

## **ADVERTISING CONDITIONS OF GOLDBACH MEDIA AG**

### **1. VALIDITY**

Unless otherwise agreed in writing, these advertising conditions and the General Terms & Conditions ('GTC') for advertising orders to group companies of Goldbach Group AG are valid for all advertising orders between advertising media represented by Goldbach Media AG ('Goldbach') and the advertiser.

Where a conflict arises, the regulations are to be applied in the following order:

- the General Terms & Conditions ('GTC') for advertising orders to group companies of Goldbach Group AG (<https://goldbach.com/ch/de/agb-werbebedingungen/goldbach-media>).
- the relevant technical specifications of the TV broadcaster (which can be viewed at <https://goldbach.com/ch/de/portfolio/tv/spotanlieferung-and-specs>).

Guidelines, restrictions or special conditions (such as guidelines or GTC of the advertising medium) or other deviations from these advertising conditions apply only if they are expressly agreed in writing.

The "Replay Ads Advertising Terms and Conditions" of Goldbach Media (available at <https://goldbach.com/ch/de/agb-werbebedingungen/goldbach-media>) apply to advertising orders in connection with "Replay Ads" products.

Counter-confirmations from the advertiser with reference to other terms and conditions are hereby expressly disclaimed.

### **2. CONCLUSION OF ADVERTISING ORDERS**

#### **2.1. Reservation**

The advertising customer may reserve the advertising time in written or electronic form or in the online booking tool made available for this purpose. Reservations must be made at least 41 calendar days before the start of the campaign. Goldbach Media will accept reservations made less than 41 calendar days before the campaign start only with prior consultation and if free slots remain in the online booking tool.

The separate GTC for access and usage of MediaPro.net apply to online bookings, available via the web interface in its currently applicable form, which every user of the online tool accepts by concluding a written access agreement.

#### **2.2. Quotations**

Based on the reservation as defined in Clause 2.1, the advertiser will receive a quote for the relevant advertising order, which may also be transmitted in electronic form. When using the online booking tool, customers may also generate a quote independently within the tool. Each quote is valid for 48 hours.

#### **2.3. Confirmation**

If the advertiser wishes to accept the quote defined in Clause 2.2, it must confirm this within 48 hours in written or electronic form, or through the online booking tool. The advertising order becomes legally binding and irreversible on the advertiser's confirmation (for withdrawal options, see Clause 3). Goldbach Media displays the confirmed quote to the advertiser by means of an order confirmation, either in written or electronic form. Without confirmation, the reservation becomes void and is then treated as a cancelled order. In this case, the advertising slot may be granted to a third party.

### **3. WITHDRAWAL/CONTRACTUAL PENALTIES**

#### **3.1. Goldbach Media**

Goldbach Media may rescind an advertising order if the advertiser cancels or changes its order and over which Goldbach has no influence and could not have foreseen; for instance, due to measures taken by supervisory authorities or courts. In this case, Goldbach Media may also withdraw up to 10 days before start of distribution if a

competitive situation exists between the advertiser and another advertiser with exclusive rights to the specific advertising medium. In such cases, any claims of the advertiser are excluded.

### **3.2. By the advertiser**

If requested, Goldbach Media may grant the advertiser a withdrawal option of up to 41 calendar days before start of distribution of the advertisement. In each instance, a withdrawal application is to be submitted to Goldbach Media in written or electronic form. Within 40 calendar days before start of distribution, the advertiser may withdraw only on payment of proportional remuneration (contractual penalty). The amount of the contractual penalty is defined in Clause 3.3. For advertisements with a duration of two minutes or more and sponsorships, withdrawal from an agreed advertising order is excluded and the customer is obliged to pay the agreed compensation.

### **3.3. Contractual penalties**

Within 40 calendar days before start of distribution, the advertiser may withdraw only on payment of the following proportional remuneration (contractual penalty) calculated on net value (gross amount – discounts – advertising agency commission) for the advertising order in question:

between 40 and 25 calendar days before distribution:	50%
between 24 and 10 calendar days before distribution:	75%
less than 10 calendar days before distribution:	100%
after distribution has begun:	100%

The net value of the advertising order in question is calculated on the basis of the confirmed gross media value (i.e. including paid and free space bookings, including any surcharges). Amounts are quoted ex VAT; payment conditions defined in Clause 6.3 apply.

