

## GENERAL TERMS AND CONDITIONS FOR ADVERTISING AND SPONSORSHIP AGREEMENTS

### 1. INTRODUCTORY PROVISIONS

- 1.1 These general terms and conditions apply to agreements concerning the broadcasting of advertisements and agreements concerning the sponsorship of programmes. These general terms and conditions constitute an integral part of the agreement concerning specific business conditions that has been concluded regarding the broadcasting of advertisements and/or sponsorship of programmes (jointly referred to below as the "Agreement").
- 1.2 "Advertiser" refers to the company or other organisation which is to advertise on any of the TV channels belonging to the TV4 Group. To the extent applicable, this Agreement also applies to advertising on web sites belonging to the TV4 Group and to advertising on mobile platforms.
- 1.3 This Agreement applies to the Advertiser in its own name and for its own use in addition to companies at least fifty (50) per cent owned by the Advertiser.
- 1.4 In the event that an advertisement has been booked through a media agency, TV4 will assume that the media agency has made the booking in its own name but either as agent on commission or pursuant to a power of attorney to conclude agreements on behalf of the Advertiser and that the media agency is thereby jointly and severally liable for the obligations of the Advertiser; that is, the media agency assumes del credere liability (*Sw: solidariskt ansvar*). In conjunction with bookings through a media agency, TV4 shall grant a deduction of six per cent (6%) of the net investment separately agreed between the parties, allocated according to the following: 3 per cent agency commission, 1.5 per cent information fee, 1 per cent credit risk and 0.5 per cent cash discount.
- 1.5 Advertisements shall be booked in accordance with the instructions determined by TV4 from time to time. Procedures for the booking of advertisements are stated on the website <http://online.tv4.se/> and access is granted on request.
- 1.6 The Advertiser is obliged, as soon as possible though within three (3) days from receiving an order confirmation, to check that the order confirmation sent by TV4 corresponds with the booking.

### 2. SUPPLY OF ADVERTISEMENTS

- 2.1 Advertisements shall be supplied to TV4 no later than five (5) working days before the first day of broadcasting. An advertisement is deemed to have been supplied when the requirements contained in TV4's technical specifications applicable from time to time, which are available on <http://online.tv4.se/>, have been fulfilled (the technical specifications applicable when concluding this Agreement are stated in [Appendix 1](#)) and TV4 has received a music report ([Appendix 2](#)). If an advertisement is supplied later than five (5) working days before the first day of broadcasting, the Advertiser shall compensate TV4 by an amount of five thousand (5 000) Swedish kronor per advertisement. If an advertisement is supplied later than three (3) working days before the first day of broadcasting, the Advertiser is liable to pay for all advertising time booked within three (3) working days after the advertisement has been received by TV4, even if TV4 has not broadcast the advertisement due to the advertisement was supplied too late.

### 3. CONTENT OF ADVERTISEMENTS

- 3.1 An advertisement must comply with the Swedish Radio and Television Act, the Swedish Marketing Act, the Swedish Act on Names and Pictures in Advertising and other applicable legislation, TV4's

broadcasting licence as well as the ICC International Code of Advertising Practice. Furthermore, an advertisement must comply with KTR's Co-branding Guidelines; see [www.annons.se](http://www.annons.se).

3.2 Advertisements shall not have any content that could lead to liability for a freedom of expression offence.

#### 4. COPYRIGHT, ETC.

4.1 With the exceptions in Section 4.2, the Advertiser is responsible for that all necessary agreements for the broadcasting of advertisements have been concluded with authors, performers and other rights holders, and for all payments attributable to the broadcasting of advertisements. Consequently, the Advertiser guarantees that the Advertiser has acquired all of the rights required for TV4 to be able to broadcast the advertisement according to this Agreement.

4.2 The Advertiser shall provide a music report (see Appendix 2) regarding all music used in the advertisement no later than in connection with supply under Section 2.1. Music shall be reported via Adtoox or in a music report sent to [stimrapport@tv4.se](mailto:stimrapport@tv4.se). For more information and forms, please contact TV4 at [stimrapport@tv4.se](mailto:stimrapport@tv4.se) or on telephone no. +46 (0)8-459 40 00.

