

## GENERAL TERMS AND CONDITIONS

**Media RTVS, s.r.o.** with registered office at Mýtna 1, 817 55 Bratislava, registered in the Commercial Register of the District Court Bratislava I., section: Sro, insert No.: 38558/B (hereinafter referred to as "Media RTVS"), **as a business company is, based on the Commission Contract concluded by and between Media RTVS and Rozhlas a televízia Slovenska, the exclusive entity entitled to conclude contracts for broadcasting commercial media communication in programme services of RTVS/ organizational unit Slovenská televízia (TV) (hereinafter referred to as the "OU STV") and organizational unit Slovenský rozhlas (radio) (hereinafter referred to as the "OU SRo") by all forms of technical dissemination, including the forms not known yet.**

All orders and contracts shall be subject to and governed by these General Terms and Conditions (hereinafter referred to as the "GTC"). **By sending an order or by signing a contract, an Advertiser declares that it has read these GTC, is aware of the content hereof, agrees with it and undertakes to comply with it.** At the same time, the Advertiser declares that it agrees with the agreed sanctions (e.g. contractual fines, late payment interests) and the sums thereof, and with compensation or other forms of indemnification specified in these GTC, and the Advertiser confirms that from its point of view the foregoing does not contradict good morals.

## INTERPRETATION OF SOME TERMS

**COMMERCIAL MEDIA COMMUNICATION (CMC)** is audio, visual or audio-visual information which directly or indirectly promotes goods, services or goodwill of an entity engaged in an economic activity, provided as a part of the programme or accompanies the programme for remuneration or any similar consideration. The commercial media communication includes, in particular, commercials, teleshopping, sponsoring and product placement;

**COMMERCIAL** is any public announcement broadcasted for remuneration or for any other similar consideration, including self-promotion, intended to promote sale, purchase or rental of goods or services, including real estate, rights and obligations, or intended to achieve any other effect pursued by the Advertiser or broadcaster;

**ADVERTISING CAMPAIGN** is a broadcast/ placement of CMC in TV or radio programme services in volumes, scope and times specified by the Advertiser in advance;

**TELESHOPPING** is a direct offer broadcasted to the public with the intention to provide goods or services, including real-estate, rights and obligations, for remuneration;

**SPONSORING** is any performance provided by the Advertiser intended to finance any programme or programme service directly or indirectly with the aim to promote name or business name, trademark, goodwill, goods or activities of the Advertiser;

**PRODUCT PLACEMENT** is audio, visual or audio-visual information about goods, services or trademark, included in the programme for remuneration or other similar consideration;

**COMMERCIAL ANNOUNCEMENT (OU SRo)** is read information about various events organised on a specific date and at a specific time. It is not possible to include a monologue, a dialogue, a scene or sound effects in the commercial announcement. The announcement is always read by a single person using a standard voice tone without any emotions accompanied with a standard background music used in the specific radio station;

**RADIO SPOT COMMERCIAL (OU SRo)** is an air slot for presentation of the Advertiser or the Advertiser's product that includes background composition (music) as required by the Advertiser; various sound effects and multiple voices can be used in it, and it is included in a block of commercials;

**TV SPOT COMMERCIAL (OU STV)** is an air slot for presentation of the Advertiser or the Advertiser's product that includes background as required by the Advertiser; various visual, audio-visual effects can be used in it, and it is included in a block of commercials;

**ADVERTISEMENT COMPETITION (OU SRo)** is a programme competition, in which will be mentioned a prize by the Advertiser to be presented to the winner, including information about who is awarding the prize;

**AGENCY** means the Advertiser, whose business includes advertising and marketing services, or mediation of sale of advertising to its clients;

**CAMPAIGN MEDIA (PRICELIST) VALUE** means the basic (gross) value of CMC broadcast specified in the pricelist in force without allowing for any discounts;

**CAMPAIGN NET VALUE** means the value of broadcast/ placement of the CMC after allowing for all potential surcharges, deductions, before agency discount and early payment discount;

**CAMPAIGN NET NET VALUE** means the value of broadcast/ placement of the CMC based on the received order or concluded contract after allowing for all surcharges, all discounts, agency discount, early payment discount, and excluding VAT;

**EARLY PAYMENT DISCOUNT** means a discount for an early payment credited to the bank account of Media RTVS at least 3 business days before the first broadcast/ placement of the CMC.

Unless otherwise results from these GTC and if the term broadcaster/ broadcasters is used herein, it shall refer to OU Slovenský rozhlas and/ or OU Slovenská televízia; if the term "broadcasting" is used, it shall refer to broadcasting of

CMC. Unless otherwise results from these GTC and if any paragraph or article mentions any specific broadcaster, the conditions specified in such paragraph or article shall only apply to the specific broadcaster.

## **1. ACCEPTANCE OF PLACED ORDERS**

**1.1.** Media RTVS accepts binding orders (by mail, courier, fax or e-mail) from natural persons and legal entities, including agencies acting on behalf of their individual clients (hereinafter referred to as the "Advertisers" in the GTC). Such delivery method exercised by the contracting parties shall also apply to other cases, unless expressly stated otherwise or unless a specific matter requires otherwise. The Advertiser acknowledges that its order sent to Media RTVS shall be binding from the moment of delivering it to Media RTVS. The order can only be accepted provided that it includes the following:

- Business name, registration in the Commercial Register of the SR (or Trade Register of the SR), registered office of the company, name of the person authorised to act on behalf of the company;
- ID number, VAT ID number (or tax ID number);
- Bank contact, account number;
- Advertiser's correspondence address, if different than the registered office;
- Details of a contact person entitled to communicate on behalf of the Advertiser and to bindingly order broadcasting of the CMC (tel. number, fax, mobile, e-mail);
- Date of issue, signature and stamp of the Advertiser or its authorised representative (delivered by fax or e-mail);
- Precise CMC specification (especially the campaign name, designation of the subject of CMC; programme service of SRo/STV, booking of broadcasting time – time, when CMC is about to be broadcasted, volume, footage, number of ordered GRPs, financial budget, request for specific placement of spots, information about required positions, information about several Advertisers/ products in one spot);
- Detailed information about the used data carrier, its name and use.

