the Contracting Party without any liability for damages on either party. The agreement must be terminated by giving notice of one month within ten working days after the Contracting Party could reasonably have become aware of the amendments. The Contracting Party must state in its notice reasons for termination that can reasonably justify a termination linked to the amendment.

### Paragraph 4

If within ten days the Contracting Party receives written notice from Ad Alliance that it does not believe the reasons given by the Contracting Party can reasonably justify termination and/or that Ad Alliance is willing to address the objections, there exists an obligation to negotiate as provided for in Article 20 of these General Terms and Conditions with effect from the date of that written notice. In such circumstances, if the Contracting Party has observed a shorter notice period, termination will be deemed take place one month after the date of the above written notice from Ad Alliance. Unless the parties agree otherwise in writing, the original conditions will continue to apply during the negotiating period.

### Paragraph 5

At no time will changes in Rates and/or surcharges, pricing, requirements in the purchasing information on [www.adalliance.nl](http://www.adalliance.nl) and/or the Technical Requirements and/or Specific Conditions for the Purchase of Advertising Space explicitly be considered to be an amendment within the definition of Paragraph 2 of this article and consequently can never constitute grounds for termination as provided for in Paragraph 3 of this article.

### Paragraph 6

Amendments to bring these General Terms and Conditions into line with statutory and/or other government regulations and/or guidelines and/or the regulations of an industry body and/or legal judgments with which Ad Alliance/Operator must reasonably comply cannot constitute grounds for termination by the Contracting Party as provided for in Paragraph 3 of this article.

## Article 4 Agency

### Paragraph 1

In principle, Ad Alliance will accept an agreement that is procured through an Agency only if the Agency concludes the agreement in the name of and for the account of the Contracting Party, with the mandate of the Contracting Party, and the Contracting Party is the party to the agreement concluded with Ad Alliance.

### Paragraph 2

If the Contracting Party denies the mandate and/or the authorisation to conclude the agreement with Ad Alliance, or the Agency otherwise had no authority to conclude the agreement, the Agency will be deemed to have acted in its own name and for its own account.

### Paragraph 3

The Agency guarantees that the Contracting Party under whose mandate it purports to act accepts the applicability of these General Terms and Conditions to the future legal relationship between the Contracting Party and Ad Alliance.

### Paragraph 4

The Agency is jointly and severally liable to Ad Alliance, with the Contracting Party under whose mandate it purports to act, for performance of obligations arising out of agreements concluded with Ad Alliance. Ad Alliance may demand performance of the obligations arising out of the agreement from the Agency.

## Article 5 Tenders and agreements

### Paragraph 1

Unless stated otherwise, all offers and tenders made by Ad Alliance, whatever their form or content, are free of obligation and are valid for a maximum of ten working days from the date they are made by Ad Alliance.

### Paragraph 2

Agreements or amendments to agreements will not become binding upon Ad Alliance until Ad Alliance has received a copy of the agreement or written notice that the Contracting Party accepts an offer made by Ad Alliance, co-signed on behalf of the Contracting Party.

### Paragraph 3

Where Ad Alliance complies with a request from the Contracting Party to start on work it has tendered for, the Contracting Party will be deemed to have entered into an agreement with Ad Alliance from the start of work that complies fully with the offer made by Ad Alliance. Ad Alliance has the right to terminate any agreement that comes about in this way with immediate effect, without any liability for damages, by giving written notice of termination to the Contracting Party. In the event of such a termination the Contracting Party is obliged to pay Ad Alliance for the part of the agreement implemented before the date of termination.

### Paragraph 4

Ad Alliance may refuse, revoke or withdraw a reservation or offer of Advertising Space, Brand Partnership,

Streamspots or Commercial without stating the reason, if it would be counter to the legitimate interests of Ad Alliance or the Operators to Broadcast or Publish it. A legitimate interest would in any event be where the content of the advertising material, Brand Partnership, Streamspot or Commercial is contrary to applicable regulations.

#### Paragraph 5

The Contracting Party and/or its Agency bear the risk of and indemnify Ad Alliance and Operators against the consequences of misconceptions concerning content and implementation of the agreement that arise because communications were not received by Ad Alliance or were incorrect, late or incomplete.

## Article 6 Transfer of rights

#### Paragraph 1

The rights and obligations of the Contracting Party to Ad Alliance are strictly personal and may not be transferred or assigned to third parties, in full or in part, without the prior written consent of Ad Alliance. Ad Alliance will be allowed to assign or otherwise transfer all or any of its rights or sub-contract or otherwise dispose of any or all of its rights or obligations under the agreement.

#### Paragraph 2

A Contracting Party that wishes to engage the services of an Agency to conclude an agreement with Ad Alliance, or wishes to replace one Agency with another, must obtain the prior approval of Ad Alliance; Ad Alliance is under no obligation to give such approval.

#### Paragraph 3

Ad Alliance may in any event refuse to approve the intervention or replacement of an agency if the new Agency does not accept joint and several liability alongside the Contracting Party, and potentially the former Agency, for the performance of obligations arising out of the agreement.