4.3 TV4 is responsible for payments being made to STIM for the music used in the broadcasting of the advertisement.

4.4 TV4 is entitled to produce copies of advertisements for internal use and to make the advertisement available for the Audio and Video Archives (mandatory copy).

#### 5. CANCELLATION OF ADVERTISING TIME

5.1 Booking an advertisement is binding. However, booked advertisements may be cancelled under the provisions of this Section 5. Cancellations must always be made in writing.

5.2 Cancellation charge of fifty (50%) per cent of the price is payable by the Advertiser if TV4 receives the cancellation earlier than ten (10) working days before the broadcast. The Advertiser shall make full payment for the advertising time if TV4 receives the cancellation later than ten (10) working days before the broadcast.

5.3 A cancellation charge is payable even if the cancelled advertising time is sold to another advertiser.

#### 6. PRICES AND TERMS OF PAYMENT

6.1 The prices specified in the price list applicable from time to time apply to advertisements on TV4. When setting prices for advertisements, TV4 shall apply the Swedish film length index, applicable to the TV industry:

6.2 Film length index:

Length of film	Index
10	65
15	72.5
20	80
25	90
30	100
35	112.5
40	125
45	137.5
50	150

55	162.5
60	175

- 6.3 Advertisements should be at least ten and no more than sixty seconds. Advertisements shorter than ten seconds or longer than sixty seconds may be broadcast following a separate agreement with TV4. Such agreement shall be made via e-mail.
- 6.4 Unless otherwise agreed, TV4 is entitled to request payment no later than ten (10) days before the first day of broadcasting stipulated in the booking. In the event of late payment, TV4 is entitled to refuse to broadcast an advertisement. If an advertisement is not broadcast due to late payment, the Advertiser is liable to pay for the booked advertising time.
- 6.5 In the event of late payment, interest for delay is payable in accordance with the Swedish Interest Act. If payment has not been made, Swedish customary debt collection procedures will be applied.

## 7. CHANGES TO THE PROGRAMME LISTING, ETC.

- 7.1 TV4 reserves the right to change the programme listing (*Sw. programtablå*) and consequently adjust the time of broadcasting for advertisements. Except for what is stated in this Section below, agreements between TV4 and the Advertiser shall remain unchanged.
- 7.2 If an advertisement, following a request by the Advertiser, has been scheduled in connection with a certain programme which has been replaced by a programme attributed with a target rating that is materially higher or lower, TV4 is entitled to move the advertisement in accordance with the following conditions:
- (a) If TV4 informs the Advertiser no later than ten (10) days before the day of broadcasting: TV4 is entitled to move the advertisement to a programme with a rating that mainly corresponds to that which applied to the programme in connection with which the advertisement was originally scheduled. However, the Advertiser is entitled to retain its original scheduling provided the Advertiser accepts that payment for the advertisement is based on the new target rating.
  - (b) If TV4 informs the Advertiser nine (9) days or later before the first day of broadcasting: the Advertiser is entitled to retain its original scheduling under the terms based on the original target rating. If the Advertiser chose not to move the advertisement, TV4 is entitled to move the advertisement to a programme with a rating level that mainly corresponds to that which applied to the programme in connection with which the advertisement was originally scheduled.
- 7.3 If the advertisement is moved pursuant to Section 7.2 above TV4 shall make its best efforts to consider the Advertiser's wishes regarding to which program or broadcasting time the advertisement shall be moved.

## 8. TV4'S RIGHT TO STOP AN ADVERTISEMENT FROM BEING BROADCAST

### 8.1 Content of Advertisements

- 8.1.1 The Parties have a joint interest in the Advertiser's advertisement complying with the laws, regulations and licences/permits applicable to broadcasting on TV4. For this reason, the Advertiser shall, with as good a time margin as possible, show the advertisement to TV4 before it is broadcast.
- 8.1.2 The Advertiser shall, in accordance with Section 8.1.1 above, give TV4 the opportunity to review the supplied advertisements. TV4 shall inform the Advertiser without delay if TV4 is of the opinion that an advertisement does not comply with the provisions of this Agreement on content or technical quality of advertisements.