If the Advertiser is an agency, the order must contain the Advertiser's identification as defined above. The agency must also attach an exclusive written mandate for placing the CMC with definition of the subject, to which it applies, issued by the specific agency client for such purpose.

At request by Media RTVS, the Advertiser shall be obligated to submit original/ notary certified copy of current extract from the Commercial Register or Trade Register or other document proving registration of the Advertiser, which had been issued within three months of the submission date.

Should the Advertiser conclude an independent written Framework Cooperation Contract with Media RTVS, it can send the order that does not include all the above information, however it must clearly define the Advertiser and the requested things.

The order must be signed by the Advertiser, i.e. by the person authorised to act on behalf of the Advertiser or by person authorised to place such order due to his or her position. The Advertiser acknowledges that unless the order is signed by the person specified in the previous sentence, they must attach a written authorisation with officially certified signature which clearly states that the authorised person is entitled to communicate with Media RTVS and place the order, or to sign the contract in accordance with these GTC. By submitting the order, the Advertiser confirms that the person who had placed or signed such order had been authorized to do so on behalf of the Advertiser. Media RTVS employees authorised to accept the order or signed the contract on behalf of Media RTVS based on their position can do so.

**1.2.** The booked or ordered CMC broadcasting times cannot be exchanged between the Advertisers or their clients without a prior approval by Media RTVS.

**1.3.** The Advertiser undertakes to provide to Media RTVS the CMC, the content and processing method of which shall be in accordance with law and order in force in the SR, in accordance with language use requirements, ethics and regulations governing broadcasting, especially in accordance with the Act on Broadcasting and Retransmission, Advertisement Act, Commercial Code, Civil Code, etc. The Advertiser shall be fully responsible for the language used in the CMC and undertakes to compensate any sanctions (including fines) claimed from Media RTVS or the broadcasters due to violation of generally binding legal regulations governing the use of language. Unless CMC fulfils broadcasting technical requirements or unless such CMC is suitable for broadcasting, Media RTVS can refuse the CMC. In case of such refusal, the Advertiser undertakes to deliver a new CMC or can ask Media RTVS to produce a new CMC.

The Advertiser shall be obligated to deliver the CMC on a carrier with a complete information value in accordance with the broadcaster's technical conditions. The carrier with CMC submitted by the Advertiser to Media RTVS remains the property of the Advertiser. Media RTVS undertakes to store such carriers with due care during effective period of the contract, however it only guarantees the provable purchase cost of the carrier. The Advertiser undertakes to take the CMC carrier back after broadcasting in accordance with the concluded contract or after the contract expires. In case the Advertiser fails to take the carrier back in 6 (six) months after the last CMC was broadcasted in accordance with the contract or after expiry of the contract,

Media RTVS shall be entitled to destroy such carrier without informing the Advertiser in advance. After all CMC broadcasts, Media RTVS shall be entitled to destroy such carriers even earlier, provided that it has called the Advertiser to take the carrier back in certain deadline specified in advance, and provided that it has warned the Advertiser that the carriers would be destroyed after vain expiry of such deadline, if the Advertiser fails to take the carriers from back Media RTVS in such deadline due to any reason on the side of the Advertiser.

- 1.4. **Not later than together with CMC, the Advertiser undertakes to deliver to Media RTVS written supporting documentation about the works, voices used in the CMC, including the name of the used composition (music), author of music/ text, interpreter and footage of the used piece of music.** The supporting documentation must include the Advertiser's statement about settlement of all copyrights or intangible property rights related to the CMC, its content and production (in particular the consent to use recorded image of a natural person/ recorded artistic performances, producer's consent to use third party's audio-visual or video recordings for production and broadcasting of the CMC). **Media RTVS or broadcasters shall not be bear responsibility if the Advertiser fails to settle the above-mentioned rights.** Unless the Advertiser delivers the supporting documentation dully and in time to the registered office of Media RTVS (unless the contracting parties provably agreed otherwise in advance), Media RTVS shall be entitled to withdraw from the signed contract or accepted (and confirmed) order, while Media RTVS shall not be obligated to broadcast the CMC. Without prejudice to the previous sentence, Media RTVS shall be entitled to claim from the Advertiser a contractual fine amounting to the price of the contracted CMC broadcast. The contractual fine shall be due and payable in 3 days of the day, when Media RTVS called the Advertiser to make the payment. The provision about the contractual fine shall not influence the right for indemnification at all.

By sending (submitting) the order, or by signing the contract, the Advertiser declares and acknowledges that it has paid all charges, remuneration and fees in full and settled all potential claims related to copyrights or intangible property rights (in relation to CMC and its content). At request by Media RTVS, the Advertiser shall be obligated anytime and without any undue delay to prove such facts by submitting original documents. At the same time and without any undue delay, Media RTVS shall be entitled to ask for a proof of the fact that CMC and its content comply with legal regulations governing the use of language (state language and languages of minorities). If the Advertiser fails to submit the requested documents to the registered office of Media RTVS without any undue delay, Media RTVS shall be entitled to withdraw from the signed contract, or from the accepted order, while Media RTVS shall not be obligated to broadcast the CMC. Without prejudice to the previous sentence, Media RTVS shall be entitled to claim from the Advertiser a contractual fine amounting to the price of the contracted CMC broadcast. The contractual fine shall be due and payable in 3 days of the day, when Media RTVS called the Advertiser to make the payment. The provision about the contractual fine shall not influence the right for indemnification at all.

By sending the order or by signing the contract, the Advertiser declares and acknowledges that it is aware of its full liability for the content of CMC and in case of any third-party claims it undertakes to fully and timely cooperate with Media RTVS and the broadcaster in order to settle the situation. At the same time, the Advertiser undertakes to indemnify Media RTVS and the broadcasters for all and any damage and claims of any nature, including, however not limited to, financial claims by third parties, in particular in connection with the content of CMC already broadcasted, especially the claims relating to the protection of personality, copyrights, intellectual property rights and industrial property rights, competition law (including unfair competition law), or failure to provide documentation to the submitted CMC. At the same time, in this regard the Advertiser undertakes to pay all related costs, fees and remuneration for the provision of legal aid.

