

GENERALIST CHANNEL



TF1

THEMATIC CHANNELS



BOOMERANG  
CARTOON NETWORK  
DISNEY CHANNEL  
DISNEY CINEMAGIC  
DISNEY XD  
DISNEY JUNIOR  
EUROSPORT FRANCE

EUROSPORT 2  
HISTOIRE  
LCI  
STYLIA  
TF6  
TV BREIZH  
USHUAIA TV



This translated document is supplied as a rough guide. Only French version has legal value and shall prevail in any case

## 2012 General Sales Conditions – Classic Space

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Record of updates		
Update no.	Publication date	List of pages modified

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

These general sales conditions apply to the sale of so-called "Classic" Advertising Space (hereinafter "Classic Space") 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 Advertising on the TV Media, TF1 Publicité is the only one authorized to receive requests for the reservation of Classic Space from Advertisers or their Agent; to issue Advertising Orders submitted to the Advertiser and/or its Agent for acceptance; to sign Advertising Orders; to invoice Advertising services executed in compliance with the Advertising Order and to collect the amount thereof from the Advertisers, regardless of the marketing method of the Advertising Space on the TV Media concerned.

Signature of an Advertising Order by an Advertiser or its Agent implies acceptance of these general sales conditions, it being pointed out that only an Advertising Order issued by TF1 Publicité, the Classic Space Commercial Conditions of the TV Media and these general sales conditions shall apply to the broadcasting of Advertising Messages 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 Advertiser 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 Advertiser, 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 Advertising Messages broadcast 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:

**Advertiser:** designates any individual or legal entity (companies registered (recorded) in the register of companies, the public and semipublic institutions which wishes Advertising to be shown on a TV Medium in favour of its mark, of her signboard, of its golden services produced we have and on behalf of which an Advertising Message is broadcast on a TV Medium.

**Consolidated Audience:** designates the live audience and the audience consuming recorded material during the seven (7) days following programme broadcast, taken into account by TF1 Publicité to calculate the Guaranteed Net GRP Cost in MPI.

**Programming Brief:** designates the document that is attached in appendix by the Advertiser or the Advertiser's Representative and submitted for definitive acceptance by TF1 Publicité; it describes the request for purchase of Classic Space for an MPI Wave by the Advertiser on Channel TF1 and includes the Advertiser's wishes.

**Sector Code:** designates an 8-figure code (family, class, sector, variety) characterizing the product or sector promoted in the Advertising Message of the Advertiser and validated by TF1 Publicité, through application of the "List of Sector Codes" published by TF1 Publicité and available on its Internet site at: <http://www.tf1pub.fr>. The choice of Sector Code(s) must correspond to the true nature of the product or service promoted by the Advertisement.

**Target:** according to the definition given by Médiamétrie, this term designates a group of people affected by the Advertising Spots of an MPI Wave broadcast on Channel TF1; the list of these groups is defined in the Guaranteed Net GRP Cost index grids attached to the General Sales Conditions.

**Net GRP Cost:** designates the Net End of Order value for Classic Space on Channel TF1, on the basis of an Advertising Spot in a thirty (30) second format, compared to the number of GRPs delivered to the Target, day-part and period under consideration. Net GRP Cost does not take into account premium rate adjustments and increases for preferential emplacements, multi-brands and multi-advertisers, as defined in the Classic Space General Sales Conditions.

**Guaranteed Net GRP Cost:** designates the Net GRP Cost that TF1 Publicité commits to respecting for all Classic Space media buys made on Channel TF1 by an Advertiser in the context of an MPI on a specific Target, day-part and period.

**Day-part:** designates the four (4) segments of a television programming day mentioned on the attached index: Day (screen codes 0300 to 1799), Access (screen codes 1800 to 1999), Peak (screen codes 2000 to 2199) and Night (screen codes 2200 to 2899).

**Broadcasting:** designates the presence of the Advertising Message of the Advertiser on a TV medium.

**Advertising Format:** designates the length in seconds of an Advertising Spot broadcast on Channel TF1.

**GRP (Gross Rating Point):** designates an indicator of advertising pressure linked to a Target and corresponding to 1% of the audience of a given Target; the reference audience is the Consolidated Audience.

**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 Advertiser in the context of a written agency contract for the purchase of Advertising space.

