

**2012 General Sales Conditions – Sponsoring**

GENERALIST CHANNEL



TF1



STYLIA



DISNEY CHANNEL

HISTOIRE

DISNEY CINEMAGIC

LCI

DISNEY JUNIOR

STYLIA

DISNEY XD

TF6

EUROSPORT FRANCE

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## 2012 General Sales Conditions – Sponsoring

### 1. APPLICATION, MODIFICATION AND ENFORCEABILITY OF THE GENERAL SALES CONDITIONS

These general sales conditions apply to the sale of Sponsoring Operations (hereinafter "Sponsoring Operation") on all media listed at the start of these general sales conditions (hereinafter "the TV media") for which TF1 Publicité has the exclusive advertising management rights.

As exclusive manager of Sponsoring Operations on the TV Media, TF1 Publicité is the only one authorized to receive requests for the reservation of Sponsoring Operations from Sponsors or their Agent; to establish Sponsoring Contracts submitted to the Sponsor and/or its Agent for acceptance; to sign Sponsoring Contracts; to invoice advertising services executed in compliance with the Sponsoring Contract and to collect the amount thereof from the Sponsors, regardless of the marketing method of the Sponsoring Operations on the TV Media concerned.

Signature of a Sponsoring Contract by a Sponsor or its Agent implies acceptance of these general sales conditions, it being pointed out that only the Sponsoring Contract, the commercial conditions of the TV Media and these general sales conditions shall apply to the implementation of Sponsoring Operations on the TV Media, to the exclusion of any other document whatsoever established by any person whatsoever. In this respect, any indication of an order reference specific to the Sponsor which could be shown on the invoice established and sent by TF1 Publicité is purely for information purposes, for its entry and integration by the Sponsor, and in no way shall it imply acceptance by TF1 Publicité of the document bearing the said reference or the general purchase conditions to which it could refer or be subject to.

These general sales conditions are applicable to Sponsoring Operations implemented on the TV Media between January 1, 2012, and December 31, 2012.

Particularly in view of legal imperatives, standards and common practices in the professional sector of TF1 Publicité, it shall reserve the right to alter and/or modify these general sales conditions at any time between January 1, 2012, and December 31, 2012.

These alterations and/or modifications shall come into effect on the date of their publication on the TF1 Publicité Internet site at the following address: <http://www.tf1pub.fr>.

### 2. DEFINITIONS

For application these general sales conditions, the following terms, whether singular or plural, shall have the meaning and scope indicated hereafter:

**Sector Code:** designates an 8-figure code (family, class, sector, variety) characterizing the name, trade mark, image, activities and or products of a Sponsor promoted in a Sponsoring Operation validated by TF1 Publicité, through application of the "List of Sector Codes" published by TF1 Publicité and available on the Internet site <http://www.tf1pub.fr>.

**Sponsoring Contract:** designates the document established and issued by TF1 Publicité then signed by the Sponsor and/or its Agent, reflecting the agreement signed by the parties following the request for reservation of a Sponsoring Operation sent to TF1 Publicité by the Sponsor and/or its Agent and confirmed in full or in part in terms of the availability of the TV media concerned.

**Broadcasting:** designates implementation of the Sponsoring Operation purchased by the Sponsor on a TV medium.

**Program:** designates any program element which starts and end with credits on a TV medium liable to be Sponsored in compliance with regulations applicable in such matters, such as, in particular, a Transmission, a Short Programme or a Game or Competition programme.

**Agent:** designates any individual or legal entity, or any person entitled to be substituted therefore (sub-Agent) acting in the name and on behalf of the Sponsor in the context of a written Sponsoring Agency Contract.

**Sponsoring Operation:** in compliance with article 17 of decree n°. 92-280 of March 27, 1992, this designates any contribution by a company or an individual or legal entity, whether public or private, which does not do any broadcasting or produce audiovisual works, to the financing of a TV programme in order to promote its name, trade mark, activities or products.

**Sponsor:** designates any individual entity which wishes to Sponsor a Broadcast on a TV medium for whom the Sponsoring Operation on the TV medium.

**Media:** designates all the media listed at the start of these general sales conditions, for which TF1 Publicité has the exclusive advertising management rights.

**TV media:** designates all TV services, regardless of their broadcasting or distribution method, listed at the start of these general sales conditions for which TF1 Publicité has the exclusive advertising management rights. In particular "**the TF1 channel**" and the "**Thematic Channels**" designated as such at the start of these general sales conditions.

### 3. SPONSORING OFFERS

TF1 Publicité informs the Sponsors of Sponsoring Offers for Programmes on a TV medium through the distribution of data sheets called "Sponsoring Offer" which are also available on the TF1 Publicité Internet site at the following address: <http://www.tf1pub.fr>. These offers describe the Sponsoring system, the corresponding prices and, where applicable, the reservation conditions.

The Sponsoring Offer will specify the presence of a game module around Programs. In any case and considering the editorial line of the TV Medias, the choice of using games module as part of Programs is the sole decision of TV Media(s) and/or TF1 Publicité.

TF1 Publicité reserves the right to publish Offers of sponsorship for Broadcasts open to one or more Sponsors from different Sector Codes.

TF1 Publicité is free to choose the Sponsors present in a plan open to several Sponsors provided that such sponsors are from different Sector Codes.

TF1 Publicité publishes Sponsoring Offers so-called « de case » and Sponsoring Offers so-called « événementielles ». The Sponsoring Operations so-called « de case » describes a Sponsorship device around a type of Program (entertainment, fiction, series ...) with a programming day on the TV Media indicated in the offer. The Sponsoring Operations so-called « événementielle » describes a Sponsorship device around a Program with no programming day known at the Offer's date of publication. If a Sponsoring Operations so-called « événementielle », because of the scheduling of the Program, replaces an Sponsoring Offer « de case », already subscribed by a Sponsor, priority will be given to the Sponsor who subscribed an Offer « événementielle ». An alternative will then be proposed to the Sponsor who subscribed the Offer « de case » and it will not be entitled to reimbursement of its sponsorship device.

TF1 Publicité reserves the possibility of publishing Sponsoring Offers which, in the case of so-called "event" programming, could be open to one or more other Sponsors with different Sector Codes even when the concerned Programme was the subject of a Sponsoring Contract signed by a Sponsor (hereinafter "the Initial Sponsor"). The expression "Event programming" refers to programming at the initiative of the TV medium, of a full programme unit respecting its chronology. In this context, the Initial Sponsor shall benefit from a discount of 20% on the sums due in terms of broadcasting of the Sponsoring Operation over the period open to co-sponsoring, to the exclusion of any other compensation.

The discount of 20% will be applied to the Gross Price of the Sponsorship Operation and must be reinvested by the Original Sponsor in the form of free sponsorship slots during the period in which the Sponsorship Operation takes place.

TF1 Publicité will inform the Original Sponsor of the Programmes available for the programming of its free sponsorship slots.

Subject to availability in the schedule, the Original Sponsor will inform TF1 Publicité of its programming wishes in relation to the said slots, at the latest three (3) weeks before their date of broadcast. Technical expenses associated with such slots will be payable by the Original Sponsor.

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In general, and except where explicitly stated otherwise in the Sponsoring Offer, any Programme proposed for Sponsoring by TF1 Publicité may be the subject of a reservation request with option taking. Nevertheless, TF1 Publicité shall reserve the right to occasionally exclude the possibility of reservation with option taking. In such a case, it shall inform the Sponsor and/or its Agent by stipulating this in the Sponsoring Offer.

In any event, in the case of a Sponsoring Offer with option taking, the Sponsor and/or its Agent may waive option taking and directly proceed with a firm purchase.

In addition, it is indicated that any Sponsoring Offer qualified as "Net end of order" may only vary in terms of the increases resulting from the Sponsoring Commercial Conditions of the TV medium concerned, to the exclusion of any other discount and/or premium of any type whatsoever.

Other than the Sponsoring Offers that TF1 Publicité may publish for the Programmes of a TV medium, TF1 Publicité may offer Sponsors the possibility of implementing a personalized Sponsoring Operation that is adapted to their specific requirements but respects the limits imposed by regulations applicable to the TV medium concerned as well as its editorial line. TF1 Publicité shall send the Sponsor a detailed Sponsoring Offer corresponding to the project agreed jointly with the Sponsor and/or its Agent. Except where explicitly stated otherwise in the Sponsoring Offer, the price indicated corresponds to the sole price of the Sponsoring Operation, to the exclusion of all other costs, in particular the technical costs of producing the audiovisual sponsoring and broadcasting elements.

### 4. PRICES – COMMERCIAL CONDITIONS

#### 4.1 PRICES

The prices communicated exclude VAT and any newly created tax or duty that could be due at the time of broadcasting of the Sponsoring Operation.