## Article 7 Brand partnerships

#### Paragraph 1

Editorial responsibility for programmes lies with the Operators, in other words the Operators determine programme formats and content, including Brand Partnership communications on behalf of the Sponsor. The formula and method of Brand Partnership communications must comply with the relevant advertising and sponsoring rules for the Channel or Digital Platform. Ad Alliance and/or the Operators may adjust Brand Partnership communications at any time to bring them into line with the applicable rules.

#### Paragraph 2

The Sponsor's products or services must be used in a natural way and within the context of sponsored programmes. Products and services may only be introduced neutrally and may not be placed in a promotional context.

### Paragraph 3

Ad Alliance and/or the Operators have final editorial responsibility for form and content of sponsored Events. Ad Alliance and/or the Operators determine the form and content, including the method of Brand Partnership communications. The formula and method of the agreed Brand Partnership communications must comply with applicable advertising and sponsoring rules. Ad Alliance and/or the Operators may adjust Brand Partnership communications at any time to bring them into line with the applicable rules.

### Paragraph 4

If and insofar as the parties agree, the Sponsor's name may appear on a billboard and/or a break bumper. Billboards are placed at the start and/or end of a programme. Break bumpers are placed at the start and/or end of an Advertising Block during a programme. The billboards and break bumpers show the rules and guidelines for billboards and break bumpers (for the applicable Channel). They can be found on [www.adalliance.nl](http://www.adalliance.nl).

### Paragraph 5

The Sponsor is not permitted to refer to a programme, Event, Channel, Digital Platform or use the presenter or logo/image of the programme, Event, Channel, or Digital Platform, unless agreement has been reached with Ad Alliance on the applicable financial and other conditions.

### Paragraph 6

Ad Alliance/Operator is not obliged to keep Commercials for a certain period after they were last broadcast/shown. Ad Alliance/Operator is not liable to the Advertiser for damage linked to the removal of Commercials.

The Advertiser must supply the material necessary for the production of Content in accordance with the directions and deadlines given by Ad Alliance/Operator.

Ad Alliance may engage the services of third parties to produce the Content. Ad Alliance remains responsible at all times for the performance of its obligations under an agreed Brand Partnership media contract.

If and insofar as project planning allows, Content production includes an opportunity to make corrections and to verify corrections that have been carried out. Where the Advertiser requires extra opportunities for corrections, an additional quotation will be provided in advance to the Advertiser for approval.

All Content created in the context of a Brand Partnerships media contract remains the property of Ad Alliance, Operator and/or its licensors, irrespective of whether it is provided to the Advertiser.

Ad Alliance/Operator will retain the Content for a period of two years after it has been delivered, inter alia for the purpose of re-edits.

Where Operators design a competition in the context of a Brand Partnerships media contract that qualifies as a promotional game of chance, it is deemed to be offered by the Advertiser and to be run by Ad Alliance/Operator on behalf of the Advertiser in accordance with applicable legislation and regulations, including the Dutch Games of Chance Act [Wet on the Kansspelen] and the Code of Conduct for Promotional Games of Chance [Gedragscode Promotie-nale Kansspelen]. The Advertiser is responsible for the payment of any gambling tax that is payable on the prizes.

In regard to processing by Ad Alliance/Operator of personal data in the context of the competition, Ad Alliance/Operator is classified as the “controller”. With the exception of the data of participants who have given opt-in consent to receive digital communications from the Advertiser, these data are not provided to the Advertiser. The Advertiser is responsible for compliance with applicable legislation and regulations concerning its use of these data and indemnifies Ad Alliance/Operator against claims from the relevant participants in that respect.

#### Paragraph 7

Unless agreed otherwise in writing, all intellectual property rights relating to the Content, including but not limited to copyrights and trademark rights, are held by Ad Alliance, Operator and/or its licensors. Insofar as such a right can only be acquired by filing or registration, this is the exclusive right of Ad Alliance/Operator and the Advertiser will cooperate, insofar as necessary, upon first request from Ad Alliance/Operator.

Provided that the Advertiser performs all of its obligations under the Brand Partnerships media contract in a timely manner, the Advertiser will acquire the exclusive, limited and non-transferable right to publish the Content on the following platforms throughout the Campaign:

- (i) All the Channels, Digital Platforms and other platforms included in the Campaign confirmation which; and
- (ii) Media owned by the Advertiser (including its own website, newsletters and social media).

The Advertiser must obtain the prior written consent of Ad Alliance/Operator before publishing the Content on channels other than those listed above and/or after the period of the Campaign, or for use of the Content other than as permitted under the Brand Partnerships media contract. Ad Alliance/Operator is entitled to attach conditions to such consent, such as the payment of a fee, or an additional fee, by the Advertiser. Ad Alliance/Operator is under no obligation to give such consent. Where applicable, Ad Alliance/Operator must consult with any third parties involved and its consent will be dependent in part on those third parties.

The exclusive right described in this paragraph 7 does not detract from the right of Ad Alliance and/or the Operators to publish the Content in the implementation of the Brand Partnerships and media contract and in the context of case films, company films, showreels, entries for awards and other forms of B2B communication.

#### Paragraph 8

If the Advertiser amends or cancels a Brand Partnerships Campaign after the Campaign proposal is agreed, but before the production start date (as set out in the Campaign confirmation), the Advertiser is liable to pay to Ad Alliance all of the production investment involved in the relevant Campaign.