Media RTVS undertakes not to interfere anyhow in the CMC content and footage whatsoever, unless it agrees so in advance and in writing with the Advertiser.

- 1.5. Media RTVS will accept the Advertiser's order if the order complies with all the conditions specified in these GTC. Otherwise it shall be entitled to refuse the order (or not to take it into consideration and consider the order as fully void). At the same time, Media RTVS reserves the right not to accept an order received less than 5 business days before the first planned CMC broadcasting date, as well as an order that cannot be satisfied due to objective reasons (e.g. due to lack of vacant CMC broadcasting time). Media RTVS undertakes to inform the Advertiser about the non-acceptance of the order without any undue delay. At the same time, Media RTVS reserves the right not to accept an order and withdraw from the requested performance in case of an accepted order confirmed by both parties, or not to conclude the requested contract or withdraw from the contract, especially due to CMC origin, content or form related reasons, as well as due to any discrepancy (including potential) with the justified interests of Media RTVS or with generally binding legal regulations. Media RTVS shall be also entitled not to accept the order, to withdraw from the requested performance in case of an accepted order confirmed by both parties, not to enter in the requested contract, or withdraw from the contract immediately in the following cases:

- The Advertiser is in bankruptcy or a bankruptcy petition or a petition for restructuring has been filed against the Advertiser;
- Prosecution has been initiated against the Advertiser;
- At the discretion of Media RTVS, there may be a violation or circumvention of the applicable legal regulations in force, possible sanctions by third parties, violation of justified interests of Media RTVS or broadcasters in relation to third parties, moral threat, desecration of races and religion, discrimination, etc.;
- The Advertiser has not paid the invoice for previous periods properly and on time
- CMC imitates or copies a programme, or a part of it, of the program services of OU SRo and/or OU STV, uses names of the existing or former programmes, sections, or other broadcast elements of in the program services of OU SRo and/or OU STV;
- For programme reasons or due to a decision of the Arbitration Commission of the Advertising Council on violation of the Ethical Rules of Advertising Practice in force in the territory of the Slovak Republic

The Advertiser undertakes to respect fully and without any objections such unacceptance of the order or such withdrawal from the accepted order or concluded contract by Media RTVS.

1.6. Unless provably agreed otherwise, orders shall apply to a period of one calendar year/ SRo and to a period of one calendar month/ STV (always after the day, on which the broadcasting structure and the pricelist for the given period were published) provided that Media RTVS confirms the orders and the prices are as specified in the pricelist in force on the day of receiving the order.

1.7. Not later than in 5 days after receiving the order, Media RTVS will send the contract (especially by e-mail or fax) to the Advertiser, and the Advertiser undertakes to sign such contract and send it back to Media RTVS in 5 business days after receiving it, however not later than 3 business days before the first planned CMC broadcasting date. The contract that fails to be provably confirmed, signed by the Advertiser and delivered back to the registered office of Media RTVS in the given deadline shall be considered as the Advertiser's refusal to enter in the contract, and such draft, the order placed by the Advertiser (regardless whether it has been accepted or not) shall not be taken into consideration anymore. Vacant CMC broadcasting times will be assigned to other Advertisers who place order after the above period. The contract confirmed by the Advertiser, signed and delivered within the deadline, will be signed by Media RTVS and then sent to the Advertiser.

The contract conclusion procedure provided for in this Article of these GTC shall apply only unless the Advertiser and Media RTVS agree otherwise in individual cases.

## **2. SANCTIONS, INDEMNIFICATION AND COMPENSATION**

2.1. In case the Advertiser withdraws from the order already accepted by Media RTVS and/or from concluded (signed) contract due to any reason, in case of programme services of OU STV, the Advertiser shall be obligated to inform Media RTVS about it in writing so that the notice would be delivered not later than 3 business days before the first confirmed CMC broadcasting date. Otherwise, in addition to the compensation, the Advertiser shall pay to Media RTVS a contractual fine amounting to 100 % of the campaign net net value based on the contract or the accepted order. The contractual fine shall be due and payable in 3 days after the day, on which Media RTVS called the Advertiser to pay such fine.

If the Advertiser withdraws anytime from the order already accepted by Media RTVS and/or from concluded (signed) contract due to any reason, in case of programme services of OU STV, the Advertiser shall be obligated to pay to Media RTVS a compensation amounting to 100 % of the campaign net net value based on the contract or the accepted order. The compensation shall be due and payable in 3 days after the day, on which Media RTVS called the Advertiser to pay such compensation.

2.2. If the Advertiser withdraws from the order already accepted by Media RTVS and/or from concluded (signed) contract due to any reason, in case of programme services of OU SRo, the Advertiser shall be obligated to inform Media RTVS about it in writing so that the notice would be delivered not later than 7 business days before the first confirmed CMC broadcasting date. At the same time, the Advertiser shall be obligated to pay to Media RTVS a compensation amounting to 40 % of the campaign net net value based on the contract or the accepted order. If the Advertiser withdraws due to any reason less than 6 - 2 business days before the first confirmed CMC broadcasting date, in case of programme services of OU SRo the Advertiser shall be obligated to pay to Media RTVS a compensation amounting to 80 % of the campaign net net value based on the contract or the accepted order. If the Advertiser withdraws due to any reason 1 day before the first broadcasting date, in case of programme services of OU SRo, the Advertiser shall be obligated to pay to Media RTVS a compensation amounting to 100 % of the campaign net net value based on the contract or the accepted order. The compensation shall be due and payable in 3 days after the day, on which Media RTVS called the Advertiser to pay such compensation.

## **3. PRICE AND BROADCASTING CONDITIONS**

3.1. Media RTVS will place or include the CMC in the programme in accordance with the current pricelist applying to the given period, while it will do its best to keep the requested placement or inclusion in the broadcasters' programmes. In case of special projects, the CMCs will only be included in accordance with the project and calculation submitted to the Advertiser, while in special projects the calculation shall prevail over the pricelist prices.