#### 4.2 COMMERCIAL CONDITIONS

##### 4.2.1 GENERAL

TF1 Publicité publishes the commercial conditions applicable to the Sponsoring Operations (hereinafter the "Sponsoring Commercial Conditions") specific to each TV medium which are available on the TF1 Publicité Internet site at the following address: <http://www.tf1pub.fr>.

The Sponsoring Commercial Conditions indicated for a TV medium apply to any investment made by a Sponsor in Sponsoring on the said TV medium in 2012. They do not apply to the technical costs resulting from execution of the said Sponsoring Operations. The Sponsoring Commercial Conditions specific to each TV medium indicate if the said conditions are exclusive of each other or if they can be combined.

The Sponsoring Commercial Conditions specific to a TV medium may not be combined with the Commercial Conditions applicable to the sale of a Sponsoring Operation on another TV medium nor with those applicable to other marketing methods on other media whose Advertising is managed by TF1 Publicité. Likewise, the Commercial Conditions specific to a TV medium shall apply Sponsor by Sponsor.

The Sponsoring Commercial Conditions of a TV medium shall not apply to investments in sponsoring made by a Sponsor with TF1 Publicité in the context of a specific Sponsoring Operation (package in particular) which TF1 Publicité could offer.

Attribution of the Sponsoring Commercial Conditions depends on payment, to TF1 Publicité, at due date, of all the invoices issued. Sums paid late shall be systematically deducted from the bases used to calculate the bonuses and discounts. The benefit of discounts shall be refused to any Sponsor which has not paid the full amount of its invoices at due date as well as any late-payment interest due to TF1 Publicité.

##### 4.2.2 COMMERCIAL CONDITIONS FOR TV MEDIA

Except where explicitly stated otherwise, each condition detailed hereafter shall only apply to the TV medium concerned in the case where such a condition is mentioned in the Sponsoring Commercial Conditions of the said TV medium.

###### 4.2.2.a) REFERENCE ALLOWANCE

Every Sponsor present on a TV Medium shall benefit from a reference allowance of 15% on the invoice, applied to the "gross turnover negotiated" with TF1 Publicité concerning the TV medium. The technical costs resulting from execution of Sponsoring Operations shall not benefit from this discount.

###### 4.2.2.B) NEW SPONSOR BONUS

###### NEW TF1 SPONSOR BONUS

Any new Sponsor investing in sponsorship on the TF1 Channel in 2012 will have the benefit of a "New TF1 Sponsor" bonus of 10% calculated according to its Gross Price revenue.

New TF1 Sponsor means any Sponsor not involved in sponsorship on the TF1 Channel during 2011.

The following will not be considered as New TF1 Sponsors by TF1 Publicité:

- Sponsors that change their company name in 2012;
- Sponsors that in 2012 advertise for a brand that was already the subject of sponsorship advertising or so-called "traditional" advertising slots on the TF1 Channel in 2011;
- Sponsors that in 2011 already advertised in so-called "traditional" advertising slots on TV Media whose advertising is run by TF1 Publicité.

The New TF1 Sponsor bonus will be paid in the form of free sponsorship slots provided in addition to the Sponsor's Sponsorship Operation.

The free sponsorship slots must be programmed by the Sponsor during the period in which the Sponsorship Operation takes place, subject to availability in the schedule. It is agreed that free sponsorship slots may only be programmed within Programmes broadcast on the TF1 Channel from Monday to Friday before 6 p.m. and TF1 Publicité will inform the Sponsor of the Programmes available for such programming. The Sponsor will inform TF1 Publicité of its wishes in relation to such programming at the latest three (3) weeks before the date of broadcast of the said free sponsorship slots. If the Sponsor fails to comply with the programming conditions set out above, TF1 Publicité will be entitled to refuse the benefit of the New TF1 Sponsor bonus.

The New TF1 Sponsor bonus does not apply to Offers of Sponsorship valued on a "Net End of Order" basis, or to Sponsorship Operations relating to short programmes. The New TF1 Sponsor bonus does not apply to Sponsors in sectors which, on the date of publication of the general conditions of sale, are authorised to advertise on television on 1 January 2012. Technical expenses resulting from the carrying out of Sponsorship Operations do not benefit from this bonus.

###### NEW THEMATIC SPONSOR BONUS

Any new Sponsor investing in sponsorship on one or more Thematic Channels in 2012, will have the benefit of a "Nouveau Thematic Sponsor" bonus of 15% calculated according to its Gross Price Revenue.

New Thematic Sponsor means any Sponsor not involved in sponsorship on the Thematic Channels in 2011.

The following will not be considered as New Thematic Sponsors by TF1 Publicité:

- Sponsors that change their company name in 2012;
- Sponsors that in 2012 advertise for a brand that has already been the subject of sponsorship advertising or so-called "traditional" advertising slots on Thematic Channels;
- Sponsors that IN 2011 have already advertised in so-called "traditional" advertising slots on TV Media whose advertising is run by TF1 Publicité.

The New Thematic Sponsor bonus will be paid in the form of free sponsorship slots provided in addition to the Sponsor's Sponsorship Operation.

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The free sponsorship slots must be programmed by the Sponsor during the period in which the Sponsorship Operation takes place, subject to availability in the schedule. It is agreed that free sponsorship slots may only be programmed within Programmes broadcast on the Thematic Channel to which the Sponsorship Operation relates, and TF1 Publicité will inform the Sponsor of the Programmes available for such programming. The Sponsor will inform TF1 Publicité of its wishes in relation to such programming at the latest three (3) weeks before the date of broadcast of the said free sponsorship slots.

If the Sponsor fails to comply with the programming conditions set out above, TF1 Publicité will be entitled to refuse the benefit of the New Thematic Sponsor bonus. The New Thematic Sponsor bonus does not apply to Offers of Sponsorship valued on a "Net End of Order" basis, or to Sponsorship Operations relating to short programmes. The New Thematic Sponsor bonus does not apply to Sponsors in sectors which, on the date of publication of the general conditions of sale, are authorised to advertise on television on 1 January 2012. Technical expenses resulting from the carrying out of Sponsorship Operations do not benefit from this bonus.

### 4.2.2.C) CENTRALISATION BONUS

Any Sponsor that in 2012 entrusts the arrangement of its Sponsorship Operations on a TV Medium to a Representative who:

- holds a number of mandates, regardless of whether they are in so-called "traditional" advertising slots or in sponsorship, and

handles all the following tasks:

- the purchase of Sponsorship Operations,
- the reservation of Sponsorship Operations,
- the signature of the Sponsorship Agreement and its amendments,
- the management and monitoring of the Sponsorship Agreement,
- the management and control of invoices issued in the name of the Sponsor, and
- checking that the said invoices are paid on their due date (regardless of whether the Representative is responsible for paying the said invoices),

will have the benefit of a discount calculated on its "Gross Negotiated" sponsorship revenue excluding VAT contracted with TF1 Publicité in 2012 in relation to the TV Medium, less the standard discount and all bonuses granted by TF1 Publicité.

Technical expenses resulting from the carrying out of such Sponsorship Operations do not benefit from this discount.

This discount will only be granted if TF1 Publicité is in possession of a certificate of appointment in accordance with the standard form attached in an Appendix to these general conditions of sale.

Non-compliance with any of the conditions set out above will result in the benefit of this discount being lost, whether such non-compliance is attributable to the Sponsor or to the Representative.

This discount will be deducted from invoices in accordance with Article 7 "Financial Conditions" of these general conditions of sale, insofar as it can be calculated upon the issue of such invoices. If this is not the case, it will be paid to the Sponsor by way of a credit note issued in the first quarter of 2013.

## 5. ESTABLISHMENT OF THE SPONSORING CONTRACT

### 5.1 RESERVATION REQUEST

The Sponsor and/or its Agent declares and guarantees that it has all the rights necessary to sign a Sponsoring Contract and to accept these general sales conditions.

#### 5.1.1 RESERVATION REQUEST WITH OPTION TAKING

##### 5.1.1.a) CONDITIONS

For every Sponsoring Offer with option taking, the Sponsor and/or its Agent, interested in one or more of the Programmes offered in Sponsoring on a TV medium, shall send TF1 Publicité a reservation request with option taking by all written means used in the profession, except where explicitly stated otherwise in the Sponsoring offer, indicating:

- The name of the Programme(s) Sponsored
- The action period of the Sponsoring Operation,
- The name of the Sponsor,
- The trade mark of the product or service concerned by the Sponsoring Operation,
- the Sector Code of the product or service to whose trademark the Sponsorship Operation relates.

And, where the option is taken by the Agent of the Sponsor, along with an original of the agency contract certificate complying with the model enclosed in the Appendix.

