

The following terms and conditions (Particular T&C) of RTL AdAlliance GmbH (RTLADA) apply in relation to the display of linear TV in Poland as specified in the respective Insertion Order (IO) and sold by RTLADA for and/or on behalf of itself and all of its Media Partners on any Properties.

The respective Media Partners General Terms and Conditions for the Conclusion of Agreements for the Issuance of Commercial Transfers in TV Programs are applicable to the present offer as general conditions (General T&C).

This Particular T&C shall prevail over and supersede the General T&C. All the terms and conditions not addressed by the Particular T&C are governed by the General T&C.

Offers via an IO are valid for 30 days from its date of issuance.

1. Invoicing and payment terms

Invoices are issued by RTLADA according to the booked advertising spaces in a given month.

Invoices are issued in Euro, unless otherwise agreed. The basis for conversion are the exchange rates of Bertelsmann AG, which are logged in on the actual close date of the booking.

Invoices are payable within 30 days after their receipt. In the event of late payment, interest apply according to statutory laws. Interest starts to accrue automatically without RTLADA having the obligation to serve any formal notice or reminder and are due per day of delay until full payment. Advertising material shall be broadcasted only after full payment.

2. Advertising material

Advertising material shall be submitted no later than eight 21 business days before the scheduled broadcasting date. RTLADA reserves the right to refuse any advertising material submitted after this term.

Advertising material shall comply with advertising specifications, standards and limitations imposed by the publisher, RTLADA or the applicable law.

The Advertiser represents and warrants having all the necessary intellectual property rights on the advertising materials.

The Advertiser represents and warrants that the submitted advertising material respects the applicable advertising legislation, accomplishes the technical requirements of the publisher, do not violate third-parties intellectual property and is free from any viruses, worms, bugs, trojan horses, logic bombs, cancelbots or any malware or harmful code that could affect, damage or cause the malfunction of RTLADA or the publisher technical systems, hardware, software and platforms.

Before the submittance, the Advertiser shall verify that advertising material is in line with these representations and warranties, the Advertiser being fully and solely responsible for making such verifications.

The acceptance by RTLADA or the publisher of the advertising material shall not be considered as a validation of the compliance of advertising material with advertising specifications, standards and limitations imposed by the publisher, RTLADA or the applicable law.

The Advertiser agrees to indemnify, defend, and hold harmless RTLADA and the publisher from any and all claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising from any breach of the foregoing warranties and representations. The indemnifying party shall assume the cost of the legal advisor in accordance with the German Attorney Remuneration Act (Rechtsanwaltsvergütungsgesetz). However, the indemnifying party shall not enter into a settlement with the claimant without the prior written consent of the indemnified party.

RTL AdAlliance retains the right not to accept or withhold the broadcasting of advertising material it deem not in line with applicable laws or is susceptible to violate third-parties intellectual property rights.

3. Broadcasting of advertising material

Bookings are not binding between the Parties and don't have fixed character.

RTLA will make its best commercial efforts to satisfy the confirmed IO after acceptance

of the booking, nevertheless, the TV market is subject to seasonal fluctuations and technical implications leading to a modification of the bookings.

RTLADA can't guarantee the availability of the booked advertising spaces at the scheduled broadcasting dates.

The Advertiser is entitled to cancel a booking 96 hours before the scheduled broadcasting. Any cancellation is possible after this deadline.

In the event the Advertiser fails to provide the advertising materials on time or to accomplish the technical requirements or cancels the booking before the broadcasting not respecting the booking cancellation deadline, cancellation penalties will apply.

4. Applicable law

The law of the Federal Republic of Germany shall apply, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

Any related dispute shall be exclusively brought before the exclusive jurisdiction of Hamburg, Germany after trying to amicably set the dispute within a term of sixty (60) days.

You represent and warrant that (i) the person within your organization has received sufficient and valid delegation to engage your company in the above booking campaign with RTLADA and that (ii) you or the concerned person waive any applicable defence or entitlement consisting in arguing the lack of powers of the person having confirmed the campaign.

RTL AdAlliance GmbH
rtl-adalliance.com