If the Advertiser amends or cancels a Brand Partnerships Campaign after the Campaign proposal is agreed, but before the production start date (as set out in the Campaign confirmation), the Advertiser is liable to pay to Ad Alliance all of the production investment involved in the relevant Campaign and all of the media investment agreed for the relevant Campaign.

If the advertiser cancels a Brand Partnerships Campaign for which Ad Alliance has supplied no creative or production work within a period of 20 working days before the first broadcast/publication date, the Advertiser is liable to pay Ad Alliance all of the media investment agreed for the relevant Campaign. Rescheduling is regarded as a cancellation.

The start of a Brand Partnerships Campaign may change in connection with late delivery of the material, which may after consultation lead to redistribution of media pressure during remaining Campaign period.

In the event of cancellation, the agreed production investment must always be paid in full, even where the Advertiser has been affected by force majeure.

## **Article 8 Online advertising space general**

### Paragraph 1

The Advertiser's use of the Online Advertising Space may not conflict with the provisions of the agreement, the General Terms and Conditions, the relevant and applicable regulations (including but not limited to the Dutch Advertising Code, the Dutch Telecommunications Act, applicable foreign legislation and the General Data Protection Regulation) and generally accepted standards of due care.

### Paragraph 2

The Advertiser may not resell the Online Advertising Space for Streamspots and/or other digital Commercials that is provided to it under this agreement to third parties.

### Paragraph 3

Furthermore, the Advertiser is not permitted to use the Commercials for:

- i. the transmission of large volumes of e-mail messages (including spam) to third parties, whether their purpose is commercial or otherwise; and/or
- ii. the transmission of e-mail messages or uploading of files containing viruses or similar software programmes that could impair the operation of the Digital Platforms, the internet or third party computers and/or software;
- iii. the collection and/or processing of personal data of the users of the Digital Platforms without prior approval of Ad Alliance/Operators.

### Paragraph 4

Ad Alliance/Operators do not guarantee the uninterrupted or full availability of the Digital Platforms at all times and reserves the right to block or decommission a Digital Platform without notice for maintenance, modifications or improvements, or to adjust, expand, remove or otherwise change a Digital Platform. Ad Alliance/Operators are not liable for resulting damage to the Contracting Party and/or third parties.

### Paragraph 5

If and insofar as an Advertiser uses pixels, cookies, applications, plug-ins and/or other technologies when placing a Streamspot, online Commercial or other type of advertisement, with the aim of storing data on the peripheral equipment of the users of Digital Platforms, the Advertiser guarantees that it, and any third parties whose services it engages, complies with applicable legislation and regulations (including the Telecommunications Act and the General Data Protection Regulation and any further rules imposed by Ad Alliance/Operators). The Advertiser recognises that the permission of users of the Digital Platforms is required before it can install cookies and/or use similar technologies. Ad Alliance/Operators offer support in providing information to and obtaining consent from its users, provided that the Advertiser gives Ad Alliance/Operators

an accurate description of all cookies and/or other technologies added and/or installed by the Advertiser. The description must in any event include the data that will be collected, viewed or measured, the objective, the storage period and the technology used. The Advertiser acknowledges that it has final responsibility for the use of cookies and/or other technologies and is therefore liable in the absence of consent.

#### Paragraph 6

The Advertiser may process personal data only in the context of the Streamspots and online Commercials or other types of advertisement on the Digital Platforms, if and insofar as the Advertiser has a legitimate ground for such processing. Where the Advertiser uses tracking, targeting or retargeting techniques, the only legitimate ground is the consent of the users of the Digital Platforms. Ad Alliance/Operators reserve the right to refuse Advertisers that have a different ground for data processing.

#### Paragraph 7

In case an Operator uses the "IAB Transparency and Consent Framework" to report user consent for the processing of personal data to its online advertising network, the scope of consent can be inferred from Operator's signal. The Advertiser guarantees that it will not use the personal data in any other way or for any other purpose than that for which Operator has obtained consent. The Advertiser further guarantees that it and any third parties engaged by it will abide by the principles set out in the "IAB Transparency and Consent Framework".

#### Paragraph 8

With regard to some Operators, only Advertisers and third parties with a "Vendor ID" from the "IAB Global Vendor & CMP List" are permitted to process the personal data of users of their Digital Platforms. These Operators reserve the right to make their own selection from the Global Vendor & CMP List and will place the Streamspots or other types of advertisements and will process the data from the Advertiser in accordance with their privacy and cookie policy. The Advertiser confirms that it is familiar with the content of these policies and hereby gives those Operators permission to process the personal data of the Advertiser in accordance with their policies.

#### Paragraph 9

The Processing Conditions apply to the processing of personal data of users of the Digital Platforms. The applicable Processing Conditions can be found on [www.adalliance.nl](http://www.adalliance.nl). Operators are the processing controller in the sense of the General Data Protection Regulation for all personal data that are collected on the Digital Platforms and/or provided to the Advertiser, e.g. for targeted advertising. The Advertiser is the processing controller for all personal data that are added by the Advertiser or collected from the users outside the Digital Platforms. An Advertiser that uses third party services is deemed to be the controller in respect of processing by the third party.