Any reservation request with option taking which does not contain all the information mentioned previously and is not accompanied, where necessary, by an original of the agency contract certificate, shall not be accepted by TF1 Publicité.

TF1 Publicité will verify the accuracy of the information communicated by the Sponsor and/or its Representative when reservation application is made, and will, if necessary, make the required corrections. In this respect, TF1 Publicité may in its sole discretion judge the relevance of the Sector Code or Codes declared by the Sponsor and/or its Representative and, if necessary, may correct the said Sector Codes when they do not correspond to the real situation of the trademark of the product or service the subject of the Sponsorship Operation

Option taking is personal to the Sponsor and may not be transferred under any circumstances. It should be signed by the Sponsor and/or its Agent.

Any reservation request made by a Sponsor and/or its Agent less than four (4) weeks before the start of a Sponsoring Operation whose period is four (4) weeks or less may not be the subject of a reservation request with option taking.

##### 5.1.1.b) PRIORITY RULES

Reservation requests with option taking are taken into account according to their chronological order of arrival at TF1 Publicité on the basis of the date and time of reception by TF1 Publicité.

Where the same Sponsoring Offer involves several reservation requests with option taking, TF1 Publicité shall give each request a rating according to the rules of priority indicated hereafter:

- For an equal action period, TF1 Publicité shall give a priority rating to the reservation request with option taking for a Sponsoring Operation whose period starts the earliest
- For different action periods, TF1 Publicité shall give a priority rating to the reservation request with option taking for the Sponsoring Operation which has the longest action period.

If two (2) Sponsors with the same sector Code issue a booking request with an option on the same Programme, priority will be given to the Sponsor with the option rank which has priority as stated in the present article. In any case, two (2) Sponsors with the same sector Code cannot broadcast in the same Programme.

##### 5.1.1.c) VALIDATION DEADLINE FOR THE BOOKING REQUEST WITH OPTION

Every reservation request with option taking should be confirmed by the Sponsor and/or its Agent within ten (10) working days of its reception by TF1 Publicité (hereinafter the "Confirmation deadline").

In the event of a reservation application with a take-up of option made at least four (4) weeks from the commencement of a Sponsorship Operation whose duration is greater than four (4) weeks, the Confirmation Period will be reduced to five (5) days.

In the case of an "Event-type" Sponsorship Offer, no booking request with an option is possible under four (4) weeks from the start of a sponsorship Operation.

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When no such written confirmation is received within the previously-mentioned deadline, the reservation request with option taking shall become invalid. Consequently, the Sponsor shall lose its priority option rating and TF1 Publicité shall once again be free to dispose of the Sponsoring of the Programme(s) concerned.

A reservation request with option taking cannot be renewed or extended. Under no circumstances may the Sponsor and/or its Agent transfer the benefit of the reservation request with option taking to another Sponsor or third party.

Confirmation of option taking shall commit the Sponsor and its Agent. It shall imply full acceptance of the Sponsoring Commercial Conditions of the TV medium concerned and these general sales conditions, as well as respect of legal, statutory, professional national and EU provisions.

### 5.1.1.d) FIRM PURCHASE REQUEST DURING THE OPTION TAKING CONFIRMATION PERIOD

Where, during the confirmation period for a reservation request with option taking, a Sponsor wishes to make a firm purchase of a Programme which has already been the subject of a reservation request with option taking, TF1 Publicité shall apply the following priority rules:

- If the firm purchase request concerns a Sponsoring Operation whose action period is shorter than that of the Sponsoring Operation(s) which have a priority option rating, TF1 Publicité may not accept the firm purchase request until the end of confirmation period given for the request for reservation with option taking that was already registered.
- If the firm purchase request concerns a Sponsoring Operation whose action period is at least equivalent to that of the Sponsoring Operation(s) which have a priority option rating, TF1 Publicité shall warn the Sponsor(s) and/or their Agent, who benefit from the priority option rating, of the existence of such a request. The Sponsor(s) and/or their Agent, who benefit from a priority option rating shall then have a period of two (2) working days within which to confirm their option taking and to convert it to a firm purchase, respecting the option ratings initially attributed. After this period, the option taking shall be invalid and the Sponsor(s) and/or their Agent may no longer benefit from it.
- If the firm purchase request concerns a Sponsoring Operation whose action period is longer than that of the Sponsoring Operation(s) which benefit from a priority option rating, TF1 Publicité may accept the firm purchase request without waiting for the end of the confirmation period granted for the request(s) for reservation with option taking already registered.

### 5.1.2 RESERVATION WITHOUT OPTION TAKING

#### 5.1.2.a) CONDITIONS

For Sponsoring Offers with no possibility of option taking, or in the case where the Sponsor and/or its Agent waive the possibility of option taking, the Sponsor and/or its Agent interested in the firm purchase of a Programme proposed in Sponsoring on a TV Medium shall send TF1 Publicité a firm purchase request by all written means used in the profession, indicating:

- The name of the Programme(s) Sponsored
- The action period of the Sponsoring Operation,
- The name of the Sponsor,
- The trade mark of the product of service interested in a Sponsoring Operation,
- the Sector Code of the product or service to whose trademark the Sponsorship Operation relates

and, where the request is made by the Agent of the Sponsor, it should be accompanied by an original of the agency contract certificate in compliance with the model enclosed in the Appendix.

A firm purchase request which does not contain all the information mentioned previously and is not accompanied, where necessary, by an original of the agency contract certificate, shall not be accepted by TF1 Publicité.

TF1 Publicité will verify the accuracy of the information communicated by the Sponsor and/or its Representative when reservation application is made, and will, if necessary, make the required corrections. In this respect, TF1 Publicité may in its sole discretion judge the relevance of the Sector Code or Codes declared by the Sponsor and/or its

Representative and, if necessary, may correct the said Sector Codes when they do not correspond to the real situation of the trademark of the product or service the subject of the Sponsorship Operation

The firm purchase request is personal to the Sponsor and may not be transferred under any circumstances. It should be signed by the Sponsor and/or its Agent.

#### 5.1.2.b) PRIORITY RULES

Firm purchase requests are taken into account according to their chronological order of arrival on the basis of the date and time of reception by TF1 Publicité.

A firm purchase request shall commit the Sponsor and its Agent. It shall imply full acceptance of the Sponsoring Commercial Conditions of the TV medium concerned and these general sales conditions, as well as respect of legal, statutory, professional national and EU provisions applicable in such matters.

#### 5.1.3 INTERVENTION OF AN AGENT

In compliance with Act n°93-122 of January 29, 1993, called the Sapin Act, a Sponsor may purchase Classic Space on a TV Medium, either directly from TF1 Publicité or through an Agent duly appointed by it, under the terms of a written agency contract. In the case of intervention of an Agent, the Sponsor should inform TF1 Publicité of the existence of the written agency contract and the limit it intends to establish for it by means of an agency contract certificate, complying with the model enclosed in the Appendix.

Sponsors must send their agency agreement to TF1 Publicité, by post, marked for the attention of the TF1 Publicité Sales Department at 1 quai du point du jour, 92100 Boulogne. It must be duly completed for a calendar year and signed by the Sponsor and the Agent. In any event, the Sponsor will remain liable to TF1 Publicité and must perform the obligations contracted in its name and on its behalf by its Agent.

The Sponsor shall agree to inform TF1 Publicité of any change or cancellation of an agency contract during a campaign by sending a registered letter with returned receipt. This change of situation may only be enforced against TF1 Publicité as from the date when the said letter is received by TF1 Publicité.

### 5.2 ESTABLISHMENT OF THE SPONSORING CONTRACT

The firm purchase of a Sponsoring Operation shall lead to TF1 Publicité establishing a Sponsoring Contract as soon as possible.

The Sponsoring Contract will specify the provisions and conditions of execution of the Sponsoring Operation.

The Sponsoring Contract issued by TF1 Publicité should be signed by the Sponsor and/or its Agent within fourteen (14) calendar days of its establishment and, at the latest, before the date of the first broadcasting of the Sponsored Programme or the first recording of the Sponsored Programme. Failing this, the TF1 Publicité proposal shall be invalidated and TF1 Publicité may once again be free to dispose of the Sponsoring of the Programme concerned.

Except where explicitly stated otherwise in the Sponsoring Contract, the Sponsor shall not benefit from any priority regarding renewal of a Sponsoring Operation. Long-term Sponsoring Operations (meaning those which last at least six (6) consecutive months) could benefit from priority renewal at the end of the initial Sponsoring Contract but only in the case of extension of the said initial contract, meaning where it is continued non-stop. In such a case, the initial Sponsoring Contract should indicate its renewal conditions and the Sponsor shall agree to inform TF1 Publicité in writing of its intention to renew the said contract, while respecting the said conditions. Where the Sponsor and/or the Agent fails to notify TF1 Publicité in writing, under the conditions stated in the initial Sponsoring Contract, of its intention to extend the Sponsoring Operation, TF1 Publicité shall consider the Sponsoring Contract as terminated and may be free to dispose of Sponsoring of the Programme concerned and to offer it on the market.