Media RTVS reserves the right to change the planned (and confirmed) inclusion or placement of the CMC in programme, especially due to programme or technical reasons or due to force majeure events. Unless possible to broadcast the CMC due to such programme or technical reasons or due to any force majeure event, the CMC will be broadcasted earlier or later, if possible. At the same time, Media RTVS declares that the Advertiser will only pay the price of actually broadcasted CMCs. The above-specified procedure or action taken by Media RTVS or by broadcasters shall not be considered as violation of the contract and/or GTC. If such circumstances are known in advance, Media RTVS undertakes to inform the Advertiser without any undue delay. The Advertiser undertakes to respect technical possibilities of SRO and/ or STV broadcasting and programme services. Provided that the Advertiser fully respects and observes the required technical conditions, Media RTVS will take all steps in order to broadcast the CMC flawlessly. If, in spite of that, the CMC is not broadcasted flawlessly, the Advertiser will be entitled to claim indemnification from Media RTVS in a form of substitute free broadcast of CMC that have been broadcasted incorrectly. However, such Advertiser's right expires unless claimed at Media RTVS in 30 days after the date of incorrect broadcast.

3.2. Media RTVS shall be entitled to refuse to broadcast the CMC:

- If Media RTVS is entitled not to accept the Advertiser's order in accordance with these GTC, or to withdraw from the requested performance according to an accepted order confirmed by both parties, or to withdraw from the concluded contract;
- If the Advertiser is late with payment of any sum charged and due (including claimed late payment interests, contractual fines, etc.);
- If CMC was delivered to Media RTVS less than 3 business days before the first broadcasting date (if Media RTVS includes such CMC in programme in spite of that and consequently a broadcasting problem arises due to such late delivery of the CMC, Media RTVS shall not be liable for any damage caused to the Advertiser. At the same time, the Advertiser declares that it is aware of the fact that it shall not be entitled to receive any compensation and, at the same time, is obligated to pay to Media RTVS the price of the confirmed CMC broadcast);
- If CMC broadcasting would breach any generally binding legal regulations, especially the broadcasting and retransmission act, telecommunications act, advertising act, act on consumer protection, on offenses, on copyrights (the Copyright Act), on the state language of the Slovak Republic, the Commercial Code and the Constitution of the Slovak Republic.

In case any of the facts specified above arises and, if possible in terms of time, Media RTVS will inform the Advertiser of such situation and will ask it to take remedial action, e.g. to provide correct or substitute CMC. Unless the Advertiser takes remedial action sufficiently in advance before the planned broadcasting of CMC, Media RTVS or the broadcaster shall be entitled not to broadcast such CMC. At the same time, Media RTVS shall be entitled to withdraw from the contract with the Advertiser. This shall be without prejudice to the Media RTVS's right for indemnification.

CMC must be delivered by the Advertiser to the registered office of Media RTVS not later than 3 business days before the first broadcasting date. If several variants of the CMC are about to be broadcasted based on one order or contract, an overview of individual CMC broadcastings must be attached to the CMC. The Advertiser undertakes to deliver the CMC to Media RTVS on carriers fully corresponding with technical conditions of the relevant RTVS organizational unit. Otherwise the Advertiser undertakes to bear all consequences resulting from violation of its obligations. The Advertiser undertakes to deliver the CMC on carriers and the related documents to Media RTVS at its own expense and risk. Without prejudice to the above-mentioned, in case of violation of either Advertiser's obligation resulting from this paragraph, Media RTVS shall be entitled to claim a contractual fine amounting to 100 % of the price of the relevant part of the contract. The contractual fine shall be due and payable in 3 days after the day, on which Media RTVS called the Advertiser to pay such fine.

If the Advertiser decides to change the motif or content of the CMC or to use a different version less than 3 days before the first planned broadcasting of CMC, Media RTVS shall be entitled to refuse such change and the broadcast the original CMC submitted to Media RTVS by the Advertiser.

3.3. If OU SRO is the broadcaster, the price of the broadcasting will be calculated based on the spot length in accordance with the pricelist in force, multiplied by the relevant coefficients.

<b>footage</b>	5"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
<b>index</b>	0.55	0.65	0.75	0.80	0.90	1.00	1.15	1.30	1.45	1.65	1.80	2.00

**Maximum length of the commercial announcement is 30" and the real length does not influence the price. Maximum length of an advertisement interview and advertisement competition is 120" and the real length does not influence the price.**

**3.4.** If OU STV is the broadcaster, the price of the CMC broadcasting will be calculated based on the CMC footage (30") in accordance with the pricelist in force. If the CMC footage is longer than the footage listed in pricelists, the price will be calculated with the next longer footage spot-index. In case the Advertiser does not observe (i.e. shortens) the footage originally ordered and confirmed by Media RTVS or covered by a contract, Media RTVS shall be entitled to request the originally agreed price.

The prices in pricelist and the CPRPs (Cost per Rating Points – price for appealing to 1 % of the public), are based on a 30" spot. If the spot footage is other than 30" the prices shall be calculated as follows:

<b>footage</b>	5"	10"	15"	20"	25"	30"	35"	40"	45"	50"	55"	60"
<b>index</b>	0.50	0.60	0.75	0.90	0.95	<b>1.00</b>	1.50	1.70	1.80	2.00	2.20	2.50

With regard to the seasonal character of Media RTVS commercial space sale, the price is higher or lower in relation to the calendar year period, in which the commercial space is ordered as follows:

month	January	February	March	April	May	June	July	August	September	October	November	December
index	0,90	1,00	1,05	1,1	1,20	1,20	0,90	0,90	1,10	1,20	1,20	1,15

The prices of spots broadcasted on TV programme services of RTVS are determined in specific contracts based on the actual commercial viewer ratings in the target group All 12+ (actual rating) + Guests + TIMESHIFT 0-3 = 3 day delayed viewer ratings) and the agreed CPRP, while the final price is calculated by multiplying the two quantities. The agreed CPRP applies to 30" spot, while the CPRP for different footage spots is calculated with the relevant footage spot-index.