#### Paragraph 10

The Advertiser is liable for all damage – including penalties – sustained by Ad Alliance/Operators in the event of failure to comply with the guarantees in this article and indemnifies Ad Alliance and Operators against all claims from third parties (including regulators such as the ACM and/or the Dutch Data Protection Authority) in that respect.

## Article 9 Online advertising space specific

### Paragraph 1

The provisions of this Article 9 do not apply to the purchase of Online Advertising Space on Twitter and on Programmatic Advertising. The minimum budget for each Online Campaign is €3,000 (excluding VAT). Online videos and display ads can be run-off-site and/or run-off-network/channel.

Run-off-site and/or run-off-network/channel Campaigns will be distributed by Ad Alliance to the Digital Platforms as it sees fit and installed on all relevant devices (web browser, mobile websites and in app).

The number of impressions or clicks will be established from measurement results produced by the ad management systems used by Ad Alliance. Online Campaigns will be invoiced monthly, in arrears, on the basis of the measurement results.

### Paragraph 2

Underscores will merely be offset in the form of bonus impressions in a later Campaign. Underscores will not be compensated by financial credit or otherwise.

The Campaign application must indicate that compensation is involved; if it does not, the impressions will be charged.

Compensation that is not utilised within three months of the end of the relevant Campaign and in the same calendar year will automatically cease to be valid.

### Paragraph 3

Where the Advertiser cancels an online Campaign within three working days before going live, it is liable to pay all of the agreed Campaign budget to Ad Alliance. Shifting is permitted only between the online Campaigns of the same Advertiser.

Shifting of an existing application for Online Advertising Space to a subsequent month will be regarded as a cancellation and will therefore fall under the rules for cancellation of Article 17 of these General Terms and Conditions. Prior consent must be obtained from Ad Alliance for changes to the Commercials after delivery.

### Paragraph 4

Ad Alliance may apply technical measures for measuring scope and/or audience share, such as tags, pixels and/or cookies, that also affect the Commercial. The Advertiser will cooperate fully with the application of such technical measures.

This includes following instructions from Ad Alliance adhering to the prescribed specifications and conditions in the Technical Requirements and the delivery specifications published on [www.adalliance.nl](http://www.adalliance.nl).

If the Advertiser wishes to add a cookie, pixel or similar technology to its Commercial(s), it must duly notify Ad Alliance before Publishing the Advertisement. The Advertiser must also comply with relevant applicable legislation and regulations, and with any guidelines Ad Alliance/Operator may issue on this subject.

## Article 10 Supply of material

### Paragraph 1

The Contracting Party guarantees that material supplied by it or on its behalf for the execution of an order, be it in physical, aural, visual or any other form, will be compliant, both at the time of delivery and at the time of broadcast or placement, with the requirements imposed by the applicable legislation and/or other applicable government regulations and/or advertising codes.

### Paragraph 2

A Commercial, Streamspot or advertisement that is supplied must observe requirements and time limits as defined and published in the most recent Technical Requirements and Specific Conditions for the Purchase of Advertising Space. These can be found on [www.adalliance.nl](http://www.adalliance.nl).

### Paragraph 3

A Commercial, Streamspot and/or advertisement must be supplied to Ad Alliance in a digital file (file-based), by transmitting a video file and/or computer file via a network connection. The supplied files must be compliant with the most recently published Technical Requirements, which can be found on [www.adalliance.nl](http://www.adalliance.nl).

### Paragraph 4

The files must be sent to the server specified by Ad Alliance. The Contracting Party must apply to Ad Alliance for an access account to gain access to the Ad Alliance server. The Contracting Party must include in its application the reason for its application, the company name and address, e-mail address and contact person's telephone number. Within three days of receipt of this information, Ad Alliance will send an e-mail with details of the access account, username/password, the account expiry date, and the Internet address of the Ad Alliance server. The Contracting Party guarantees that the access account will be used only to implement agreement and that the data will not be disclosed to third parties.

### Paragraph 5

The Contracting Party will ensure that Commercials, Streamspots and advertisements are supplied together with the relevant placement order within the delivery deadline specified by on behalf of Ad Alliance. If in the view of Ad Alliance a Commercial, Streamspot or advertisement is not supplied in time and/or in accordance with the regulations and/or fails to comply with the Technical Requirements, Ad Alliance may suspend or refuse to broadcast the Commercial, Streamspot and/or place the advertisement, without any liability for damage sustained as a result of the suspension or refusal.

### Paragraph 6

Where material that the Contracting Party and/or its Agency supplies to Ad Alliance and/or Operators is incomplete, Ad Alliance has the right – at its discretion – to refuse further consideration of the order and/or the placement, without prejudice to the right of Ad Alliance to compensation for the placement costs.

### Paragraph 7

Under an obligation to inform the Contracting Party and/or its agency in a timely manner, or otherwise as

quickly as possible, Ad Alliance has the right to reject, limit and/or prematurely terminate Broadcasting or Publication of certain material supplied to it for that purpose if in the opinion of Ad Alliance and/or Operator the Broadcasting or Publication, or continued Broadcasting or Publication, is unacceptable and/or previous Broadcasts or Publications have led to objections and/or protests and/or further Broadcasts or Publications are expected to lead to objections and/or protests that in the opinion of Ad Alliance and/or Operator are well-founded.

