

# General terms and conditions for TV sponsorship on private channels

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## 1. GENERAL

1.1. As a leader in the marketing of electronic media, Admeira AG markets TV sponsorship on private TV channels (hereinafter referred to as channel operators). Within the framework of the channel operators' journalistic principles, Admeira AG offers contracting partners (hereinafter referred to as sponsors) the opportunity to promote their names, brands, services and corporate images to the public on private TV channels (channel operators). Sponsorship must be of high quality and appropriate to the channel operator's image.

1.2. Admeira AG seeks TV sponsorship on the channel operator's behalf. These General Terms and Conditions (hereinafter referred to as GTCs) govern the relationship between the sponsor and Admeira AG.

1.3. If an obligation or service from the channel operator has been agreed in the sponsorship agreement, Admeira AG guarantees to the sponsor that it will be fulfilled by the channel operator.

1.4. The content, type and exact configuration of the individual services shall be set out according to the specific sponsorship agreement concluded and these GTCs. These documents govern the contractual relations between the sponsor and Admeira AG (the parties). Should multiple sponsors be party to a sponsorship agreement, the term "sponsor" shall hereinafter mean all the sponsors involved. In cases such as these, individual sponsors will not be jointly and severally liable, and no contractual relationships shall arise between sponsors covered by the agreement.

## 2. SPONSOR PROXIES

2.1. In cases where the sponsor is represented by a proxy (third party) in the conclusion of the sponsorship agreement, the sponsor shall provide a legally valid signature to confirm that it has authorised the proxy to conclude the sponsorship agreement on its behalf. The proxy undertakes to confer upon Admeira AG, without being called upon to do so, a power of authority drawn up by the sponsor before the negotiation/signature of the sponsorship agreement, and to notify the sponsor immediately of the content of the sponsorship agreement. Admeira AG reserves the right to maintain contact with the sponsor and to issue it with a copy of the signed sponsorship agreement.

2.2. The sponsor undertakes in the power of authority document to notify Admeira AG immediately if the instructions issued to the proxy are revoked. The power of authority shall also include confirmation by the sponsor of its readiness to assume responsibility for the content of the sponsorship agreement, in particular the form of the agreed sponsorship, and to accept any consequences arising from non-compliance with statutory provisions. The sponsor undertakes to Admeira AG to assume liability for payment for the services listed in the specific sponsorship agreement and for the corresponding invoices issued by Admeira AG.

2.3. No advisory commission or remuneration for advertising and other agencies shall be payable by Admeira AG to the sponsor's proxy for services provided on the sponsor's behalf.

## 3. STATUTORY FRAMEWORK

3.1. The channel operator bears sole responsibility under licensing law. The sponsor undertakes to comply strictly with valid sponsorship provisions as set out in the Swiss Federal Radio and Television Act (RTVA – especially articles 9-14) and the Swiss Federal Radio and Television Ordinance (RTVO – especially articles 20-23), in the prevailing advertising and sponsorship directives for radio and television issued by the Swiss Federal Office of Communication (OFCOM) or arising from relevant OFCOM practice, and relevant decisions made by the Swiss media industry regulatory authorities and courts.

3.2. "Sponsorship" is defined as participation by a natural person or legal entity in the direct or indirect financing of a programme with the objective of promoting its own name, brand, service or image. Sponsorship forms part of the editorial programme and is accordingly separated from advertising. The sponsored programme and mention of the sponsor must not propose the conclusion of transactions for the goods or services of the sponsor or third parties.

#### **4. CHANNEL AUTONOMY**

4.1. Contractual relationships with the sponsor shall not affect editorial responsibility or the channel operator's independence. The channel operator shall have sole powers to decide the content and scheduling of the sponsored programme. The sponsor is on no account entitled to influence the content of the sponsored programme.

4.2. Admeira AG and the channel operator may refuse to enter into a sponsorship agreement without giving reasons.

4.3. Admeira AG and the channel operators reserve the right not to broadcast TV sponsorship billboards (hereinafter referred to as billboards) and other TV sponsorship instruments (reminders, inserts, promotional trailers, product placements, competitions etc.) because of the editorial content of the sponsored programme.

#### **5. MEDIA AND PUBLIC RELATIONS WORK**

5.1. The channel operator bears sole responsibility for media and public relations work for the sponsored programmes. The sponsor is only involved in media and public relations work if the sponsorship itself is affected. The sponsor's entire advertising activity associated with a programme, its performers and presenters or the channel operator in general must be agreed with Admeira AG (and with the channel operator through Admeira AG if necessary), and broadcast approval obtained, in advance.