### 5.3 VALIDATION OF THE SPONSORING CONTRACT

TF1 Publicité shall reserve the right to dispose of the Sponsoring of the Programme stipulated in the Sponsoring Contract as long as the Sponsor and/or its Agent has not returned a signed copy of the Sponsoring Contract.

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Signature of a Sponsoring Contract by the Sponsor or its Agent shall imply acceptance of Sponsoring Commercial Conditions of the TV medium concerned and these general sales conditions, as well as respect of legal, statutory, professional national and EU provisions applicable in such matters.

The Sponsoring Contract is personal to the Sponsor. Under no circumstances may it be transferred in any form whatsoever and in any respect whatsoever, whether free or on a paid basis, under penalty of immediate cancellation of the Sponsoring Contract with no prior notice. Where the Sponsor is affected by a change of owner or a business transfer during execution of the contract, it shall be bound to execute the provisions of the Sponsoring Contract until the expiry date thereof, and shall remain personally responsible in such respect.

Except where explicitly stated otherwise, the Sponsoring Contract is specific to each TV medium. No transfer may be made between one TV medium and another.

### 5.4 MODIFICATION/CANCELLATION OF THE SPONSORING CONTRACT

#### 5.4.1. CANCELLATION OF THE SPONSORING CONTRACT AT THE INITIATIVE OF THE SPONSOR

##### 5.4.1.a) CANCELLATION OF THE SPONSORING CONTRACT BEFORE THE SPONSORING OPERATION STARTS

Where a Sponsor is obliged to cancel its Sponsoring Contract or to cancel its confirmed option taking, or its firm purchase request before the start of the Sponsoring Operation stipulated in the Sponsoring Contract (or in the reservation request with option taking or in the firm purchase request), meaning before broadcasting of the first Sponsored Programme or its registration, the Sponsor should inform TF1 Publicité by all written means used in the profession, confirmed by registered letter with returned receipt, and should pay the following sums:

- 10% of the amount of the Sponsoring Operation cancelled if cancellation takes place **more than one hundred and twenty (120) calendar days** before Broadcasting of the Sponsoring Operation concerned
- 25% of the amount of the Sponsoring Operation cancelled if cancellation takes place **between the 120<sup>th</sup> day and the 90<sup>th</sup> calendar day** before Broadcasting of the Sponsoring Operation concerned
- 50% of the amount of the Sponsoring Operation cancelled if cancellation takes place **between the 90<sup>th</sup> day and the 60<sup>th</sup> calendar day** before Broadcasting of the Sponsoring Operation concerned
- 75% of the amount of the Sponsoring Operation cancelled if cancellation takes place **between the 60<sup>th</sup> day and the 30<sup>th</sup> calendar day** before Broadcasting of the Sponsoring Operation concerned
- 100% of the amount of the Sponsoring Operation cancelled if cancellation takes place **less than thirty (30) calendar days** before Broadcasting of the Sponsoring Operation concerned

In any event, the Sponsor shall be bound to pay all the technical costs incurred in terms of the Sponsoring Operation cancelled.

Furthermore, the implementation of the provisions of this Article does not preclude the application of late payment penalties as provided by Article 7.2 of these general conditions of sale.

##### 5.4.1.b) CANCELLATION OF THE SPONSORING CONTRACT DURING EXECUTION

Where a Sponsor is obliged to cancel its Sponsoring Contract during execution of the Sponsoring Operation, it should inform TF1 Publicité by all written means used in the profession, confirmed by registered letter with returned receipt, and should pay the following sums:

- 100% of the price invoiced by TF1 Publicité to the Sponsor in terms of programmes broadcast **until the cancellation date**
- 100% of the price that TF1 Publicité could have invoiced for broadcasts that could have taken place **in the four (4) weeks following cancellation of the Sponsoring Operation**
- 50% of the price that TF1 Publicité could have invoiced for broadcasts that could have taken place **between the fifth week following cancellation and the expiry date of the Sponsoring Operation** as stipulated in the Sponsoring Contract.

Furthermore, the implementation of the provisions of this Article does not preclude the application of late payment penalties as provided by Article 7.2 of these general conditions of sale.

### 5.4.2 MODIFICATION/CANCELLATION AT THE INITIATIVE OF TF1 PUBLICITE

#### 5.4.2.a) CANCELLATION DUE TO A CHANGE IN SCHEDULING

TF1 Publicité and the TV Medium or TV Media concerned may have occasion to cancel the broadcast of Programmes, resulting in a reduction in the number of credits broadcast and/or of quotations particularly due to event and/or exceptional programming.

TF1 Publicité shall send the Sponsor and/or its Agent a rectifying Sponsoring Contract. The Sponsor and/or its Agent shall have a period of two (2) working days to accept or refuse the said modifications. In the case of agreement, the Sponsor and/or the Agent shall return to TF1 Publicité the rectifying Sponsoring Contract duly signed and the modifications shall apply to the Sponsoring Operations broadcast from the date when the said modifications come into effect.

Where refusal is notified in writing within the two (2) working days mentioned previously, TF1 Publicité may rightfully cancel the Sponsoring Contract and only the Programmes broadcast up to the date of termination of the Sponsoring Contract or those recorded before the date when the Sponsor notifies its refusal, or those not yet broadcast on the date of termination of the Sponsoring Contract shall be invoiced. Accordingly, TF1 Publicité will issue a credit note in respect of the other Programmes not broadcast that are the subject of the Sponsorship Agreement.

Where no answer is received from the Sponsor and/or its Agent within two (2) working days of the rectifying Sponsoring Contract being dispatched, this shall be considered as acceptance by the latter. Consequently, TF1 Publicité shall execute the rectifying Sponsoring Contract and the Sponsor shall be bound to pay the total amount of the Sponsoring Operation stipulated in the rectifying Sponsoring Contract.

The Sponsor shall in no circumstances be entitled to claim any compensation by reason of the application of this Article.

In any event, the Sponsor, its Agent or any interested third party may not be entitled to claim any damages whatsoever, under any circumstances, in the case where the Sponsoring Operation is promoted by the Sponsor on media other than the TV medium (examples: publication of small posters, brochures, etc.).

#### 5.4.2.b) MODIFICATION/CANCELLATION FOLLOWING A DECISION BY THE CSA OR A CHANGE IN TV SPONSORING REGULATIONS

Where a Sponsoring Operation being broadcast on the TV medium concerned is prohibited by decision of the authorities (CSA), TF1 Publicité shall immediately stop the Sponsoring Operation and the parties to the Sponsoring Contract shall not be entitled to claim any compensation whatsoever from the other party as a result of this. The costs relative to development and production of the Sponsoring Elements shall remain due by the Sponsor.

Where a decision made by the CSA changes TV Sponsoring regulations, due to which the Sponsoring Contract cannot be continued under the conditions initially agreed, TF1 Publicité shall inform the Sponsor and the parties shall meet to study the arrangements necessary to continue the on-going Sponsoring Operation in compliance with the new regulations.

Where the arrangements agreed by the parties imply technical costs or changes in the Sponsoring Elements, they shall remain incumbent on the Sponsor.

Where the Sponsor fails to agree to the necessary arrangements, the Sponsoring Contract shall be legally cancelled and the Sponsor shall owe the total amount of the sums due in terms of the broadcasts which have taken place. However, the Sponsor and/or its Agent shall not be entitled to claim any compensation due to this.

If a decision of the CSA or a regulation should relax the provisions of Decree no. 92-280 dated 27 March 1992 applicable to sponsorship, the parties may either keep the Sponsorship Operation in accordance with the terms of the original Sponsorship Agreement, or enter into a new agreement on new terms.

## 2012 General Sales Conditions – Sponsoring

### 5.4.3 CANCELLATION OF THE SPONSORSHIP AGREEMENT BY REASON OF A PANDEMIC

TF1 Publicité's business continuity plan subscribes to the objectives of the national "Influenza Pandemic" prevention plan regularly published and updated on the government website at [www.pandemie-grippale.gouv.fr](http://www.pandemie-grippale.gouv.fr), which is intended to preserve the continuity of the nation's economic and social life. Under this plan, television is regarded as one of the essential services that cannot be interrupted having regard to the primacy of the information provided to the public. Consequently, in the event of a pandemic, TF1 Publicité will only consider requests for the cancellation of a Sponsorship Agreement as a result of national authorities taking measures restricting activities, in compliance with the said measures and in the light of the whole of these general conditions of sale.