In the event that Ad Alliance exercises this right it will at no time be liable for any resulting damage, either to third parties or to the Contracting Party or its Agency, and notwithstanding the obligation of the Contracting Party to compensate any damage sustained by Ad Alliance and/or Operators.

#### Paragraph 8

Ad Alliance may interrupt or discontinue the performance of all or part of an agreement or order, which explicitly includes the broadcasting of Commercials, Streamspots and/or placement of advertisements, with immediate effect and without the requirement of prior notice to the Contracting Party, if in the opinion of Ad Alliance and/or Operators, it contains a Commercial, Streamspot or advertisement that is or could be contrary to any provision of law or the truth, is an affront to good taste or morals and/or is or could be unlawful towards others. Where Ad Alliance fails to perform all or part of its obligations on the above grounds or owing to an order from or action by the government and/or competent body, the Contracting Party is liable for all damage sustained as a result by Ad Alliance and/or Operators.

## **Article 11 Third party rights**

#### Paragraph 1

The Contracting Party and its Agency guarantee that all of the material supplied by them, be it in physical, aural, visual or any other form, which explicitly includes advertisement and commercials, contains nothing that would violate any third party right, including copyrights or any other intellectual or industrial property rights, and that they are authorised in the broadest sense to commission its publication and/or reproduction by Ad Alliance/Operators. The Contracting Party and its Agency also guarantee that the publication and/or reproduction of the material by Ad Alliance/Operators does not violate any applicable written or unwritten rule of law.

#### Paragraph 2

The Contracting Party is obliged to indemnify and compensate Ad Alliance/Operators and/or third parties that work for or with them for claims relating to the execution of an order instituted against them by other third parties that incur costs, damages and interest for Ad Alliance/Operators and/or the third parties that work with them.

This indemnification and compensation also applies to any claims instituted by third parties in relation to the infringement or alleged infringement of their copyrights or to other claims third parties may enforce in relation to the publication and/or reproduction of the supplied material, on whatever basis, against Ad Alliance/Operators or third parties working for and/or with them.

The Contracting Party guarantees that all payments that are owed in connection with the publication and reproduction by Ad Alliance/Operators of the material supplied by the Contracting Party will be made to third

parties (including holders of copyright and neighbouring rights). The Contracting Party further guarantees that neither it nor the aforementioned third party rightsholders (or the collecting societies that represent them) will demand fees in relation to the publication and reproduction of the material by Ad Alliance/Operators.

#### Paragraph 4

The Contracting Party guarantees payment of all fees owed to third parties (including holders of copyright and neighbouring rights) in connection with the publication, reproduction and synchronisation of any music used in the Commercials, Streamspots and/or advertisements that it supplies. The Contracting Party will also ensure that correct and timely reports of all relevant music-related data are made directly, without the intervention of Ad Alliance/Operators, to the responsible collecting societies (for example BUMA/STEMRA and SENA). The Contracting Party fully indemnifies Ad Alliance/Operators against any claims from third parties (including collecting societies such as BUMA/STEMRA and SENA) relating to the correct and timely reporting of music data.

## **Article 12 Force majeure and unforeseen circumstances**

#### Paragraph 1

Ad Alliance has the right to suspend performance of one or more obligations under the agreement with the Contracting Party at any time if it is affected by an event of force majeure, without incurring any liability for damages.

If an event of force majeure prevents Ad Alliance/Operators from performing its obligations under the agreement with the Contracting Party for one month or more, the Contracting Party has the right to terminate the agreement with Ad Alliance without any liability for damages on either party.

#### Paragraph 2

A situation of force majeure affects Ad Alliance/Operators if Ad Alliance is prevented from performing or preparing to perform its obligations under the agreement owing to circumstances outside the direct sphere of influence of the management and/or other executives of Ad Alliance/Operators.

Where unforeseen circumstances or force majeure prevent Ad Alliance/Operators from executing the order from the Contracting Party, Ad Alliance/Operators have the right to suspend execution of the order for the duration of the hindrance or cancel the agreement without incurring any liability to pay damages to the Contracting Party and/or its Agency. In such circumstances, Ad Alliance has an obligation to notify the Contracting Party or its Agency of the hindrance as quickly as possible and to make known which options it will pursue. For the purpose of this article, unforeseen circumstances or force majeure are also understood to include situations in which Ad Alliance/Operators are no longer able to perform an agreement because of a decision to discontinue broadcasting a Channel or Digital Platform and/or because a government or court decision no longer reasonably leaves Ad Alliance free to perform the agreement and/or require such performance of an Operator.

## Article 13 Liability

### Paragraph 1

Ad Alliance will execute the order or perform the agreement with the Contracting Party and its other work and services with the utmost care. Ad Alliance is liable for a failure to perform its obligations only if the Contracting Party can demonstrate serious carelessness on the part of Ad Alliance. If Ad Alliance is nevertheless liable for non-execution or incorrect execution of orders, its liability is limited to direct losses and to a maximum amount that is in reasonable proportion to, and does not exceed, the amount agreed for the order or that part of it which was not performed or incorrectly performed.