## **4. ADVERTISING MEDIUM**

### **4.1. Delivery**

The advertiser shall deliver a master file of the advertising material in the format specified on our website, either directly to Goldbach Media or via one of the recognised delivery services. The advertising material should be delivered with the information necessary for its assignment and transfer (VTR record card, order ID from MediaPro).

Goldbach Media undertakes the technical checks, the assignment of the advertising material and the encoding into the specified formats of individual broadcasters, and for transmission to the broadcasters by Goldbach Media.

The advertiser is also charged for the cost of encoding the formats (see [www.goldbachmedia.ch/de-ch/ihr-kampagne/tv/ihr-tv-spot](http://www.goldbachmedia.ch/de-ch/ihr-kampagne/tv/ihr-tv-spot)).

### **4.2. Delivery schedules**

The advertiser is obliged to make available to Goldbach Media any materials required for distribution of the advertisement (broadcast copies, schedule, billboards, storyboards, audio files, video files, etc.), as well as new advertising media and schedules within an ongoing campaign in the format requested by Goldbach Media no later than the following dates before the confirmed distribution date, with right of differences reserved and at the advertiser's own expense in individual orders:

TV:	10 working days, different terms may apply to individual broadcasters (see the relevant technical specifications)
In-store radio:	2 working days
Teletext:	3 working days
Video:	5 working days
Display:	5 working days

(Working days here are the days from Monday to Friday, excluding public holidays).

#### **4.3. Delay**

Should the advertising material not arrive in time, Goldbach Media cannot guarantee distribution of the advertisement. Goldbach Media is then entitled to use the unused advertising time for other purposes. The advertiser is obliged in every instance to pay the agreed compensation in full and is liable for costs for post-processing of the commercial break arising from non-observance of due dates. The advertiser is solely responsible for any further damages that may arise from non-observance of due dates.

#### **4.4. Liability**

The customer is solely responsible for the technical quality, form and content of the advertising medium. The form and content must conform to the relevant regulations in Switzerland and in the advertiser's host country (see also Clause 6.2, GTC). The advertiser and/or the agency fully indemnifies the advertiser and Goldbach Media for breaches of the responsibilities defined in these clauses.

#### **4.5. Rejection**

Goldbach Media is not obliged to check advertising material supplied by the advertiser or the agency. Goldbach Media is entitled to reject advertising material supplied by the advertiser on legal, moral or similar grounds. This also applies to advertising material of dubious origin, contentious content, or of inadequate form or technical quality. Goldbach Media will inform the advertiser immediately of any such rejection. The advertiser is obliged to make available new or amended advertising media promptly. If this replacement advertising media is not made available in time for the agreed distribution date, Goldbach Media is entitled to use the advertising time for other purposes. The advertiser is in every case obliged to pay the agreed compensation in full and is liable for any further costs.

#### **4.6. Storage and return**

The obligation to store broadcast documentation expires one year after the final distribution. Up to this point, the broadcast documentation shall be returned on request of the advertiser with indemnification from any third-party claims. Documentation not reclaimed may be disposed of or deleted by Goldbach Media. Goldbach Media is not obliged to enter into any correspondence.

#### **4.7. Joint advertising**

The advertising client assures that the advertising material refers only to products, brands or services of the advertising client. Advertising material in which products, brands or services of several companies are advertised (joint advertising) is only possible with the prior written consent of Goldbach Media. The advertised companies must be named. Goldbach Media is entitled to charge a surcharge on behalf of the individual station groups.

### **5. DISTRIBUTION**

#### **5.1. Principle**

The advertiser will distribute the advertisement as agreed. This agreement generally also applies to the distribution date.

#### **5.2. Placement**

The advertisement is placed in accordance with the agreed and currently applicable price or service group. The price and service group for the individual advertising medium are defined in the programme and commercial break structures that apply at the time of the order confirmation, subject to the following provisions and the relevant regulation concerning prices in Clause 3, GTC. There is no entitlement to placement of the advertisement in a certain commercial break or for a certain position of an advertisement within a commercial break, unless agreed otherwise. Nonetheless, Goldbach Media will try to fulfil the wishes of the advertiser.