5.2. The sponsor shall in principle be entitled to refer to its sponsorship commitment towards the channel operator in its accompanying advertising (i.e. advertising in connection with its activity as a sponsor or as a product placer). After prior consultation with Admeira AG and with the agreement of the channel operator, the sponsor shall also have the right to use the title, image and logo of the sponsored programme in its advertising. Any material costs shall be reimbursed to the channel operator in accordance with prevailing standard conditions. The sponsor shall not acquire any rights to the sponsored programme or to the use of any sound and/or image materials belonging to any of the performers.

5.3. The sponsor is not permitted to use the programme title or images from the programme (including the presenter) or the logo of the sponsored programme in advertising for its products and services.

#### **6. SERVICES OF ADMEIRA AG AND THE CHANNEL OPERATOR**

6.1. Admeira AG guarantees to the sponsor that it will receive the channel operator's services as defined in the specific sponsorship agreement. The number and placement of billboards, reminders, inserts and other sponsorship services of the channel operator are set out as precisely as possible in the specific sponsorship agreement with Admeira AG.

6.2. In the absence of any written agreement to the contrary by the parties, Admeira AG shall provide the sponsor with market share data for the sponsored programme as well as average TV audience figures (TV panel data from Mediapulse AG audience research) for information purposes and in order to monitor the effectiveness of the sponsorship, provided that the relevant Mediapulse data are available to Admeira AG for its use.

#### **7. DESIGN AND PRODUCTION OF SPONSORSHIP INSTRUMENTS**

7.1. For TV sponsorship:

7.1.2 The sponsor is responsible for designing, producing, changing and delivering the requisite language version of billboards and reminders in good time. Admeira AG shall be responsible for coordination and may provide the sponsor with advice and/or assistance in the realisation and production of billboards and reminders. Production costs will be met by the sponsor.

7.1.3 In the absence of any written agreement to the contrary between the parties, the sponsor must submit the billboard and reminder storyboards for approval at least six weeks before their first broadcast, and in every case before the billboards and reminders are produced.

7.1.4 The billboards and reminders, produced on the basis of the approved storyboard, must be submitted to the channel operator at least two weeks before the initial broadcast for acceptance in respect of content, technical, design and legal aspects. Billboards and reminders shall be deemed to have been approved unless the channel operator refuses acceptance within five working days of submission. Throughout the term of the sponsorship agreement, the sponsor may not allow billboards and reminders to be broadcast by channel operators other than those mentioned in the specific sponsorship agreement without the consent of Admeira AG.

7.1.5 The relevant channel operator shall bear the costs of designing, producing and changing sponsorship instruments such as inserts, promotional trailers, competitions, etc. unless otherwise agreed in the specific sponsorship agreement. The channel operator is solely responsible for the content, editorial aspects and design of these sponsorship instruments.

#### **8. VIEWER COMPETITIONS/PRIZES**

8.1. The presentation of competition prizes donated by the sponsor must meet all legal requirements as well as the requirements of the relevant OFCOM advertising and sponsorship guidelines for radio and television.

8.2. As the donor of competition prizes, the sponsor will be notified of winners' details by the channel operator. The sponsor undertakes to deliver the prize directly to the competition winner within ten working days of being notified of the winner's details, at its own expense and risk, and without this prize having been in the prior possession of Admeira AG and/or the channel operator.

## **9. SPONSORSHIP IN THE FORM OF PRODUCT PLACEMENT**

9.1. The following points apply to product placement (service, production aids, product placement):

9.1.1. Product placement denotes the integration of necessary or desirable services, production aids and/or products into the programme or series of programmes described by the channel operator, where these serve to enhance the décor, the plot or the characterisation of performers without affecting the artistic message of the programme. The scope of product placement is outlined in the specific sponsorship agreement. Product placement must not be perceived by the audience as advertising, and Admeira AG and the channel operator shall act only within the provisions of the law, in particular those of the RTVA/RT-VO and the OFCOM advertising and sponsorship directives for radio and television.

9.1.2. The channel operator is responsible for integrating the services, production aids and/or products made available by the sponsor under the specific sponsorship agreement into programmes in a harmonious and dramaturgically plausible manner. The channel operator is free to decide on the duration, number and manner of the depictions/displays of the services, production aids and/or products as it sees fit.