### **Sale of CMC in OU STV programme services**

#### **Sale based on GRPs:**

- **Fixed spots**, i.e. the Advertiser specifies an exact placement of all spots in its order, while Media RTVS does not guarantee the number of GRPs<sup>1</sup> (average viewer rating, while 1 GRP means 1% of average viewer rate of the commercial block in the target group All 12+). Calculation of price: the price is calculated based on actually delivered number of GRPs:
- **Unguaranteed spots**, i.e. the Advertiser specifies the exact number of GRPs or spots in its order, while it shall not be entitled to claim exact placement of spots; it is Media RTVS that decides about the final placement of spots in the programme,  
Calculation of price:
  - if the number of GRPs or spots actually delivered is lower than the ordered number of GRPs or spots, the price will be based on the number of GRPs or spots actually delivered,
  - if the number of GRPs or spots actually delivered is higher than the ordered number of GRPs or spots, the price will be based on the number of ordered GRPs or spots.

#### **Sale of special targeted blocks according to pricelist**

If special targeted commercial blocks are offered, the specific target group will be specified in more detail by Media RTVS. The special targeted commercial blocks include all children and youth programmes broadcasted during weekends, and all sport events.

The price for such blocks is determined based on relevant target group peplemetrics and possible discounts, or benefits agreed between Media RTVS and the Advertiser. Media RTVS reserves the right to cancel commercial blocks and to create new special targeted blocks based on the current broadcasting structure of OU STV and based on demand.

#### **Other forms of sale:**

- Sale based on the pricelist,
- Sale of exclusive events according to the pricelist,

<sup>1</sup> cumulative coverage; the cumulative number of people who watched the medium at the time the campaign spots were broadcast;

- Sale based on a special pricelist in accordance with medial cooperation.

In case an incorrect number of the ordered GRPs or any part thereof is delivered, Media RTVS can compensate the Advertiser in a form of a price discount amounting to the balance of incorrectly delivered GRPs. Media RTVS reserves the right to refuse selling the broadcasting time due to the above-mentioned reasons for a period of its own choice. At the same time, it reserves the right to introduce new forms of sale.

- 3.5. Any change of pricelists will be published by Media RTVS on its website not later than 4 weeks before such changes become effective. All current pricelists shall be an inherent part of these GTC. VAT in accordance with legal regulations of the Slovak Republic in force will be added to the prices.

#### **4. SUPPLEMENTARY CHARGES (PAR. 4.1 APPLIES TO OU SRo, PAR. 4.2 APPLIES TO OU STV)**

- 4.1. If OU SRo is the broadcaster, Media RTVS charges especially the following supplementary charges to prices according to the pricelist in force:

- **30%** for requested position of CMC in a commercial block;
- **50%** for requested product exclusivity. Media RTVS reserves the right to refuse the Advertiser's requirement for product exclusivity or to adjust the conditions of exclusivity;
- **50%** for creation of a special commercial block, where Advertiser's CMC would be placed,
- **30%** for sponsoring.

In case of tandem spots (two spots of a single Advertiser placed in one commercial block), the price is calculated separately for each of them.

Media RTVS may at its discretion grant a bulk discount for orders in accordance with the applicable pricelist. The bulk discount can be awarded based on the contracted price of CMC broadcasting for one Advertiser through one agency during one calendar year. The bulk discount amount is stated in the valid pricelist, unless the parties demonstrably agree otherwise.

If the Advertiser would like to pay the remuneration for the CMC broadcasting in advance, it can ask Media RTVS to settle the payment upon placing the order, while Media RTVS can grant a discount for early payment amounting to 1% - 5% of the campaign net net value. For the purpose hereof, the early payment shall mean a payment credited to Media RTVS's bank account not later than 3 business days before the first CMC broadcasting.

- 4.2. If OU STV is the broadcaster, Media RTVS charges especially the following supplementary charges to prices according to the pricelist in force (while in justified cases it reserves the right to charge other supplementary charges. The final sum of the supplementary charges shall be the product thereof):

- If other Advertiser or other Advertiser's client/ product is promoted in the Advertiser's spot, Media RTVS charges additional 20% to the price of the spot, and additional 10% for every other Advertiser or other Advertiser's client/ product promoted in the Advertiser's spot. If the total duration of promoting other Advertiser or other Advertiser's client/ product in the Advertiser's spot exceeds 15% of the spot total duration, Media RTVS shall be entitled to refuse to broadcast such spot or to withdraw from the concluded contract, while the Advertiser shall be obligated to settle all the costs incurred so far plus indemnification;
- The Advertiser shall be entitled to ask for the product exclusivity, which can be provided by Media RTVS depending on the advertisement space capacity. The supplementary charge amounts at least to 50% in addition to the spot price and covers the product exclusivity of the Advertiser or its client. In case of such exclusivity, Media RTVS will not place a direct competitor - other Advertiser or Advertiser's client - in the same commercial block together with the Advertiser, or the Advertiser's client. Media RTVS shall be entitled to refuse granting the product exclusivity or changing the product exclusivity conditions;
- In case of tandem spots, the price is calculated separately for each of them. For the purpose of these GTC, the tandem spot shall mean two Advertiser's spots placed in one commercial block.

Media RTVS reserves the right to charge a special supplementary charge for spots placed in commercial blocks in selected programmes, especially due to a high Advertisers' demand for such programmes and due to the added value such programme can involve. Such supplementary charges and commercial blocks to which the charge applies are specified in the valid pricelists.

If the Advertiser would like to pay remuneration for the CMC broadcasting in advance, it can ask Media RTVS to settle the payment upon placing the order, while Media RTVS can grant a **discount for early payment** amounting to 1% to 5% of the campaign net net value. For the purpose hereof, the early payment shall mean a payment credited to Media RTVS's bank account not later than 3 business days before the first CMC broadcasting.