#### **5.3. Rebooking, outage of advertisement**

The advertiser is entitled to rebook the bindingly accepted advertising order within the advertising medium if the rebooking request is communicated to Goldbach Media no later than 10 calendar days before the agreed distribution date, in written or electronic form, the agreed monetary booking volume and the duration of the

advertising medium (esp. length of the ad) are retained, the distribution of the rebooked volume is not significantly delayed, and Goldbach Media has sufficient free capacity for the new distribution date and place.

If the advertisement cannot be distributed at the agreed time due to circumstances within the advertiser's control, or if a rebooking is made without observance of the minimum term of 10 calendar days, or if the agreed monetary booking volume is amended, the advertiser is obliged to pay the agreed compensation in full in each instance. Any claim to compensation for damages by the advertiser are excluded from the outset.

#### **5.4. Multiple instances, competition exclusion and expansion of service**

Goldbach Media reserves the right to reject multiple instances or advertisements that reference each other within a commercial break or multiple commercial breaks. Goldbach Media does not agree or guarantee competition exclusion either for an advertising medium as a whole or for individual distributions.

Goldbach Media neither discounts nor provides assurance that no other advertising time and/or placement will be offered and used alongside the offers and offer structures published by Goldbach Media.

#### **5.5. Time/place of distribution/defects**

Should the punctual distribution of the advertisement not take place for reasons beyond Goldbach Media's control, the distribution of the advertisement by Goldbach Media shall take place in another slot, where possible of equivalent value. For minor changes to the distribution, the agreed tariff/price still applies. No guarantee is granted for distribution of the advertisement in a particular sequence.

For significant displacement, Goldbach Media will inform the advertiser as quickly as possible. Significant displacements refer to distributions that do not take place at the agreed date or time, and distributions in another price group. Insofar as the advertiser does not immediately object to the displacement of the advertisement or the embedding of the advertisement in another programme environment, this constitutes agreement on the part of the advertiser. In the event that the advertisement can neither be brought forward nor made up for at a later date, or in the event that the advertiser objects to the proposed prior or later date or embedding in another programme environment, the advertiser may claim reimbursement of the basic price stipulated by Clause 3.1, GTC.

#### **5.6. Incentive compensation and expiry of credit for performance guarantees and other credit**

Contractually agreed performance guarantees or free space may be activated by Goldbach Media during an ongoing campaign without consultation with the advertiser (incentive compensation). When the campaign is over, Goldbach Media will inform the advertiser of any remaining performance credit.

Performance credit arises per broadcaster group and is credited in CHF. Broadcasters' inclusion in broadcaster groups and the scope of guarantees for each broadcaster can be found at [www.goldbachmedia.ch/de-ch/ihre-kampagne/tv](http://www.goldbachmedia.ch/de-ch/ihre-kampagne/tv). The guaranteed broadcaster group performance is calculated cumulatively for the performance guaranteed per broadcaster for each campaign and target audience in the respective broadcaster group. The guaranteed broadcaster group performance is offset with the cumulative actual campaign performance of the broadcaster, plus the performance of any incentive compensation booked with the broadcaster. If the actual broadcaster group performance exceeds the guaranteed performance within a campaign, Goldbach Media will not invoice for the additional performance. The incentive compensation determined and credited following the end of the campaign may be used by the advertiser within the calendar year in which the credit arose. However, the performance credit can be used only within the broadcaster group in which the performance credit was actually earned. Goldbach Media is free to decide the distribution date for the performance credit.

Following the end of the calendar year, any remaining credit from performance compensation or other credit, such as free space, expires without compensation. The sole exception is if booked credit by the advertiser cannot be broadcast. The advertiser has no other claims; in particular, a claim for reimbursement is excluded.

## **6. FURTHER PROVISIONS**

### **6.1. Confidentiality**

The parties undertake not to disclose any information to third parties received from the other party or any information subject to confidentiality, including discounts, rebates and similar price reductions granted to the advertiser, and other conditions and media volumes ('confidential information'). This confidential information, and any other business and operational secrets disclosed within the agreement, are to be treated as confidential even after the end of the contractual relationship. The parties will use confidential information of the other party exclusively for the purpose of conducting advertising orders.