8.1.3 TV4 reserves the right to stop an advertisement from being broadcast if it does not comply with the provisions of this Agreement on content or technical quality of advertisements. If TV4 intends to utilise its right to stop an advertisement from being broadcast under this Section, TV4 shall notify the Advertiser hereof within five (5) working days from the advertisement was supplied with TV4. If the Advertiser is unable to utilise the booked advertising time due to a decision made by TV4 to stop the broadcasting of an advertisement, the agreed amount shall be irrespectively be payable by the Advertiser, provided that TV4 has reasonable grounds for the decision to stop the advertisement from being broadcast.

## **8.2 Editorial Reasons**

8.2.1 In addition to the above provisions, TV4 reserves an unconditional right to stop an advertisement from being broadcast for editorial reasons. This right applies even if TV4 has reviewed the advertisement in advance and without presenting objections. TV4 shall state the reasons for its decision. In case advertising time has not been utilised, the advertisement in question shall be broadcast on a later occasion in accordance with an agreement between TV4 and the Advertiser.

## **9. TV4'S LIABILITY IN THE EVENT OF ADVERTISEMENTS NOT HAVING BEEN BROADCAST OR INCOMPLETE BROADCASTING**

9.1 In the event that an advertisement is not broadcast or in cases where the broadcast was incomplete or was otherwise inadequate, TV4 shall supply a fully equivalent broadcasting time in accordance with a separate agreement with the Advertiser.

9.2 The Advertiser shall, immediately and no later than ten (10) working days after the day of broadcasting or, in the event that a broadcast did not take place on the planned day of broadcasting, notify TV4 in writing about such act or omission for which the Advertiser deems that TV4 is responsible. In the event the Advertiser does not make a complaint or does not make a complaint in time the Advertiser's shall lose its right to rectification under Section 9.1.

9.3 In addition to that expressly stated in Section 9.1, the Advertiser does not have any right to compensation for direct or indirect damage/loss that may affect the Advertiser or a third party due to a broadcast not having taken place, a broadcast having been incomplete or being otherwise inadequate, regardless of the reason for it.

## **10. THE ADVERTISER'S LIABILITY FOR DAMAGE/LOSS**

10.1 The Advertiser shall compensate TV4 and/or the editor responsible for the advertisement for all damage/loss (including all charges and/or other costs), i.e., also for indirect damage/loss, incurred by TV4 or the responsible editor as a consequence of the advertisement (i) having content which constitutes a freedom of expression offence, (ii) contravening the Swedish Radio and Television Act, the Swedish Marketing Act and/or other applicable legislation and/or rules, or (iii) infringing on third party intellectual property rights.

10.2 In addition to Section 10.1, the Advertiser shall also compensate TV4 for damage/loss and/or charges and/or costs incurred by TV4 due to the Advertiser's breach of this Agreement. The Advertiser's liability under this Section 10.2 is limited to direct damage/loss, provided that the Advertiser has not caused the damage/loss intentionally or by gross negligence.

10.3 TV4 shall also be entitled to compensation for legal costs associated with the claim for compensation against TV4.

10.4 The Advertiser's obligation under Sections 10.1-10.3 also applies with respect to broadcasting of advertisements that TV4 has reviewed in advance without making any objections against them.

10.5 If claims have been made against TV4 regarding broadcasted advertisements TV4 shall inform the Advertiser thereof. At TV4's request, the Advertiser shall assist TV4 at its own cost and to a reasonable extent in the handling of such claims against TV4.

## **11. SPECIAL PROVISIONS REGARDING SPONSORSHIP**

11.1 The provisions of Sections 2.1, 3.1 to 3.2, 4.1, 4.4, 6.5, 7.1, 8.1, 8.2, 9.2, 10.1 to 10.5 and 12.1 to 12.7 shall apply correspondingly in connection with sponsorship agreements.

11.2 The Sponsor shall provide TV4 with a logo and any other material for production of the sponsorship message no later than fourteen (14) days before the sponsored programme is to be broadcast.