#### **5. AGENCY DISCOUNT**

- 5.1. Media RTVS offers so-called agency discount **amounting to 15% of the net price of the performance**, i.e. of the price after deduction of all other discounts, provided that the Advertiser's business activities include advertising and promotional activities (advertising and marketing services) and purchases the advertising space for a third party.

## 6. INVOICING

- 6.1. Media RTVS shall be entitled to issue an advance invoice immediately after receiving the order, or after receiving the contract signed by the Advertiser, for up to 100% of the agreed price, including VAT. Such advance invoice shall be due and payable in 7 days; however, the Advertiser shall settle it to Media RTVS not later than 3 business days before the first confirmed CMC broadcasting date. After receiving the payment from the Advertiser, Media RTVS undertakes to issue an invoice – a tax document, in which the amount of the payment already made by the Advertiser against the advance invoice shall be allowed for. CMC, which has already been broadcasted but has not been covered by the sum invoiced in advance, shall be invoiced by Media RTVS to the Advertiser after the ordered broadcasting, however not later than in 15 days of the following calendar month. If the CMC is planned to be broadcasted over several months, Media RTVS will invoice the price of such CMC always at the end of every month, during which the CMC has been broadcasted in accordance with the Advertiser's requirements. The Advertiser can raise any objections to the issued invoice exclusively in writing and in 5 days after receiving the invoice, otherwise the delivered invoice shall be considered accepted without any objections.
- In case the Advertiser fails to settle the sum specified in the advance invoice within its maturity, Media RTVS shall be entitled to withdraw from the requested performance based on the accepted order or the concluded contract. Without prejudice to the previous sentence, Media RTVS shall be entitled to claim a contractual fine amounting to 100% of the price specified in the advance invoice. The contractual fine shall be due and payable in 3 days after the Media RTVS's call to the Advertiser to pay it. This shall not influence the claim for indemnification.
- In case an earlier demonstrable agreement between the Advertiser and Media RTVS gives the Advertiser the right to issue an invoice (tax document) in relation to the performance provided, unless the parties provably agree otherwise, the Advertiser undertakes to issue such invoice to Media RTVS not later than in 5 calendar days after the performance, and to deliver such invoice to Media RTVS without any undue delay.
- 6.2. The Advertiser acknowledges that Media RTVS only considers the payments credited to its account on the specific day and in the specific amount to be settled. Media RTVS reserves the right not to broadcast the CMC or to suspend further CMC broadcasts that had already been confirmed to the Advertiser, if the Advertiser violates any of its obligations resulting from these GTC. The Advertiser acknowledges that Media RTVS is not liable for any damage or any third-party claims that could have arisen to Media RTVS in consequence of the above procedure. In accordance with these GTC, drawing a cheque or a bill of exchange without crediting the bank account with the relevant sum shall not be considered as a payment.
- 6.3. For every day of delay to pay the invoiced sum, or any part thereof, the Advertiser undertakes to pay a late payment interest amounting to **0.05% of the amount owed for every day of delay, until payment**.
- 6.4. If the Advertiser does not have its registered office, domicile, organizational unit, permanent establishment, or enterprise of a foreign legal entity in the territory of the Slovak Republic, it shall be obliged to state such fact explicitly in the order. In case of any change in its legal status in the territory of the Slovak Republic compared to the status confirmed by this declaration, the Advertiser undertakes to inform Media RTVS about such fact without any undue delay. The purpose of this declaration is to eliminate doubts about exclusion of indirect taxation of services provided by Media RTVS to a foreign entity. Unless this obligation is complied with, the Advertiser assumes responsibility for any damages that may be incurred in this regard.
- 6.5. Media RTVS shall be entitled to unilaterally set off any of its receivables from the Advertiser (including compensation, monetary indemnification, late payment interest, etc.) in accordance with these GTC with the advance payment or other Advertiser's receivables.

## 7. FORMS OF CMC – COMMERCIAL PRODUCTS, PRODUCTION AND IMPLEMENTATION THEREOF

Media RTVS offers especially the following forms of CMC to its Advertisers:

- 7.1. **COMMERCIAL ANNOUNCEMENT (broadcaster: OU SRo) – max. footage 30"**, while the Advertiser must order the production of such announcement at Media RTVS (maximum length in writing: 400 characters without spaces, while all numbers, abbreviations, web sites, etc. must be written in words). The announcement and the production thereof must observe the following requirements:
- In order to have the announcement produced, the Advertiser undertakes to submit to Media RTVS the necessary underlying documentation **not later than 5 business days** before the first planned broadcasting. If the Advertiser submits the underlying documentation later than in 5 business days, Media RTVS reserves the right to charge a supplementary fee amounting to **50% of the pricelist price of announcement production** in addition to the agreed price;



- In case of any changes made by the Advertiser in the text that has already been submitted and approved, Media RTVS shall be entitled to charge additional supplementary fee amounting to **100% of the pricelist price of announcement production**;
- Media RTVS reserves the right to change the text of the announcement without any warning, if the information is in the first person singular or plural;
- By submitting the text of the announcement or the underlying documentation needed for the announcement production, the Advertiser acknowledges that the content thereof is in accordance with legal regulations of the SR in force, and with the applicable Code of Ethics for Advertising Practice by the Slovak Advertising Standards Council;
- The Advertiser acknowledges that it shall not be entitled to be present at the announcement recording, however the Advertiser can ask for an mp3 audio record of the announcement;
- The Advertiser undertakes not to use the recorded announcement in any other electronic media, public space or public event.