**Advertising Message:** designates the following combination:

- any message included in a TV Medium for the direct or indirect promotion of the supply of goods and/or services, including those which are present under their generic name or which promote a company, whether public or private, commercial or other, as well as general interest messages which have a non-Advertising character, broadcast in the context of charity organization campaigns or information campaigns by the authorities if they are included in Advertising sequences, regardless of the business sector concerned and regardless of the form of the said messages
- any other form of commercial presence on a TV Medium aimed at promoting the supply of goods and/or services or promoting a company, whether public or not, commercial or not, whose broadcasting could be authorized by legislation applicable to TV Media such as, in particular, Advertising features and so-called interactive Advertising.

**MPI (Internal Programming Mode):** designates the purchase mode consisting in programming made by TF1 Publicité in Classic Space on Channel TF1 of the MPI Wave of an Advertiser on the basis of a Programming Brief.

**Advertising Order:** designates the document established and issued by TF1 Publicité then signed by the Advertiser and/or its Agent, reflecting the agreement signed by the parties following the request for reservation of Classic Space sent to TF1 Publicité by the Advertiser and/or its Agent and confirmed in full or in part in terms of the availability of Classic Space on the TV media concerned.

**Excluded MPI Sectors:** designates the products or services related to the following families (F), classes (C), sectors (S) or varieties (V), as defined in the "Sector Code Nomenclature" published by TF1 Publicité: online betting and gaming (V32020604), automobiles (S110101), perfume (C1003), toys and games (C3201), edition (F16), content providers, telephone personalisation (S490208), answering machine dialogue providers (S490204), live shows (V32020301), as well as Direct Marketing campaigns, as defined in the Classic Space General Sales Conditions, that do not have access to purchasing Classic Space in MPI on the Channel.

**Active Week:** designates the communication period of seven (7) consecutive days during which the IMP Wave of an Advertiser is effectively broadcast on Channel TF1.

**Non-active Week:** designates the period of seven (7) consecutive days during which no Advertising Spot of the Advertiser's MPI Wave is broadcast on Channel TF1.

**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.

**MPI Wave:** designates all of the Advertising Spots for an Advertiser for the same product or service broadcast in Classic Space on Channel TF1 in the context of an MPI and programmed by TF1 Publicité on the basis of a Programming Brief.

### 3. COMMERCIAL OFFERS

#### 3.1 COMMERCIAL OFFERS ON CHANNEL TF1

On Channel TF1, Classic Space is sold:

- by unit, spot to spot, or
- in Internal Programming Mode (MPI).

In the context of MPI marketing, TF1 Publicité proposes two (2) MPI offers:

- the "Basic MPI" and
- "MPI Plus."

When one of these offers has been chosen, the Advertiser uses a Programming Brief to provide details to TF1 Publicité on the desired net advertising budget and GRP volume on a given Target in MPI in the context of an MPI Wave broadcast in Classic Space on Channel TF1 during a given period, at a Net GRP Cost decided upon previously by the Advertiser and TF1 Publicité.

The Programming Brief must respect the following constraints:

- a maximum of one (1) or two (2) different Advertising Formats for a maximum duration of forty (40) seconds,
- one (1) communication period for a minimum of two (2) Active Weeks and a maximum of eight (8) Active Weeks,
- a distribution of GRP weight over each of four (4) Day-parts, considering that all Day-parts must be used with at least 8% of GRP for each,
- one (1) GRP volume with a minimum of thirty (30) per week, whatever the Target.

In any event, the MPI Plus Waves have priority over those programmed as MPI Basic.

In addition, an Advertiser may not accumulate a, MPI Basic and an MPI Plus offer over an identical period and on the same product.

TF1 Publicité may also propose the following on Channel TF1:

- a commercial offer known as "Asur écran,"
- commercial offers with their own conditions and which are the object of a specific document.

#### • "MPI BASIC" MARKETING

"MPI Basic" is understood as the purchasing mode based on programming made by TF1 Publicité in Classic Space on Channel TF1 of the Advertiser's MPI Wave on the basis of a Programming Brief, including a minimum number of programming constraints that TF1 Publicité commits to respecting under the conditions listed in Article 5.2 b) "TF1 Publicité commitments in the MPI context," of the present General Sales Conditions.

The programming constraints which may be taken into account by TF1 Publicité in this context are defined in the Classic Space General Sales Conditions.

In the context of an MPI Basic action, the Advertiser does not have access to the following TF1 Classic Spaces:

- so-called "First" advertising screens, as defined in the Classic Space General Sales Conditions,

- advertising screens coded 1300 and 1330,
- Peak break advertising screens.