11.3 The sponsorship message shall be produced by TV4.

11.4 If the sponsored programme is not broadcast, the Sponsor shall not be obliged to pay the agreed sponsoring payment. However, if the broadcast of a sponsorship message has been incomplete only to the extent that it has not been broadcast to all of TV4's transmitters, the sponsorship payment shall be reduced proportionally in relation to the reduced number of individuals who were able to watch the broadcast. If the sponsorship agreement refers to several programmes, the compensation shall be reduced proportionally in relation to the number of broadcasts that were not made.

11.5 In addition to what is expressly stated in Section 11.4 above, the Sponsor does not have any right to compensation for direct or indirect damage/loss which may affect the Sponsor or any third party due to the sponsorship message not having been broadcast, the broadcast not having taken place, being incomplete or otherwise being inadequate, regardless of the reason for it.

## **12. MISCELLANEOUS**

### **12.1 Confidentiality**

12.1.1 The parties shall treat the content of this Agreement as well as information presented during the agreement negotiations as confidential and shall not disclose such confidential information to any third party. The confidentiality obligation also regards any settlement negotiations, arbitration or other final settlement emanating from this Agreement. The Advertiser shall further observe confidentiality regarding information about TV4's operation that comes to the Advertiser's knowledge in connection with this Agreement or in connection with booking of advertisements.

12.1.2 In the event the Advertiser would like a Media Audit Company to examine this Agreement the following shall apply: TV4 shall in good time prior to such examination be informed in writing about the scope of the examination and the information that the Advertiser will disclose. Furthermore, the Advertiser is obliged to ensure that the Media Audit Company treats the information as strictly confidential and does not disclose it on to any other party. If information disclosed to Media Audit Company is further disclosed to any third party, the Advertiser shall be liable to pay to TV4 a penalty of SEK five hundred thousand (500,000) for each and every breach of this provision. However, TV4 may claim larger damages upon proof that the actual injury corresponds to a greater amount than such penalty. Any breach of this provision is deemed to be a breach regardless of negligence or intent.

### **12.2 Limitation of Liability**

12.2.1 TV4's liability shall always be limited to what is expressly provided for in this Agreement. TV4 shall never be liable for any indirect damage/loss or costs unless TV4 has caused the damage/loss or cost intentionally or by gross negligence.

### **12.3 Early Termination**

Without prejudice to any remedy it may have against the other for breach or non-performance of the Agreement TV4 shall have the right to immediately terminate this Agreement in advance if (i) the Advertiser should commit or permit a material breach or non-performance of the Agreement and should fail to remedy such breach within thirty (30) days after receipt of written notice hereof; or (ii) the Advertiser is declared bankrupt, cancels its payments, makes late payments on repeated occasions or it can be assumed that the Advertiser will not perform its obligations under this Agreement. Notice of termination of this Agreement shall always be made in writing.

### **12.4 Force Majeure**

12.4.1 Neither Party hereto shall be responsible or liable in any way for failure or delay in carrying out the terms of this Agreement resulting from any cause or circumstance beyond its reasonable control, that the Party could not reasonably have been expected when the Agreement was concluded and whose consequences the Party could not reasonably have avoided or overcome.

12.4.2 A Party prevented from performing its obligation pursuant Section 12.4 shall immediately inform the other Party hereof. If the force majeure event remains for at least two (2) months, the prevented Party is entitled to terminate the Agreement with immediate effect.

### **12.5 Assignment**

12.5.1 The Advertiser may not to assign and/or pledge its rights or obligations under this Agreement to any third party without the prior written consent of TV4. TV4 is entitled to assign its rights and/or obligations, in whole or in part, under this Agreement to another company within the TV4 Group.

### **12.6 Amendments**

12.6.1 Any amendment to this Agreement shall be in writing and shall have no effect unless signed by the duly authorised representatives of the Parties.

### **12.7 Applicable Law; Dispute**

12.7.1 This Agreement shall be governed by and construed in accordance with Swedish law.

12.7.2 Any dispute, controversy or claim arising out of or in connection with this Agreement or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.

12.7.3 TV4 shall always be entitled to refer to a Swedish general court to receive payment for claims under this Agreement that have fallen due.

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