The disclosure of confidential information to advertisers is permissible insofar as the advertiser undertakes in writing to Goldbach Media (i) to transfer confidential information (including conditions and media volumes) to third parties (particularly consultants and media auditors) only on the proviso that the confidential information may not be fed into databases or saved by third parties for their own, other or third-party purposes and/or used in other ways, and (ii) to not transfer confidential information to third parties under any other circumstances.

Similarly, the disclosure of confidential information to third parties (particularly consultants and media auditors) is permissible only if such parties make a prior commitment in writing not to pass on the confidential information (including conditions and media volumes) nor to feed this confidential information into databases, or to save or use it for their own, other or third-party purposes.

As an exception, confidential information may be passed on to media auditors or other parties for the purpose of creating 'condition benchmarks' if the media auditor or other third party (i) is entered in the available, voluntary commitment declaration at <https://swa-asa.ch/> or <https://goldbach.com/ch/de/agb-werbebedingungen/goldbach-media>, which details the creation of methodologically correct and transparent data pool-based condition benchmarks, and (ii) makes a direct commitment to Goldbach Media or the Association of Swiss Advertisers to conform to this commitment declaration.

On request by Goldbach Media, the advertiser must present the signed commitment declaration(s). If the advertiser is unable to present a commitment declaration or has clearly not adhered to the commitment declaration of the third party, Goldbach Media is entitled to claim not only damages to itself but also any damages to advertisers marketed by Goldbach Media.

### **6.2. Data use and data protection**

The advertising client agrees that anonymized end-user data (including tracking) relating to usage behavior may be stored by Goldbach Media. Goldbach Media may also use the data collected to advise its customers, for its own advertising and for market research for its own purposes.

Without an approved participation in the IAB Framework and a correspondingly listed vendor number, the advertising client is prohibited from setting cookies that are not exclusively part of the technically necessary delivery mechanism of the ad server used to ensure the delivery of advertising via the ad server.

The advertising client acknowledges that Goldbach Media automatically collects, stores and processes the data provided by the advertising client (name, address, e-mail, credit card data, data for account transfer) for the purposes of fulfilling the contract and supporting the advertising client as well as for sending advertising about other Goldbach Media services. Further information can be found in the privacy policy under the link <https://goldbach.com/ch/en/privacy-policy/goldbach-media>. The advertising client consents to being sent electronic mail for the information purposes stated above and in the privacy policy. The advertising client can revoke this consent at any time by sending an email to [oba@ch.goldbach.com](mailto:oba@ch.goldbach.com).

The advertising client undertakes to process data that it has collected as the controller in the course of displaying its advertising only in full compliance with data protection regulations and via a valid vendor number registered with IAB Europe.

In doing so, it shall ensure that the policies specified at <https://iabeurope.eu/iab-europe-transparency-consent-frame-work-policies/> are complied with at all times.

**6.3. Payment**

Unless otherwise agreed, all invoices must be paid no later than 20 days after the invoice date without deductions.

**6.4. Consultancy commission**

As stipulated in Clause 4.3, GTC, agencies receive a consultancy commission in the amount of 15% for TV and Teletext orders, 10% for in-store radio orders, 5% for internet TV and video orders, calculated in each case on the order value (after deductions and without VAT).

**6.5. Changes to advertising conditions**

Goldbach reserves the right to change these advertising conditions at any time. Any such changes will be made known to the advertiser in written or electronic form. During a current contractual relationship or campaign, the customer may cancel the relevant contractual relationship in writing within two weeks of notification of the amendment. Any services rendered in this context up to the point of dissolution of the agreement are to be paid in full. Ongoing campaigns are ceased at the point of dissolution of the contract. If the advertiser fails to make a written cancellation or if it makes further use of the contractual services, it accepts the amendments to the advertising conditions in full.

**6.6. English translation / Authoritative version**

This version of the advertising conditions is an English translation of the original German version, available on our website. This English version is not legally binding and in case of discrepancies with the German version, the German version shall be authoritative and prevail in every respect.

Küsnacht, valid from May 1, 2025