9.1.3. Placements of services, production aids and/or products shall be worked out before filming begins on the basis of the programme scripts. The sponsor shall deliver the required services, production aids and/or products for placement cited in the specific sponsorship agreement to the channel operator/production company responsible for the programme/series at the relevant filming location, in good time and free of charge. Transportation costs will be borne by the sponsor.

## **10. EXCLUSIVITY**

10.1. If the specific sponsorship agreement specifies sector exclusivity, Admeira AG reserves the right to mention third parties for editorial reasons or reasons relating to channel operator autonomy, in connection with technical services provided to the channel operator, for legal reasons, for reasons relating to product placement (service, production aid, product) or owing to the donation of competition prizes.

## **11. PRICES/PAYMENT TERMS**

11.1. Prices for the transmission of billboards, reminders (and, where applicable, other sponsorship instruments such as inserts, promotional trailers, etc.), as well as any costs for the production of sponsorship instruments, are set out in the specific sponsorship agreement and are exclusive of Swiss federal value-added tax (VAT).

11.2. In the absence of any agreement to the contrary in the specific sponsorship agreement, media services provided by the channel operator or Admeira AG shall usually be invoiced monthly. In the absence of any agreement to the contrary, invoices are payable without deduction within 30 days. In the event of overdue payment the sponsor shall be charged statutory default interest and debt collection expenses. Should the sponsor fail to settle invoices despite a reminder, Admeira AG may cancel the sponsorship agreement immediately without notice. In case of late payment, Admeira is entitled to charge reminder fees of Fr. 20.00 for each payment reminder.

11.3. In the absence of any agreement to the contrary in the specific sponsorship agreement, non-cash benefits provided to the channel operator by the sponsor such as competition prizes, product placements, etc. shall be invoiced among the parties in the agreed amount of the non-cash benefit provided on termination of the sponsorship agreement.

## **12. TRANSMISSION TIMES**

12.1. The scheduled transmission times of the sponsored programme are indicative and shall be observed by the channel operator as far as possible. Admeira AG shall if possible notify the sponsor of significant changes to transmission times.

## **13. CANCELLATION OF THE SPONSORED PROGRAMME/LIABILITY**

13.1. Should it not be possible for sponsorship instruments to be broadcast at the agreed times for reasons for which the sponsor is responsible, the sponsor may not lodge any claims whatsoever for compensation or in any other respect. The sponsor will be liable for the entire amount stipulated in the specific sponsorship agreement. Admeira AG reserves the right to claim compensation.

13.2. Should sponsored programmes be cancelled in whole or in part (including where Admeira AG or the channel operator is at fault), they shall be rescheduled if at all possible. Otherwise the sponsor shall be fully or partially credited by the channel operator for payments already made by means of other sponsorship services, or receive a cash refund (on which no interest shall be payable) from Admeira AG. No compensation or other claims may be lodged on the basis of the non-transmission of the sponsored programme, the agreed billboards and/or other TV sponsorship instruments (reminders, inserts, promotional

trailers, competitions, product placements etc.). Article 13.3 is reserved.

13.3. If the scheduled programme/event or significant sections thereof cannot take place owing to force majeure (including official bans), or if for any reason the programme/event has to be curtailed or cancelled on the day on which it is scheduled for transmission, neither party will be entitled to lodge claims against the other.

#### **14. COPYRIGHT**

14.1. The sponsor transfers all rights to jingles, billboards, reminders, melodies, credits, logos, short films, photographs, products etc. required for the fulfilment of the specific sponsorship agreement, together with transmission rights for all dissemination channels with no restrictions in terms of time, location or subject matter, to Admeira AG and the channel operator, and also the unrestricted right to make them available to others. The sponsor declares that it holds all the rights associated with such uses, unless these are already held by Admeira AG and the channel operator. The sponsor shall indemnify Admeira AG and the channel operator against any claims by third parties in this connection, including legal costs. The channel operator shall be notified of the music used in billboards and reminders in an appropriate form (e.g. SUISA number). The sponsor undertakes to acquire all required recording rights for music (the right to use music in conjunction with jingles, billboards, reminders etc.) directly from the composer, from SUISA or from any other performing rights companies, and to pay for these rights. At the channel operator's request the sponsor shall produce written proof of purchase of the relevant music recording rights. The channel operator undertakes to register music used in jingles, billboards and reminders with SUISA (broadcasting copyrights) and to pay for it.

14.2. Admeira AG or the channel operator shall retain all rights to programmes, brands, logos etc. and to any accompanying material, with the exception of rights covered by Article 14.1 of these GTCs. The assignment of further rights requires a separate written agreement.