**7.2. TV SPOT COMMERCIAL (broadcaster: OU STV) – one spot commercial should not be longer than 60"; a spot commercial must observe the following requirements:**

- The Advertiser undertakes to make the content in accordance with the legal regulations of the Slovak Republic in force and with the applicable Code of Ethics for Advertising Practice by the Slovak Advertising Standards Council;
- The spot commercial cannot contain or promote any names, business names, designations or references to activities, brands (including logos), or products, projects by direct competitors of RTVS, especially other broadcasters (e.g. TV stations, radio stations);

**RADIO SPOT COMMERCIAL (broadcaster: OU SRo) - one spot commercial should not be longer than 60"; a spot commercial or production thereof must observe the following requirements:**

- By submitting the script, the Advertiser undertakes that the content thereof complies with the legal regulations in force in the Slovak Republic and with the applicable Code of Ethics for Advertising Practice by the Slovak Advertising Standards Council;
- The Advertiser undertakes to pay the full fees for performers;
- If the Advertiser intends to use or distribute the spot commercial produced by Media RTVS, or SRo, the Advertiser shall be obligated to **settle the copyrights in full and to pay all associated costs, fees and remuneration for the use of such copyrights** in advance;
- The Advertiser acknowledges that it can be present at the spot commercial shooting, otherwise Media RTVS will shoot the spot commercial without the Advertiser's presence and will submit the commercial spot to the Advertiser on a digital media or in mp3 format afterwards;
- In case the Advertiser makes any changes during the spot commercial shooting without the Advertiser's presence, Media RTVS shall be entitled to charge every requested change according to the current pricelist for every such extra production;
- The spot commercial cannot contain or promote any names, business names, designations or references to activities, brands (including logos), or products, projects by direct competitors of RTVS, especially other broadcasters (e.g. TV stations, radio stations);
- At request, Media RTVS will provide **recording studio with a technician** to the Advertiser that has own script, music and voice. The Advertiser undertakes to pay the price for using (renting) the recording studio with a technician for the spot commercial production according to the price list in force.

**All the conditions of this paragraph apply also to production of a sponsorship message and other advertising products based on a spot commercial broadcasted within the OU SRo programme services.**

**7.3. ADVERTISEMENT COMPETITION (broadcaster: OU SRo) - is a programme competition, in which will be mentioned a prize by the Advertiser to be presented to the winner, including information about who is awarding the prize. Prizes of all versions of competitions are determined separately, or based on a special project and do not take into account the value of the prize provided by the Advertiser. The provided prize is subject to approval of the programme department of the respective broadcasting circuits of OU SRo.**

7.4. **ADVERTISEMENT INTERVIEW (broadcaster: OU SRO)** must be recorded in advance. The Advertiser undertakes to submit the underlying documentation to Media RTVS not later than 3 business days before the agreed date after recording the interview. **The maximum length of an advertisement interview is 120”.**

7.5. **MORNING TOPIC (broadcaster: OU SRO)** – is a programme element about the selected topic. The topic must be suitable for the programme of OU SRO programme services, it must be interesting for the audience and it is subject to a prior approval by the Program Department of the relevant OU SRO programme services. The OU SRO programme services deal with the topic in 4 spots, the Advertiser has 1 advertisement interview and 8 sponsored trailers.

7.6. **SPONSORING** – for the purposes of these GTC the following are considered eligible forms of sponsorship: sponsored programme, sponsored trailer and injection.

**SPONSORED PROGRAMME** is the programme marked with a sponsorship message.

Content of the sponsorship message:

- Identification of the sponsor cannot contain any specific supporting elements;
- The sponsorship message must include business name or name of the legal entity, or name and surname of a natural person (in the text of these GTC also as "sponsor") or trademark, or sponsor's logo, and it must refer to the connection between the sponsor and the sponsored programme;
- Sponsor's logo, trademark, business name or name of the legal entity, or name and surname of a natural person, slogan, trademark of services or product used in the sponsorship message must be registered. Such registration must be proved in advance by means of a written certificate of registration submitted to Media RTVS. Unless such obligation is met, Media RTVS shall be entitled to refuse to broadcast such sponsorship message;
- Only one of the sponsor's known products can be mentioned (shown) in the sponsorship message. However, characteristics, possible use, etc. of product cannot be specified in detail;
- Direct support of sale, purchase or lease of sponsor's and third/party goods or services in the sponsorship message is completely prohibited. The sponsorship message cannot contain e.g. specific promotional references to sponsor's products or services in sponsored programs;
- The sponsorship message cannot contain or promote names, business names, designations, or references to activities, brands (including logos) or products, projects by RTVS direct or indirect competitors, in particular other broadcasters (e.g. television, radio);
- The sponsorship message must identify the sponsor and sponsor's connection with the sponsored program and in no way can be of an advertising nature.

Forms of message:

- Sponsorship message can be animated and/or sound;
- Character of the sponsorship message cannot be that of a spot (commercial). A cut spot cannot be used for production of a sponsorship message, even if the spot was only broadcasted outside the territory of the Slovak Republic;
- Maximum duration of a sponsorship message is 15”.

Sponsor:

- Every legal entity or natural person can be a sponsor, unless the law states otherwise;
- Sponsor cannot be a legal entity or a natural person, the main activity of which is production, sale or renting of goods or provision of services, advertising of which is prohibited by the law. Producers or sellers of products and services, advertising of which is only allowed after 10:00 p.m. can only be sponsors of programmes broadcasted after 10:00 p.m.;
- A programme sponsored by a legal entity or a natural person that produces or sells medicines or provides medical services can promote name or goodwill of the enterprise; however, it cannot promote sale of prescription medicines and provision of medical services fully covered by health insurance in accordance with the legal regulation in force;
- A programme cannot be sponsored e.g. by broadcaster or producer of audio-visual works, producer or seller of tobacco products, e-cigarettes or refillable cartridges for e-cigarettes, weapons and ammunition, a political party, a movement or candidates, church, religious company;
- A programme for children and youth cannot be sponsored by producers or sellers of alcoholic beverages.