### Paragraph 2

Ad Alliance/Operators will at no time be liable for indirect losses or consequential damage. Any other or more extensive liability, particularly for indirect losses, is expressly rejected.

Without prejudice to the foregoing, Ad Alliance/Operators cannot accept liability for loss or damage to material supplied by the Contracting Party or third parties in accordance with the agreement, be it in physical, visual, aural or other form, except in the event of serious fault, negligence or wilful intent on the part of the management and/or other executives of Ad Alliance/Operators.

The Contracting Party is liable for damage sustained by Ad Alliance/Operators that is caused directly or indirectly by material supplied by or on behalf of the Contracting Party and/or its publication and/or reproduction and indemnifies Ad Alliance/Operators against third party claims for damage caused directly or indirectly by the supplied material and/or its publication and/or reproduction.

### Paragraph 4

Where Ad Alliance/Operators depend for the performance of its obligations to the Contracting Party on material supplied by the Contracting Party, or the Contracting Party has otherwise undertaken to supply the necessary material and subsequently fails to supply the material on time and in accordance with the requirements specified by Ad Alliance/Operators or third parties that work for and/or with them, Ad Alliance has the right to discontinue performance of the agreement, notwithstanding the obligation of the Contracting Party to pay the agreed fee and to compensate in full of any damage sustained as a result by Ad Alliance/Operators.

### Paragraph 5

The Contracting Party is obliged to insure the material supplied under the agreement concluded with Ad Alliance against loss and/or damage and against damage the material causes to third parties.

### Paragraph 6

Where human and/or technical error prevents the Broadcast of a Commercial, Streamspot or the Publication of an advertisement at the originally specified time, allowing a reasonable margin, Ad Alliance will make every effort, although under no obligation to compensate damage caused by the postponement, to Broadcast or Publicise the Commercial, Streamspot or the advertisement at a different time, having due regard to the rights of third parties, for a corresponding Rate.

#### Paragraph 7

If the Contracting Party can show that a Commercial was not Broadcasted, the Broadcast was deficient or the wrong Commercial was Broadcasted, or that a Streamspot or advertisement was not Published, the Publication was deficient or the wrong Streamspot or advertisement was Published, Ad Alliance will use its best endeavours, although under no obligation to compensate any damage caused, to offer the Contracting Party the closest possible alternative. This will not apply if Ad Alliance can demonstrate that the failure to Broadcast the Commercial, the deficiency of the Broadcast or the Broadcast of the wrong Commercial, or the failure to Publish the Streamspot or advertisement, the deficiency of the Publication or Publication of the wrong Streamspot or advertisement was not the fault of Ad Alliance/Operators or its personnel; this is understood to include situations where Commercials are not supplied in accordance with the Technical Requirements, or situations that are otherwise for the account and/or risk of the Contracting Party under these General Terms and Conditions.

### **Article 14 Broadcasting dates and times for programmes, advertising blocks or commercials**

#### Paragraph 1

Where broadcasting dates and/or times for programmes, Advertising Blocks and/or Commercials and/or other data relating to programming on one or more Channels or Digital Platforms are specified verbally or in writing in a mailshot, Rates, a quotation, tender or confirmation or in a letter of intent or agreement between Ad Alliance and the Contracting Party, this information is considered by Ad Alliance to be approximate and indicative and subject to the express reservation that the Operators in question have the right at all times to change or cancel programming for the Channels or Digital Platforms (which explicitly includes broadcasting schedules) as they see fit.

#### Paragraph 2

Ad Alliance is under no circumstances liable for the direct or indirect consequences of a change to the information or changes to and/or cancellation of the programming described in Paragraph 1 of this article.

#### Paragraph 3

In the event of a programming change as described in Paragraph 1, Ad Alliance and/or Operators are free to change the scheduled broadcasting time for Commercials or advertisements. Where, in spite of programming changes, the Contracting Party or the Agency wishes to maintain the original Broadcasting time for a Commercial, Ad Alliance/Operators have a right to attach further conditions.

#### Paragraph 4

The Contracting Party will submit a written application to Ad Alliance for Advertising Space. Applications must be submitted separately for each product and each Campaign, stating the name of the Advertiser. Ad Alliance will do its best to take the application from the Contracting Party into account in the broadcasting schedules of the Channels. Allocation of Advertising Space is dependent on aspects including, but not limited to, pre-existing third party preference rights and product hierarchy. Ad Alliance does not guarantee its ability to provide the requested Advertising Space.

The Advertiser's preferred slots can be allocated only if and insofar as they are available. The index indicated on the list of Rates applies to preferred slots.

Complaints concerning Commercials or failure to Broadcast must be submitted to Ad Alliance in writing with supporting reasoning within ten days after the Broadcast or scheduled Broadcast date. If, in the view of Ad Alliance, the complaint is well-founded, Ad Alliance will use its best endeavours to offer the Advertiser the closest possible alternative.

The Advertiser recognises that the Operators are editorially independent and that neither Ad Alliance nor the Advertiser can bring influence to bear on editorial decisions by these Operators.