14.3. The advertising client/agency authorises Admeira to submit the sponsoring funds to the competent authority (e.g. Federal Office of Communications OFCOM, Swissmedic, Comlot, Federal Office of Public Health) for evaluation if Admeira have any doubts about the legality of the sponsoring funds.

#### **15. CONFIDENTIALITY**

15.1. All information exchanged between the parties within the scope of their contractual relationships and the content and details of the specific sponsorship agreement between the parties must be treated as confidential. Media releases must be the subject of mutual agreement. Overall responsibility rests with Admeira AG and channel operators. Official instructions to surrender the specific sponsorship agreement and duties of disclosure to supervisory authorities are excepted.

#### **16. DATA PROTECTION**

16.1. Data protection and data security are extremely important to Admeira AG. When TV sponsorship services are booked in writing, Admeira AG takes great care to ensure that the sponsor's data are collected, processed and stored in accordance with the provisions of Swiss data protection legislation. Admeira AG processes sponsors' data for the purposes of providing services under the sponsorship agreement, and collects, processes and stores these data on behalf of channel operators for the acquisition of TV sponsorship. The sponsor authorises Admeira AG to forward its data to the organiser and its channel operators, and to process and store them within Admeira AG and the channel operators for the following purposes: • to fulfil its contractual obligations and ensure a high-quality service • to cultivate and develop client relationships • to issue invoices • to fulfil the mandate from Admeira AG for the acquisition of TV sponsorship • for marketing purposes, specifically for customised offers. The sponsor can restrict or prohibit the use of its data for marketing purposes.

16.2. Admeira AG and private TV channels will only disclose the sponsor's data to government bodies if this is required by law and necessary in order to clarify whether the content of TV sponsorship instruments is legally admissible. In particular, Admeira AG and MySports One and/or S1 will only disclose the sponsor's data if requested to do so by supervisory authorities in connection with supervisory measures and/or a supervisory process.

#### **17. EXTRAORDINARY TERMINATION OF THE SPONSORSHIP AGREEMENT**

17.1. In the event that proceedings are initiated by the supervisory authorities or on the basis of an official instruction and/or an instruction of the channel operator, Admeira AG is entitled to terminate the agreement with immediate effect and thus to suspend the TV sponsorship (billboards, reminders, inserts etc.) and product placement. Should Admeira AG cancel the sponsorship agreement, payments by the sponsor shall be reduced proportionally. No further claims may be lodged against Admeira AG or the channel operator on the grounds of the extraordinary termination of the sponsorship agreement.

17.2. Should the sponsor fail to comply with contractual stipulations despite a warning, Admeira AG may cancel the sponsorship agreement without notice. Should Admeira AG cancel the sponsorship agreement for this reason, the sponsor shall be liable for the full commitment/amount stipulated in the specific sponsorship agreement.

17.3. Unilateral early termination of the sponsorship agreement by the sponsor is not possible. If Admeira AG finds a suitable replacement, the sponsorship agreement can be terminated by mutual agreement.

**18. CONCLUDING PROVISIONS**

18.1. The sponsorship agreement shall only be valid in written form. The sponsorship agreement between the sponsor and Admeira AG comes into force when the specific sponsorship agreement is signed by the contracting partners. The sponsorship agreement must be in the name of a specific natural person or legal entity and define the subject of the sponsorship precisely.

18.2. Amendments and subsidiary agreements to the sponsorship agreement must be made in writing and must be signed for Admeira AG by the bodies who signed the sponsorship agreement itself. Statements by other staff at Admeira AG and the channel operator shall not be binding upon Admeira AG or the channel operator.

18.3. No party may assign rights and obligations arising from the sponsorship agreement to third parties without the prior written consent of the other party.

18.4. Should an individual provision or parts of the sponsorship agreement, and in particular the specific sponsorship agreement, become invalid owing to legislation, and particularly the RTVA/RTVO, the relevant current OFCOM advertising and sponsorship directives for radio and television or case law, the parties are prepared to maintain the sponsorship agreement *mutatis mutandis*. The parties agree to replace the affected provision or section of the sponsorship agreement with valid provisions corresponding most closely to the parties' original intentions.

18.5. The sponsorship agreement shall not entail the establishment of a business enterprise in any legal form whatsoever, or of any other legal relationship between the parties that is comparable to a business enterprise.

18.6. The sponsorship agreement is subject to Swiss law. The exclusive place of jurisdiction is the City of Bern (Switzerland).