However, TF1 Publicité may, on its own initiative and if it deems that these screens are indispensable for meeting its commitments as described in Article 5.2 b) "TF1 Publicité commitments in the MPI context," of the present General Sales Conditions, decide to programme one or more Advertising Spots of the Advertiser's MPI Wave on the screens coded 1300 and 1330 and/or at Peak break according to schedule availabilities.

#### • "MPI PLUS" MARKETING

"MPI Plus" signifies a purchasing mode that consists in the programming carried out by TF1 Publicité in Classic Space on Channel TF1 of the MPI Wave of an Advertiser on the basis of a Programming Brief including three (3) additional programming constraints to be chosen from a specific list as compared to the IMP Basic plan that TF1 Publicité commits to respecting under the conditions laid down in Article 5.2 b) "TF1 Publicité commitments in the MPI context," of the present General Sales Conditions.

The programming constraints which may be taken into account by TF1 Publicité in this context are defined in the Classic Space General Sales Conditions.

In the MPI Plus context, the Advertiser does not have access to the so-called "First" advertising screens, as defined in the Classic Space General Sales Conditions.

In any case, the spot to spot's programming overrides MP's programming.

#### 3.2 COMMERCIAL OFFERS ON THE THEMATIC CHANNELS

On the Thematic Channels, Classic Space is sold either per unit, message by message, or per module.

On certain Thematic Channels, TF1 Publicité also offers the so-called "Plan Modulo".

##### 3.2.1 MARKETING PER UNIT

On the Thematic Channels, Classic Space is sold per unit, message by message.

##### 3.2.2 MARKETING OF THE MODULE

On the Thematic Channels, TF1 Publicité is liable to offer three types of Modules: either **"Single Thematic Channel Modules"**, or **"Multi-Thematic Channel Modules"** or **"Multi-Media Modules"**.

TF1 Publicité informs Advertisers of the purchase offers for Classic Space per Module through the publication of data sheets called "Module Offers".

In the context of marketing of Classic Space per Module, the commitment of TF1 Publicité is limited to broadcasting the number of Advertising Messages stipulated in the Module Offer for the period defined in the said Module Offer.

In addition, since a Module constitutes an inseparable group of Advertising Messages, any Advertiser which wishes to interrupt the broadcasting shall be due to pay the full price of the said Module.

TF1 Publicité applies to a Module the price conditions in force on the broadcasting date of the first Advertising Message forming the Module as stipulated in the Advertising Order signed by the Advertiser and/or its Agent.

Where the price of a Module is qualified as "Net End of Order", the Advertiser may not benefit from any discount, allowance or rebate resulting from the Commercial Conditions of the Thematic Channels, and/or Media concerned not any promotional offer which could be implemented by TF1 Publicité on one or more Thematic Channels, and/or Media concerned by the Module Offer. Advertising investments made by an Advertiser in the context of Modules qualified as "Net End of Order" shall be excluded from any commercial agreement which the Advertiser could sign with TF1 Publicité.

### 3.2.2.a) MONO THEMATIC CHANNEL MODULES

The expression **"Mono Thematic Channel Module"** refers to an inseparable group of Advertising Messages with the same format which promote the same product or service of an Advertiser, spread over a determined period.

In the Module Offers, each Mono Thematic Channel Module is described as follows:

- The number of Advertising Messages contained in the Module ;
- The Broadcasting period, considered as the maximum period over which the said Advertising Messages are broadcast
- The environment chosen for spreading the Advertising Messages of the Module along with an indication of the basket of breaks selected (day-part or programme context)
- The unit price of the Module expressed in "Price base" or "Net End of Order" value, excluding VAT, on the basis of an Advertising Message in the 30-second format
- The reference to the audience measurement study used as a basis for production of the Module, it being stated that the number of contacts liable to be indicated in the Module Offer corresponds the sum of audiences of all the screens retained for the mono Channel Module noted by the audience measurement study used to produce the said Module on the mentioned target.

### 3.2.2. b) MULTI THEMATIC CHANNEL MODULES

The expression **"Multi Thematic Channel Modules"** refers to an inseparable group of Advertising Messages or Mono Thematic Channel Modules usually marketed by TF1 Publicité on the Thematic Channels concerned, grouped in the same commercial offer so that an Advertiser can reach a specific target mentioned in the Module Offer.