### 5.5 RESERVATIONS REGARDING ACCEPTANCE OF THE SPONSORING OPERATION

TF1 Publicité shall reserve the right to refuse the presence of a Sponsor which could invoke, in any respect whatsoever, its liability, its ethical standards or, more generally, its interests or those of the TV medium and its publisher.

In addition, it is recalled that since the TV Media may not promote, either direct or indirectly, their competitors, their products or their services or, more generally, their activity, TF1 Publicité shall reserve the right to refuse to broadcast the presence of a Sponsor or to execute a Sponsoring Operation which could lead to the direct or indirect promotion, on the TV Media, of a competitor of the TV medium, or reminders or elements of a Programme, a broadcast, a section or article, whose rights are held by a competitor of the TV medium or which features a well-known presenter, employee, programme, etc. of a competitor of the TV medium.

TF1 Publicité shall also reserve the right to refuse to broadcast, in the context of a Programme:

- Any Sponsoring Operation which denigrates the said Programme and/or the TV medium in general
- Any Sponsoring Operation liable to harm the image of the said Programme and/or that of the TV medium in general.

More generally, TF1 Publicité shall reserve the right to refuse to broadcast any Sponsoring Operation which contains elements liable to interfere with the rights or interests of others.

## 6. EXECUTION OF THE SPONSORING CONTRACT

### 6.1 DELIVERY OF THE SPONSORING ELEMENTS

For application of these general sales conditions, the expression "Sponsoring Elements" designates all the tangible elements necessary for Broadcasting the Sponsoring Operation on the TV medium concerned as well as the content of the Sponsoring Operation itself.

#### 6.1.1 DEVELOPMENT-PRODUCTION OF SPONSORING ELEMENTS

The Sponsoring Elements (trailers, billboards, game or competition programmes) have to be established through cooperation between TF1 Publicité, the TV medium concerned by the Sponsoring Operation and the Sponsor.

If on an exceptional basis, the Sponsor uses a production company other than the one referred to above for the production of the Sponsorship Content, TF1 Publicité will be entitled to refuse any Sponsorship Content that is not in accordance with the editorial policy of the TV Media concerned, and in general with Article 6.1.3 of these general conditions of sale. Similarly, TF1 Publicité may ask the Sponsor to make any changes to the Sponsorship Content that it considers necessary, on the understanding that such changes will be made at the Sponsor's sole expense.

In any event, a special agreement must be entered into between the Sponsor and the said production company and/or TF1 Publicité.

In any event, the Sponsoring Elements shall remain under the sole responsibility of the Sponsor which shall guarantee TF1 Publicité and the TV medium concerned against all recourse.

### 6.1.2 CONDITIONS OF DELIVERY OF THE SPONSORING ELEMENTS

The Sponsoring Elements should be delivered ready-to-use to TF1 Publicité by the Sponsor or its Agent at the latest ten (10) working days before the date of the first Broadcasting of the Sponsored Programme or the first recording of the Sponsored Programme, in one copy, to the following address: TF1 Publicité – 1, quai du Point du jour - 92656 BOULOGNE Cedex.

After the previously mentioned period of ten (10) days, if TF1 Publicité has not received all the Sponsoring Elements necessary for the Broadcast, TF1 Publicité will have the option not to broadcast the Sponsorship Operation concerned.

In any event, the Sponsor shall be due to pay the full price of the Sponsoring Operation concerned, it being understood that neither the Sponsor, its Agent nor any third party shall be entitled to claim any compensation or damages whatsoever due to this.

It is explicitly agreed that under no circumstances may TF1 Publicité and the TV medium be held responsible for any loss or damage suffered by the Sponsoring Elements delivered at the time of execution of the Sponsoring Contract. In addition, TF1 Publicité shall reserve the right to keep the Sponsoring Elements delivered by the Sponsor and/or its Agent at the end of execution of the Sponsoring Contract or to destroy the said Elements.

When a Sponsoring Contract includes contributions, the Sponsor shall be bound to respect its obligations in regard to the winner(s) within the deadlines stipulated in the rules of the game deposited with a competent bailiff and at the latest sixty (60) calendar days after the date when the Sponsored Programme is broadcast and TF1 Publicité shall reserve the right to ask the Sponsor to deliver the contributions before the Sponsored Programme is recorded and, in such a case, at the latest eight (8) calendar days before the recording date. In any event, the Sponsor shall be solely responsible for delivery of the contributions to the winner(s). Consequently, the Sponsor shall be responsible for the material management of the contributions and the costs of bailiffs. The Sponsor shall guarantee the TV medium concerned and TF1 Publicité against any recourse, claims and/or all actions which could be taken by the winner(s) and/or any third party and shall be solely responsible for all the detrimental consequences linked to the delivery and/or use of the contributions by the winner(s) or any other person.

Where the contributions are not delivered within the previously-mentioned deadline of sixty (60) calendar days, TF1 Publicité shall reserve the right, fifteen (15) calendar days after sending the Sponsor formal notice by registered letter with returned receipt – to discharge its obligations in regard to the winner(s) which have not been respected, and to compensate for the Sponsor's default. In any event, under no circumstances may the defaulting Sponsor oblige TF1 Publicité to obtain supplies from it or any other supplier. TF1 Publicité shall remain free to choose its supplies and the contribution(s) it may offer to the winner(s) as replacement(s) or a substitution contribution which shall remain fully incumbent on the Sponsor. As such, TF1 Publicité shall invoice the Sponsor for all the costs incurred (contribution, transport, customs duty, etc.). The Sponsor shall then have a period of ten (10) calendar days to pay the said invoice. After this deadline, late-payment interest calculated according to article 17 "Financial Conditions" hereof shall be due by the Sponsor without prejudice to all other damages.

### 6.1.3 COMPLIANCE OF THE SPONSORING OPERATION

#### 6.1.3.a) RESPECT OF INTELLECTUAL PROPERTY AND ARTISTIC RIGHTS AND PERSONALITY RIGHTS

The Sponsor guarantees that it holds all the rights necessary to use the Sponsoring Elements on the TV Media and, more particularly, the rights of reproduction, adaptation, broadcasting, representation and, more generally, all the intellectual property rights relative to the distinctive signs (trade marks, logos), videos, photos, musical and other creative elements constituting the Sponsoring Operation as well as any personality rights whatsoever, in particular image rights and/or respect of private life.

Consequently, the Sponsor guarantees TF1 Publicité and the TV Media against any claims or actions by all third parties, in particular authors, composers, singer-songwriters, performers, publishers, producers and; more generally, any person who claims to have been harmed by the Sponsoring Operation and its use in any way whatsoever.

## 2012 General Sales Conditions – Sponsoring

In this respect, the Sponsor shall agree to compensate TF1 Publicité and/or the TV Media concerned for the amount of any compromise settlement or definitive sentence, in principal, interest and accessories, pronounced against TF1 Publicité and/or the TV Media concerned on the basis of legal action taken by any persons who claims to have been injured by the Sponsoring Operation in any way whatsoever, and to pay all the costs and fees which could be incumbent on the Sponsor directly or on TF1 Publicité or the TV medium concerned.

In addition, the Sponsor shall agree to inform TF1 Publicité, by e-mail or fax, confirmed by registered letter with returned receipt, of any complaint, pre-litigation claim, litigation, action or court case relative, in any way whatsoever, to the Sponsoring Operation or the products or services which are promoted through the Sponsoring Operation so as to enable TF1 Publicité and the TV Media concerned to exercise their rights.

### 6.1.3.b) RESPECT OF APPLICABLE LEGISLATION

In general, the Sponsor shall guarantee that the Sponsoring Operation, including the Sponsoring Elements, in no way contravenes any legislation, statutory, administrative and/or professional regulations in force which are applicable in such matters. The Sponsor shall guarantee that the Sponsoring Operation does not include any information or element that is liable to be defamatory, counterfeit and/or which infringes the law or moral standards and, in general, shall guarantee that the Sponsoring Elements respect the terms of the agreements signed by the TV Media and the CSA.

In this respect TF1 Publicité shall reserve the right to perform any control or have it performed, by all appropriate means of its choice, in order to ensure compliance of the Sponsoring Operation.

In any event, the Sponsor shall guarantee TF1 Publicité and the TV Media concerned against any claim or action whatsoever due to the Sponsor's failure to respect the obligations of this article.

The Sponsor shall agree to compensate TF1 Publicité and/or the TV Media concerned for the amount of any compromise settlement or definitive sentence, in principal, interest and accessories, pronounced against TF1 Publicité and/or the TV Media concerned on the basis of legal action taken by a third party due to the Sponsor's failure to respect its obligations mentioned in this article and to pay all the costs and fees which could be incumbent on the Sponsor directly or on TF1 Publicité or the TV medium concerned.