Sponsored programme:

- Prohibition of program sponsorship applies to: news, sports news and political journalism. Separate programs, which contain only uncommented information (without editorial processing, i.e. result overviews, etc.) about the weather, traffic situation or sport are exceptions;

- Sponsorship of supplementary broadcasting is prohibited. According to the law, the supplementary broadcasting means videotext, current time announcements, timer, programme announcement, broadcaster's announcement about its own program, advertising, teleshopping, call and announcement

**SPONSORED TRAILER** – is a programme supplementary to the sponsored programme.

Placement of so-called sponsorship postscript to trailer for a certain programme is conditioned by providing sponsorship for the broadcaster's programme. The same restrictions as apply to the sponsorship message apply also to the content of the sponsorship postscript to a programme trailer. Maximum length of the sponsorship postscript to a programme trailer is 10" and it shall be subject to an agreement during a business negotiation. Based on such agreement, Media RTVS guarantees to the Advertiser the exact number of trailers, which will be broadcasted at the discretion of Media RTVS as the circumstances allow. In 3 business days after broadcasting the last sponsored trailer, Media RTVS undertakes to submit a detailed overview of broadcasted sponsored trailers.

**INJECTIONS (broadcaster: OU STV)** – is a visual form of a sponsorship message that has a shorter footage and involves a technical insertion of the sponsorship message in the form of the sponsor's symbol (logo) or trademark or service into the broadcasted programme. If the Advertiser chooses injection, it undertakes to respect the integrity and value of the broadcasted programme as well as its internal structure. The injected sponsorship message cannot cover more than 1/16 of the broadcasted image and it can only be placed in the lower right corner. The maximum injection time is 5 seconds. The use of injection is conditioned by providing sponsorship for the broadcaster's programme.

**7.7. TELESHOPPING (broadcaster: OU STV)** means a direct offer (sale of products) through the TV screen. Teleshopping is a form of direct marketing, it is a retail sale without a retail space, and therefore a viewer can purchase via TV or via TV and telephone and / or mail. Information about the seller or the seller's logo, trademark, etc. play a secondary role and are intended only as contact information for audience in case they decide to "accept" the direct offer and order the product. Teleshopping may in no way replace advertising and may not serve for a covert promotion of other products (which the teleshopping viewers cannot directly order), logos, trademarks, websites, etc.

The teleshopping spot must clearly show the contact details, especially the business name, registered office, company ID, telephone numbers, e-mail, etc. However, the audio or visual information about such contact details is not intended to promote the spot Advertiser, or the supplier of the product; it is mere contact information for those interested in the offered product. Broadcasters, moderators and news and political-publicist programme editors cannot appear in teleshopping, and this applies to both, picture and sound. The provisions of the Broadcasting and Retransmission Act shall fully apply to the broadcasting of teleshopping.

**7.8. PRODUCT PLACEMENT** means, according to the law, audio, visual or audio-visual information about a goods, service or trademark, included in a program for remuneration or other similar consideration.

## **8. FRAMEWORK CONTRACTS**

Without prejudice to contracts concluded in accordance with article I. of these GTC, Media RTVS offers a possibility to conclude so-called framework contracts with their Advertisers. The framework contracts govern conditions of cooperation and mutual rights and obligations of the contracting parties during the period agreed therein. The content of mutual rights and obligations, or any agreed contractual terms and conditions may only be changed by written amendments signed by both contracting parties. Framework contracts are implemented through other specific cooperation contracts and amendments to framework contracts (concluded under these GTC), which are concluded based on written orders by the Advertiser.

**In the framework contracts the Advertiser guarantees the minimum amount of investments** which it undertakes to invest through Media RTVS. Such amount is stated as the campaign net value, i.e. the sum after deducting all discounts and before allowing for the agency discounts, early payment discount and VAT.

If the Advertiser is an agency, the amount of the minimum investment must be stated separately for each specific client. Minimum guaranteed investments by individual clients are subject to amendments of the framework contract concluded pursuant to this Article.

The minimum guaranteed investment by the Advertiser may be subject to a bulk discount or to other price or non-price benefits which are subject to a mutual agreement. The number and total amount of such discounts or benefits depends on the net guaranteed investment of the Advertiser, while in case of agencies the discounts will be specified separately for each represented client, according to their minimum guaranteed investments. The Advertiser shall not be entitled to any discount or benefit automatically, it all depends exclusively on decision by Media RTVS. At its discretion, Media RTVS can agree with a combination of several discounts, including bulk discount resulting from the framework contract, with other contracts.

## **9. FINAL PROVISIONS**

- 9.1. Media RTVS shall not be liable for any violation of obligations in accordance with any received order, concluded contract or framework contract, if such violation was caused by force majeure, e.g. by commotions, war, any legislative changes, weather, natural catastrophes, technical breakdowns of machinery or broadcasting, power supply failures or similar events.  
**The Advertiser shall not be entitled to assign any rights and obligations resulting from these GTC, or from accepted order/ concluded contract to a third party without a prior approval by Media RTVS.** Unless expressly stated otherwise, the effect of withdrawal by Media RTVS from the concluded contract or accepted order in accordance with these GTC shall arise in the moment of delivering the withdrawal to the Advertiser.
- 9.2. Both Slovak and English versions hereof shall be binding. In case of any discrepancy, the Slovak version shall prevail, while the court in Bratislava shall be the place of jurisdiction. The relevant provisions of the applicable Slovak law and order shall apply to the assessment of any legal relations.
- 9.3. All prices in CMC pricelists are stated without VAT.
- 9.4. The Advertiser has read these GTC, agrees with the content thereof, and with placement or confirmation of order, contract or framework contract, and the Advertiser declares to observe them. **Media RTVS shall not be liable for any possible damage caused by an Advertiser's failure to comply with these GTC.**
- 9.5. Media RTVS shall not be liable towards the Advertiser or any Advertiser's client for any damage (including lost profit), expenses or costs incurred in consequence of violation of any obligations of Media RTVS resulting from these GTC, or concluded contracts and/or accepted orders. If Media RTVS would be liable for damage arisen by violation of its contractual obligations resulting from the concluded contracts, accepted orders or these GTC, it shall be liable only up to the amount demonstrably paid by the Advertiser to Media RTVS for CMC broadcasting to its account until the day of violation of the obligation by Media RTVS.
- 9.6. **Technical conditions of broadcasters (OU STV and OU SRo) are attached as a separate annex of these GTC.**

In Bratislava, on 1 January 2022

Igor Slanina  
Company Executive