## **Article 15 Rates and surcharges**

### Paragraph 1

The published Rates are base rates. The Rates published for television Commercials are based on a commercial length of 30 seconds. The Rates for all other permitted lengths of Commercials can be calculated using a table (commercials index) published separately in the explanation of the most recent list of Rates. With regard to Streamspots and advertisements placed on a given Digital Platform, the published Rates published are based on the options and formats provided. Special options and formats are available upon request.

### Paragraph 2

The Rates are merely a base fee for the provision of commercial broadcasting time within the Advertising Blocks or for the provision of Online Advertising Space.

### Paragraph 3

Ad Alliance has the right to add the surcharges published in its explanation of the most recent published Rates to the Rate calculated in accordance with Paragraph 1 of this article.

### Paragraph 4

Rates and pricing do not include the costs of production, development and other external costs. Any such costs that are incurred will in any event be borne by the Contracting Party and charged separately by Ad Alliance.

If Ad Alliance and the Contracting Party and/or its Agency make agreements on additional services provided by Ad Alliance in connection with broadcasting the Commercials, Ad Alliance has the right to pass on associated costs to the Contracting Party and/or its Agency.

### Paragraph 5

Unless explicitly stated otherwise, the rates specified by Ad Alliance in lists of rates, pricing in quotations and/or price agreements exclude value-added tax (VAT).

### Paragraph 6

All products offered by Ad Alliance are subject to package conditions. These package conditions vary from one product to another. The package conditions can be found under 'Plannersinfo' on [www.adalliance.nl](http://www.adalliance.nl).

## Article 16 Terms of payment

### Paragraph 1

Unless the parties have agreed otherwise, Ad Alliance will invoice for the Broadcasting of Commercials, Publication of Streamspots and advertisements and/or the execution of other orders and/or work on the last day of the month in which the Broadcast, Publication and/or performance took place.

### Paragraph 2

The amount owed must be paid within the payment period stipulated on the invoice. If it sees fit, however, Ad Alliance may at any time demand an advance payment or what it considers adequate security for full or partial payment.

### Paragraph 3

The Contracting Party must pay the Production Investment and/or development costs or other incurred external costs to Ad Alliance in advance; these costs will be invoiced two weeks before the costs are incurred with a payment period of seven days after invoice date.

### Paragraph 4

If all or part of the invoice is not secured by Ad Alliance's credit insurance company, Ad Alliance reserves the right to demand payment in advance from the Contracting Party of the amount owed, insofar as it is not secured, without any entitlement to compensatory interest.

### Paragraph 5

The following additional payment conditions apply in relation to Brand Partnerships:

The payment conditions are conditional upon Ad Alliance's ability to obtain a credit limit. Ad Alliance will make this application before specifying the agreements reached (or before the agreement is concluded). If Ad Alliance can obtain adequate credit in time, the amount owed will in principle be invoiced on the last day of the month on the basis of actual Broadcasts in that month.

A further factor is the invoicing and payment flows directly associated with the sponsoring of a programme. Production companies often incur costs long before a broadcast, which Operators are usually required to pay before the broadcast. In such circumstances, the Sponsor must make allowance for payment in advance to Ad Alliance, independently of the adequacy of a credit limit.

If a credit limit cannot be obtained in time, the amount owed in relation to one or more broadcasts in a given month must be paid to Ad Alliance in good time before the start of that month, before production, or before Operators commission the production of the programmes to the production companies.

### Paragraph 6

If Ad Alliance invoices are required to quote the Advertiser's or Sponsor's reference, the Advertiser or Sponsor must provide this reference to Ad Alliance in writing at least one month before the start of the first Broadcast. If circumstances require an advance payment, the reference must be provided to Ad Alliance in writing at least one month before the first invoice is sent. Invoices will be sent without the reference if it is not provided to Ad

Alliance in good time. The absence of a reference on an invoice does not entitle the Advertiser or Sponsor to suspend payment. Invoices must always be paid within the stipulated payment period.

#### Paragraph 7

Upon expiry of the payment period stipulated on the invoice, the Contracting Party becomes in default and is liable by operation of law to pay interest of two percent of the invoice amount per month or part of a month without the requirement of notice of default.

#### Paragraph 8

Where the Contracting Party and/or its Agency are in default or have otherwise failed to perform one or more of their obligations, the Contracting Party will bear all costs reasonably incurred in seeking payment and/or performance in and out of court, including collection costs and/or other out-of-court costs, which will be at least 15% of the amount owed or at least €113.45 per invoice.

#### Paragraph 9

Where Ad Alliance can demonstrate the reasonable necessity of out-of-court costs, those costs will also be borne by the Contracting Party. All costs relating to judicial collection will be borne by the Contracting Party.

#### Paragraph 10

The Agency or the Contracting Party may dispute the correctness of an invoice or claim reimbursement of overpayments within three months of the invoice date. There can be no reliance on the incorrectness of an invoice after that period. A dispute of part of an invoice does not affect the obligation to pay the undisputed.

#### Paragraph 11

The first deduction from an invoice payment will be the amount of collection costs incurred under Article 16.8 and 16.9; this will be followed by the accrued interest and then the original invoice amount.

#### Paragraph 12

Neither the Agency nor the Contracting Party is permitted to offset a claim on Ad Alliance against invoices from Ad Alliance.