Finally, TF1 Publicité and the TV Media shall keep the technical, artistic and editorial responsibility for the Programmes sponsored by the Sponsor on the TV Media concerned.

As such, the Sponsor shall not be entitled to make any claim whatsoever regarding the Programmes sponsored.

In this respect, the Sponsor shall have no influence on the content or scheduling of the Programmes it sponsors, nor to object to any use whatsoever that the TV medium may make of the Programmes sponsored nor claim to have any share in terms of the said use.

## 6.2 BROADCASTING OF THE SPONSORING OPERATION

### 6.2.1 COMMITMENTS OF TF1 PUBLICITÉ

The obligation of TF1 Publicité shall only concern Broadcasting of the Sponsoring Operations on the TV Media as mentioned in the Sponsoring Contract, to the exclusion of any commitment in matters of broadcasting times and audience performance. The scheduled times of the sponsored Programmes, shown in the Sponsoring Contract are only given as an indication. This shall also apply to any audience estimates in relation to sponsored broadcasts provided that the Sponsor's request regarding the channel's reference targets (or any other target defined as such by TF1 Publicité).

Any document prepared by the Representative for its clients and reproducing all or part of any audience estimates provided by TF1 Publicité will be the sole responsibility of the Representative and will not be enforceable by the Sponsor against TF1 Publicité.

In any event, the Sponsor may not invoke any change of time or day in order to request a change in the stipulations of the Sponsoring Contract such as, in particular, the price of the Sponsoring Operation, or cancellation of the Sponsoring Contract.

In addition, TF1 Publicité shall not guarantee the success of the Sponsoring Operation or the results obtained by the Sponsor and, in general, its liability may not be invoked in the case of indirect damaged suffered by the Sponsor in the context of the Sponsoring Operation on the TV Media.

Consequently, every Sponsoring Operation shall be broadcast under the sole responsibility of the Sponsor which, in addition, shall be responsible for any consequences of inspections made by the authorities.

### 6.2.2 CLAIMS RELATIVE TO THE SCHEDULING AND/OR BROADCASTING OF A SPONSORING OPERATION ON A TV MEDIUM

TF1 Publicité, in its capacity as an advertising company, is only bound by an obligation to use its best endeavours as regards the broadcast of the Sponsorship Operations on the TV Medium or Media Concerned. Accordingly it cannot be held liable, in particular, in the event of breakdown of the technical infrastructures of the TV Medium or Media concerned and/or of the broadcasters or distributors of the TV Medium or Media concerned.

Under penalty of forfeiture, any claim relative to the scheduling and/or Broadcasting of a Sponsoring Operation on the TV Media concerned should be made within three (3) working days of the Broadcasting date of the said Sponsoring Operation. In the case where the responsibility of TF1 Publicité or one of the TV Media concerned is invoked in this respect, it shall be limited to the amount of the Sponsoring Operation invoiced in terms of the Broadcast in question.

No claim relative to the intrinsic quality of a Sponsoring Operation shall be accepted by TF1 Publicité. If the Sponsor and/or its Agent wishes to improve the intrinsic quality by making technical changes to its Sponsoring Operation, these improvement should be made while respecting the technical standard in force for the TV medium used by the Sponsoring Operation it being understood that the costs incurred by the changes shall be paid in full by the Sponsor.

## 7. FINANCIAL TERMS AND CONDITIONS

### 7.1 INVOICING

#### 7.1.1 GENERAL TERMS

Advertising Messages sold as Modules will be invoiced on a single bill (unless any reappraisals are made) in the month in which the broadcast started.

The prices stated are before tax and before any new taxes that may be payable when the Sponsorship Operation is Broadcast. Invoices sent monthly to the Sponsor by TF1 Publicité. **The original invoice is sent to the Sponsor.** A copy is sent to the Representative in charge of invoicing and/or payments. For all TV Media, the invoice serves as proof of broadcast. For each Sponsorship Operation, the invoice will state all the references of its presence on the Media and the related basic charge.

#### 7.1.2 SPECIFIC TERMS

Sponsorship Operations sold in the framework of a billing due list will be invoiced on a monthly basis. If TF1 Publicité directly or indirectly manages the technical production of the hardware medium for the Sponsorship Operation, TF1 Publicité may request that a Sponsor make an advance payment by cheque, commercial bank transfer or bank transfer of the technical costs of production. In this case, TF1 Publicité will address an initial invoice to the Sponsor with payment conditions specific to schedule of the Sponsor's Sponsorship Operation. Similarly, Advance invoicing with payment conditions specific to the schedule of the Sponsor's Sponsorship Operation will apply to Sponsorship Operations for which the sale is subject to advance payment according to article 7.2.6.

## 2012 General Sales Conditions – Sponsoring

### 7.1.3 INVOICE DISPUTES

Any disputes related to an invoice must, to be admissible, be motivated and notified to TF1 Publicité in writing within forty (40) days following the broadcast date. In the absence of any dispute, the invoice shall be deemed accepted by the Sponsor and the Representative. In any case, the amount stated on the invoice not affected by the dispute remains payable by the Sponsor, in compliance with the payment deadlines as stated in articles 7.1.2 and 7.2.1. Late payment fees will apply to invoices that are not paid by the deadline as stated in article 7.2.3.

### 7.1.4 INVOICE ADJUSTMENT REQUESTS

Adjustment requests should be received by TF1 Publicité before the 20th of the current month to be taken into account in the end of month invoice subject to the request being justified and accepted by TF1 Publicité. After this deadline, the invoice will be processed the following month.

### 7.1.5 DISCOUNTS

Invoices issued by TF1 Publicité cannot be subject to discounts.

### 7.2 PAYMENT

#### 7.2.1 TERMS OF PAYMENT

All invoices issued by TF1 Publicité are payable at thirty (30) days end of month from the date of invoicing on the 10th, unless specific terms stated in articles 7.1.2 and 7.2.6. Invoices can be paid by cheque, commercial bank transfer at deadline or bank transfer. All other payment methods are subject to prior agreement from TF1 Publicité. In any case, the Sponsor must ensure that the funds are available to TF1 Publicité on the deadline at the latest, whatever the payment method used.

- Payment by cheque should be addressed to TF1 Publicité:

TF1 PUBLICITE – Service Comptabilité - 6, place Abel Gance - 92656 BOULOGNE Cedex;

- Payments by transfer should be issued to TF1 Publicité

at the Caisse d'Epargne Ile de France: Bank Code: 17515; branch code : 90000; account number: 08000910715; check: 15

The copy of transfer letter sent to the bank for payments by transfer and proof of the documents paid for all methods of payment should be emailed on the deadline at the latest to [cmptapub@tf1.fr](mailto:cmptapub@tf1.fr).

Payments made by the Sponsor to their Representatives do not release the Sponsor from their obligations to TF1 Publicité.

#### 7.2.2 APPLICATION OF PAYMENTS TERMS\*

In the absence of details on the invoices paid, payments received by TF1 Publicité will always be attributed to the latest invoice issued to the Sponsor unless the invoice is disputed, addressed in writing by the Sponsor or his Representative to the TF1 Publicité accountancy department in accordance with the conditions stated in article 7.1.3. Credit notes issued by TF1 Publicité will be attributed in priority to the invoice initially concerned by the credit note. If the invoice concerned by the credit note has already been paid by the Sponsor to TF1 Publicité, the credit note will apply to the Sponsors' oldest invoice.

Invoices, credit notes and in general all accounting documents issued by TF1 Publicité to Sponsors are specific, unique to each Sponsor and cannot be transferred in any way or title by their Representative.

If the Sponsor has given his Representative power to cash credit notes issued by TF1 Publicité in their name and their account, the transfer of credit notes by TF1 Publicité to the Representative releases TF1 Publicité from any obligation to the Sponsor. The Sponsor bears the risk of their Representative defaulting. Credit notes issued by TF1 Publicité will compensate automatically with invoices due and not yet paid by the Sponsor.

### 7.2.3 LATE PAYMENT AND FEES

In compliance with article L 441-6 of the Code de Commerce, invoices issued by TF1 Publicité that remain unpaid at the deadline by the Sponsor or their representative will be subject to late payment fees at a minimum rate of 12% per year (proportional to the number of days late, counted from the day after the deadline on an annual basis of 360 days).

In the event that the rate equal to three (3) times the legal interest rate is higher than the minimum rate of 12% and in compliance with legal provisions, it will replace the aforementioned legal rate.

### 7.2.4 LATE PAYMENT AND ALLOCATION OF COMMERCIAL DISCOUNT

According to the Sponsorship Commercial Terms and Conditions, the definitive allocation of certain bonuses or discounts are subject to payment of invoices by the deadline.

Therefore late payment of invoices eligible for bonuses or discounts will result in them being automatically not allocated or recovered.

### 7.2.5 LATE PAYMENT AND SPECIFIC CONDITIONS

TF1 Publicité reserves the right to refuse a specific Sponsor any specific conditions stated in the Sponsorship Commercial Conditions for the TV Media concerned, if the Sponsor has not respected the TF1 Publicité terms of payment. This will apply so long as the Sponsor has not paid the full amount due initially and interest to TF1 Publicité.

### 7.2.6 ADVANCE PAYMENT

TF1 Publicité will demand, before any broadcast, the full payment of all Sponsorship Contracts, in the following cases:

- Sponsor not yet referenced with TF1 Publicité, or Sponsors that have never communicated on their brand, services or products as a sponsor and/or in classical format in any of the media for which TF1 Publicité has exclusive management of advertising.
- Referenced Sponsor without sufficient guarantees of their solvency. Moreover, TF1 Publicité may request advance payment for a Sponsorship Operation before Broadcast from Sponsors for which TF1 Publicité has already noted payment incidents during Sponsorship campaigns or classical campaigns on any of the media for which TF1 Publicité has exclusive management of advertising, regardless of these incidents being due to the Sponsor or Representative.

If there are any unpaid invoices from previous orders, TF1 Publicité will legitimately request payment of all outstanding amount due on the invoices and in interest in addition to advance payment of future orders. Failing this, sale to the defaulting sponsor may be refused.

### 7.3 PENALTY CLAUSE

In the event of recovery action, the Sponsor will be automatically required to pay a statutory fee of 10% of the capital to be recovered.

### 7.4 OTHER SERVICES

If TF1 Publicité is required to carry out research or supply documents from services previous to the current calendar year or the last fiscal year (calendar year N-1), an administrative fee of €10 per document requested will be charged. Payment of this service will be made when the documents are handed over; they will be supplied once the payment has been cleared.

## 8. GENERAL PROVISIONS

### 8.1 PERSONAL DATA

Nominative data concerning the employees of the Sponsor and/or its Agent, recorded in the context of purchase of a Sponsoring Operation on the TV Media for which TF1 Publicité manages the advertising, are necessary for acceptance of Sponsoring Operation purchases. They may be used to communicate information relative to the TV Media, the Sponsoring Operation, the Programmes of the TV Media and more generally the advertising market on the whole.

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These nominative data, the access to which is strictly secured, are intended for TF1 Publicité. Pursuant to the provisions of Act no. 78-17 of January 6, 1978, employees of the Sponsor and/or its Agent are entitled to access, object to, modify, rectify and delete the data concerning them. To exercise this right, they can contact TF1 Publicité at the following address: Direction de l'Administration des Ventes - 1 quai du Point du Jour - 92656 BOULOGNE Cedex, or by e-mail at: tf1pubcom@tf1.fr.

### 8.2 USE OF THE SPONSORING ELEMENTS

#### 8.2.1 USE FOR FREELANCE WORK AND/OR ON OTHER MEDIA

The Sponsor acknowledges and accepts that signature of a Sponsoring Contract grants TF1 Publicité, as regards to the Sponsoring Operations it concerns, the right to reproduce, represent and adapt all or part of the Sponsoring Elements for the purpose of any communication and/or promotion of its activities, in particular for professional information in regard to Sponsors and/or agencies, according to the procedures used in such matters and for all media, in particular the TF1 Publicité Internet site. Consequently, TF1 Publicité shall reserve the right to broadcast all or part of the Sponsoring Elements in a public and/or private place, in particular in order to inform the Sponsors and agencies and to mention the Sponsor's name.

#### 8.2.2 USE FOR THE PRODUCTION OF STUDIES

At the initiative of TF1 Publicité, a study of the impact of the Sponsor's Sponsoring Operation broadcast on the TV Media may be offered to it. In this case, TF1 Publicité and the Sponsor shall jointly define the provisions and conditions for execution of the study, in particular its target, its application field, etc.

TF1 Publicité shall only have an obligation to deliver the results of the studies within the deadline determined by the parties; under no circumstances may it be held responsible for the use, made by the Sponsor, of the results communicated, in particular any damages or other, due to its interpretation of the results and/or any consequences linked to the decisions made by the Sponsor on the basis of the said results. TF1 Publicité shall reserve the right to use the results in all forms and for all commercial purposes, including the presentation of sales pitches, press releases and brochures and to mention the name of the Sponsor.

#### 8.2.3 USE OF THE SPONSORING ELEMENTS BY THE SPONSOR

For all use of the Sponsoring Operation on other media (press, radio, point-of-sale advertising, etc.), and in general for any use of or reference to a Sponsoring Operation, the Sponsor and/or its Agent should submit all the elements intended to be used (documents, models, etc.) to TF1 Publicité for prior approval. TF1 Publicité shall communicate an estimate for any use of the name of the TV medium concerned, the title of the Programme concerned or the name of the host.

### 8.3 MISCELLANEOUS

#### 8.3.1 SUSTAINABLE DEVELOPMENT

TF1 Publicité and its subsidiaries companies have signed up to the UN Global Compact. They have thus undertaken vis-a-vis other corporations, both in France and abroad, to comply with and promote the UN Global Compact's ten (10) principles, in the areas of human rights, labour, safeguarding the environment and combating corruption.

TF1 Publicité has also signed up to the French Diversity Charter. TF1 Publicité and its subsidiaries companies have thus undertaken vis-a-vis other corporations, both in France and abroad, to comply with and promote the French Diversity Charter's six (6) principles in order to support pluralism and to seek diversity towards their service providers (localization, size, innovation,...).

Accordingly, the Sponsor undertakes to comply with the principles defined in the UN Global Compact and the French Diversity Charter, which are publicly available on-line, and to ensure that its sub-contractors are equally compliant. In addition to the termination of the Agreement, the Sponsor is hereby informed that non-compliance with the above-mentioned principles could cause significant damage to the corporate image and reputation of TF1 Publicité and its subsidiaries companies.

#### 8.3.2 PROMOTION OF THE SPONSORED PROGRAMMES BY TF1 PUBLICITÉ

For the promotion of its Programmes, TF1 Publicité shall reserve the right to sign an agreement with newspapers or radio stations under the terms of which these media will be present or mentioned in the Sponsored Programme and the Sponsor or its Agent may not object to this.

#### 8.3.3 INDEPENDENCE OF THE SPONSORING OPERATIONS

Each Sponsoring Contract is independent from the other Sponsoring Contracts and advertising contracts. Consequently, signature of a Sponsoring Contract does not exclude the presence of a rival Sponsor in:

- Advertising breaks located before, during and after the Programmes and/or the sponsored trailers
- The trailers and credits of another Programme located before, during and after the Programmes and/or the trailers of the said Sponsoring Contract.

#### 8.3.4 PARTIAL INVALIDITY

Where any of the stipulations of these general sales conditions turns out to be invalid or is considered as such through application of a legal ruling or a court decision that has become definitive, it shall be considered as unwritten; however, this shall not lead to invalidity of these general sales conditions and shall not alter the validity of the other stipulations.

#### 8.3.5 NON-WAIVER

The fact that one of the parties does not claim application of any of the stipulations of these general sales conditions or does not invoke their violation may not be interpreted as waiver by the said Party of the benefit of the said stipulations.

#### 8.3.6 ELECTION OF DOMICILE

For execution of these general sales conditions and the consequences thereof, TF1 Publicité elects domicile at the following address: TF1 Publicité - 1, quai du point du jour - 92100 BOULOGNE. The Sponsor and its Agent elect domicile at the addresses indicated in the Sponsoring Contract signed. No change of domicile of any of parties shall be considered as applicable until the date of receipt of its notification sent by registered letter with returned receipt.

#### 8.3.7 APPLICABLE LAW – ATTRIBUTION OF COMPETENCE

These general sales conditions are governed by French law. Any dispute regarding the validity, interpretation, execution or cancellation of these general sales conditions which cannot be settled out of court within a period of one (1) month of its appearance shall be referred to the exclusive competence of the competent Paris court, notwithstanding plurality of defendants, incidental claim, third party notice, emergency procedure, summary proceedings or petition.

## 2012 General Sales Conditions – Sponsoring

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### ANNEXE 1 : AGENCY CONTRACT CERTIFICATE

#### HOW TO USE THE AGENCY CONTRACT CERTIFICATES

Hereafter you will find the models of the agency contract certificates.

Please respect the formulation so that we will have a clear indication of the assignments you have entrusted to your agent(s) and sub-agent(s), thus facilitating our follow-up of your order.