#### Paragraph 13

Neither the Agency nor the Contracting Party is permitted to deduct any payment discount from Ad Alliance invoices at its own initiative.

## Article 17 Cancellation

#### Paragraph 1

The Contracting Party has the right to terminate the agreement or cancel a reservation up to three working days before the scheduled Broadcast or Publication. Where the Contracting Party and/or its Agency cancels all or part of the implementation agreement or a reservation after the end of the before mentioned cancellation period, the Contracting Party is liable to pay Ad Alliance the Rates for the unexecuted part of the order, as published at [www.adalliance.nl](http://www.adalliance.nl) at the time of cancellation, unless the parties agree a different cancellation

arrangement. If over 25% of the original value of reserved broadcasting time or advertising space is cancelled outside the cancellation period, the Contracting Party will owe a fee of four percent of the net Rate over the part of the agreement that has not been implemented.

#### Paragraph 2

The Contracting Party must pay the fees charged under the provisions of Paragraph 1 of this Article to Ad Alliance within 30 days of invoice date. Ad Alliance has the right to dispose of broadcasting time and/or Advertising Space that is released by the cancellation as it sees fit.

## Article 18 Personal data

#### Paragraph 1

Personal data that are collected, obtained or otherwise processed as part of the agreement are and remain at all times the property of Ad Alliance/Operators, unless the parties have made agreements in writing on use, processing or other activities relating to these personal data.

#### Paragraph 2

Ad Alliance will place the Commercials, Streamspots and advertisements and processing data from the Advertiser in accordance with the applicable privacy and cookie policies of Ad Alliance/Operators. The Advertiser confirms that it is familiar with the content of this policies and hereby gives Ad Alliance/Operators permission to process the personal data of the Advertiser.

## Article 19 Termination

#### Paragraph 1

Both Ad Alliance and the Contracting Party have the right to terminate an agreement by registered letter if the other party remains in default of its obligations under the agreement after a written demand that allows a reasonable period to remedy.

#### Paragraph 2

Both Ad Alliance and the Contracting Party have the right to terminate the agreement out of court by registered letter without the requirement of any demand or notice of default if the other party is granted a suspension of payments (temporary or otherwise); if it has applied for bankruptcy or is declared bankrupt; if its business is wound up or discontinued; if an attachment is levied on a significant part of its assets; or if the other party can no longer be deemed capable of performing obligations arising out of the agreement.

#### Paragraph 3

Where the Contracting Party and/or its Agency fails to comply or comply properly or in a timely manner with one or more conditions stipulated in these General Terms and Conditions or agreed with Ad Alliance, which is expressly understood to include conditions relating to provisions and supply and other conditions in the Technical Requirements, the purchase information and conditions on [www.adalliance.nl](http://www.adalliance.nl) and/or in the Rates, the Specific Conditions for the Purchase of Advertising Space and/or brochures provided by Ad Alliance to the Contracting Party and/or its Agency, Ad Alliance has the right, at its discretion and without prejudice to its right

to compensation or performance, either to suspend execution of the order for as long as the default continues or to terminate all or part of the agreement, without incurring any liability for damages.

## **Article 20 Obligation to negotiate in the event of dispute**

Where a dispute arises between Ad Alliance and the Contracting Party, whether with the intermediary of the Agency or otherwise, about the procurement, interpretation, performance or non-performance or incorrect and/or late performance of an agreement, or where one of the parties believes that such a dispute exists, the parties are obliged to attempt to reach agreement by negotiation.

## **Article 21 Confidentiality of information**

The parties are obliged, both during and after the term of the agreement, to maintain confidentiality in respect of all confidential information of which they become aware; not to disclose such information to or allow its use by third parties and to use the information solely for the purpose for which it was intended. Third parties are also understood to include all persons employed within the organisations of these parties who do not need to be made aware of such information. Confidential information within the definition of these terms and conditions should be deemed to include:

- All information provided directly or indirectly, in writing, verbally or by any other means, which is designated as such and/or which the other party knows or should reasonably understand is confidential;
- All product, marketing, customer and/or other company information which is designated as such and/or which the other party knows or should reasonably understand is confidential;
- The content of the agreement concluded between the parties, including prices and other conditions;
- Every copy of the above, in whatever format.

## **Article 22 Competent court and applicable law**

### Paragraph 1

Save as otherwise provided in paragraph 2 of this Article, if Ad Alliance and the Contracting Party and/or its Agency are unable to come to agreement within one month on a dispute that has arisen between them, this dispute must be submitted to the competent court in the district of Amsterdam, if and insofar as a court in the first instance in that district is competent to hear the claim.

### Paragraph 2

Unless the affected parties agree otherwise in writing, any dispute between Ad Alliance and the Contracting Party or its Agency is governed by Dutch law.

## **Article 23 Conflicts**

In the event of any conflict, inconsistency and/or difference between the Dutch and English texts of the General Terms and Conditions, the Dutch text prevails.

## Article 24 Miscellaneous

The Advertiser does not have a right to branch or other exclusivity in relation to products or services offered in the Commercials, Streamspots or advertisements. Ad Alliance is free to accept and classify Commercials, Streamspots and advertisements from third parties as it sees fit.