Where you wish to entrust your Advertising order to an Agent, you must establish an agency contract in writing with the latter and inform it of the medium (media) of your choice by means of an agency contract certificate established by yourself on your company's headed notepaper. You must send us an original of this document, failing which we will not be able to accept your reservations. This certificate must be filled in very carefully. It enables us to clearly identify your company and thus establish order confirmations and invoices in the name of your company without any risk of error. It also enables us to clearly identify your Agent(s) and to send each of them the necessary documents.

In view of the importance of the agency contract certificate in financial circuits between companies, you must:

- send us one certificate per civil year
- inform us by registered letter with returned receipt of any interruption of the agency contract and clearly indicate the date of the said interruption
- make sure that, for the same product, the validity periods of your successive agency contract certificates do not overlap.

Choice of assignments attributed to your Agent(s) and the consequences on information circuits

Where you entrust, to your Agent:

Assignment ①: i.e. the purchase and reservation of a Sponsoring Operation, the signature of Sponsoring Contracts, their management and follow-up and

Assignment ②: i.e. the management and verification of our invoices and the responsibility of ensuring that the medium is paid at the due date. (TF1 Publicité will only accept one contact with the Representative, for the whole period of the assignment ② handled by that Representative ②).

We will send it:

- confirmation of reservation or Sponsoring Contracts concerning your Sponsoring Operations, Sponsoring Contracts which it should sign and return in your name, in terms of the agency contract entrusted thereto
- a copy of the invoice corresponding to these reservation confirmations.

You will receive the original of this invoice.

In this case, you will benefit from the pooling bonus indicated in the commercial conditions where your agent has several agency contracts.

Where you entrust assignment ① to agent A and assignment ② to agent B

We will send your agent A:

- confirmation of reservation or Sponsoring Contracts concerning your Sponsoring Operations, Sponsoring Contracts which it should sign and return in your name, in terms of the agency contract entrusted thereto

And we will send your agent B:

- a copy of the invoice corresponding to these reservation confirmations.

You will receive the original of this invoice.

In this case, you will benefit from the pooling bonus indicated in the commercial conditions where your agents each have several agency contracts.

Where you entrust assignment ① to an agent and perform assignment ② yourself

We will send your agent:

- confirmation of reservation or Sponsoring Contracts concerning your Sponsoring Operations, Sponsoring Contracts which it should sign and return in your name, in terms of the agency contract entrusted thereto

You will receive the original of the invoice corresponding to these reservation confirmations.

You will not benefit from the pooling bonus indicated in the commercial conditions.

Where you authorize your agent to appoint a sub-agent

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## 2012 General Sales Conditions – Sponsoring

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Where you have authorized your agent to appoint a sub-agent, the sub-agent shall be substituted in full for the agent in regard to TF1 PUBLICITÉ and TF1 PUBLICITÉ will deal directly with the sub-agent.

In this case, you will benefit from the pooling bonus indicated in the commercial conditions in the case where both assignments ① and ② are performed by your sub-agent and where it has several agency contracts.

Where you do not appoint an agent and you perform all the assignments yourself

We will send you:

- confirmation of reservation or Sponsoring Contracts concerning your Sponsoring Operations, Sponsoring Contracts which it should sign and return in your name, in terms of the agency contract entrusted thereto
- a copy of the invoice corresponding to these reservation confirmations.

You will not benefit from the pooling bonus indicated in the commercial conditions.

## AGENCY CONTRACT CERTIFICATE

### We undersigned

Registered company name: \_\_\_\_\_

SIRET :     (14 numbers) (required field)

VAT operator number     (required field)

or national identification number

Registered office: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Billing Address:

(If different of the registered office)

\_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Address of sending of invoices:

(If different of the billing address)

\_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Represented by:

Family name

Fiste name

Acting as: \_\_\_\_\_

Duly authorized for the purposes hereof, hereinafter referred to as the "Advertiser".

### Give evidence to have mandated

Registered company name: \_\_\_\_\_

SIRET :     (14 numbers) (required field)

VAT operator number     (required field)

or national identification number

Registered office: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Address of sending

of the copie invoices

(If different of the registered office)

\_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Represented by:

Family name

Fiste name

Acting as: \_\_\_\_\_

Duly authorized for the purposes hereof, hereinafter referred to as the "Agent".

### Authorize replacement Agent

(To renseign if necessary)

Registered company name: \_\_\_\_\_

SIRET :     (14 numbers) (required field)

VAT operator number     (required field)

or national identification number

Registered office: \_\_\_\_\_

\_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Address of sending

of the copie invoices

(If different of the registered office)

\_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Represented by:

Family name

Fiste name

Acting as: \_\_\_\_\_

Duly authorized for the purposes hereof, hereinafter referred to as the "Sub-Agent".

**To perform in our name and our behalf with TF1 Publicité the assignments:**

*partial mandate : only tick the assignment which you have mandated*

*\* The advertizer and the agent sign the commercial agreement*

*\*\* Only the agent or the sub-agent sign the commercial agreement*

Advertiser

Agent

Sub-agent

> space buying > space booking > signature of the purchase orders forms (including through EdI process) > management and follow up of purchase order forms	<input checked="" type="radio"/> Mission 1 :	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
> management and control of the invoicing > control of the payment of invoices in good date	<input checked="" type="radio"/> Mission 2 :	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
> Invoices payment	<input checked="" type="radio"/> Mission 3 :	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
> signature of the commercial agreement	<input checked="" type="radio"/> Mission 4 :	<input type="radio"/> *	<input type="radio"/> **	<input type="radio"/> **

**on the following media:**

TELEVISION

> ESPACE CLASSIQUE

> PARRAINAGE

WEB

MOBILE

PRODUCT PLACEMENT

RADIO

OTHERS : \_\_\_\_\_

**on the following media**

*list or tick*

All the media managed by TF1 Publicité

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**for the following products :**

*list or tick*

All our products

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Over the next period :**

From \_\_\_\_\_ 2012 To \_\_\_\_\_ 2012

We guarantee the perfect adequacy of assignments and their scope between our Agent and our sub-Agent.

We shall notify TF1 Publicité by registered letter with returned receipt of any change in or cancellation of the agency contract wich takes places during the year.

We explicitly acknowledge that payment made to the Agent or the Sub-Agent shall not release the Advertizer from its obligations in regard to TF1 Publicité.

*(To reproduce if necessary)*

*Give evidence to have special mandated :*

- To the Agent (case à cocher)  
 To the Sub-Agent

*in the effect to collect with TF1 Publicité, in its name anf for its account the amount of credits established by TF1 Publicité.*

*We recognize expressly that the payment the aforementioned credits to its Agent or to its Sub-Agent by TF1 Publicité has an release effect and that we will assume alone the risks of later default of its Agent.*

We declare that we are aware of the General Sales Conditions, the Commercial Conditions and the prices of TF1 Publicité applicable in 2012 (accessible on the web site [www.tf1pub.fr](http://www.tf1pub.fr)) and explicitly accept all the stipulations mentioned therein.

Established in: \_\_\_\_\_ on \_\_\_\_\_

**Advertiser**

*Signature and seal*

*Signature should be preceded by the written mention "Read and approved"*

**Agent**

*Signature and seal*

*Signature should be preceded by the written mention "Read and approved"*

**Sub-Agent**

*Signature and seal*

*Signature should be preceded by the written mention "Read and approved"*



## 2012 General Sales Conditions – Sponsoring

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### APPENDIX 2: FINANCIAL APPENDIX TERMINOLOGY SPONSORING TV MEDIA

In all our commercial conditions Sponsoring and our general sales conditions, the following terms are used in compliance with their associated definitions shown hereafter:

***"GROSS RATE VALUED" TURNOVER<sup>7</sup>***

The "Gross Rate" turnover corresponds to the turnover resulting from application of the rates published by TF1 PUBLICITÉ which are regularly communicated to the market (available on the Internet site <http://www.tf1pub.fr>), before any modification whatsoever.

***"GROSS NEGOTIATED" TURNOVER<sup>8</sup>***

The "Gross Negotiated" turnover corresponds to the "Gross Rate" turnover defined previously, after deducting any *free sponsorship spaces (new sponsor bonus) and discount deducted on bill corresponding to the commercial negotiation.*

***"GROSS NEGOTIATED -15%" TURNOVER***

The "Gross Negotiated -15%" turnover corresponds to the "Gross Negotiated" turnover defined previously, after deduction of the reference allowance.

***"NET ORDER RATE" TURNOVER OR "NET END OF ORDER" TURNOVER***

The "Net Order Rate" or "Net End of Order" turnover corresponds to the "Gross negotiated – 15 %" turnover defined heretofore, after deducting all discount according to the Sponsor and pooling bonus.

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<sup>7</sup> Or "Basic rate" in UDECAM terminology

<sup>8</sup> or "Gross Purchase Base" according to UDECAM terminology