In the Module Offers, each Multi Thematic Channel Module is described as follows:

- A description of the Thematic Channels concerned
- A description of the Advertising Messages or the Mono Thematic Channel Modules selected (name and number) on each of the Thematic Channels concerned
- The price of the Multi Thematic Channel Module expressed in "Price Base" or "Net End of Order" value, excluding VAT, on the basis of an Advertising Message in the 30-second format.

The Module Offer will specify whether the Multi-Channel Module will be invoiced by TF1 Publicité globally or channel by channel.

For lack of precision the Multi Channel Modules are invoiced channel by channel by TF1 Publicité.

### 3.2.2.c) MULTI MEDIA MODULES

The expression **"Multi Media Module"** refers to an inseparable group of Advertising Messages usually marketed on one or more Media, whose Advertising is managed by TF1 Publicité (Média, website, other) and grouped in the same commercial offer so that an Advertiser can reach a specific target mentioned in the Module Offer.

In the Module Offers, each Multi Media Module is described as follows:

- A description of the Media concerned
- The conditions of the Advertiser's presence on the Media concerned and, for the Thematic Channels, designation of the Modules selected (name and number)
- The price of the Multi Media Module expressed in "Price Base" or "Net End of Order" value, excluding VAT, on the basis of an Advertising Message in the 30-second format.

The Module Offer will specify whether the Multi-Media Module will be invoiced by TF1 Publicité globally or channel by channel. For lack of precision the Multi Media Modules are invoiced Media by Media by TF1 Publicité.

### 3.2.3 MARKETING ON THE "PLAN MODULO"

For certain Thematic Channels, TF1 Publicité proposes a commercial offer known as "Plan Modulo".

The Plan Modulo offer involves granting the Advertiser a guaranteed "GRP cost" based on 30 seconds on a given target, for a minimum investment amount defined in the price lists of the Thematic Channels concerned made by the Advertiser in

Traditional Space on one of the Thematic Channels concerned over a maximum period of thirty (30) days.

The Plan Modulo offer is proposed for several targets. In principle, it is the target of the Advertiser's product or service that determines the level of the guaranteed "GRP cost" based on an Advertisement in 30-second format. However, in the event that the target of the Advertiser's the product or service does not appear among the targets proposed in the Plan Modulo offer, the level of "GRP cost" granted to the Advertiser on the basis of an Advertisement in 30-second format will be that specified in the Plan Modulo offer for the reference target of the Thematic Channel concerned.

The programming of Advertisements in the context of a Plan Modulo is in the discretion of TF1 Publicité, in accordance with the programming terms and conditions defined in the commercial offer. In the context of the Plan Modulo, which guarantees the programming of a volume of Advertisements in preferential slots, TF1 Publicité does not guarantee any specific position within the preferential slots available on the TV Medium concerned.

Observance of the guaranteed "GRP cost" will be determined on the basis of the audience measurement surveys used as the basis for the preparation of the Advertisement unit prices.

The implementation of this guarantee will result in the application of a rebate shown on the invoice applied on the basis of the Gross value of Advertisements broadcast during the period.

## 4. RATES – ADVERTISING FORMAT INDEX GRIDS – GUARANTEED NET GRP COST INDEX GRIDS - SALES CONDITIONS

### 4.1 RATES

#### 4.1.1 DEFINITIONS

TF1 Publicité publishes several price grids for each of the TVA Media and the application periods.

The prices are published on the basis of 30-second format Advertising Message. For all Advertising Messages of a different length, a conversion table, according to the different format indexes, is enclosed in the appendix to these general sales conditions.

#### 4.1.2 GUARANTEED NET GRP COST INDEX GRIDS

In the context of MPI marketing, TF1 Publicité publishes the annual index grids attached in appendix that enable adjusting the Guaranteed Net GRP Cost of the MPI Wave of an Advertiser for a given period, Day-part and Target.

#### 4.1.3 ADVERTISING FORMAT INDEX GRIDS

In the context of marketing by unit, rates are published on the basis of an Advertising Spot in a thirty (30) second format.

For all Advertising Spots for a different length of time, a conversion table for the different format indexes is attached in appendix to the present General Sales Conditions.

In the context of MPI marketing, the Guaranteed Net GRP Costs are agreed upon between TF1 Publicité and the Advertiser on the basis of a thirty (30) second Advertising Spot, excluding added Premium rate costs, preferential emplacements and other increases as defined in the Classic Space General Sales Conditions.

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### 4.2 SPECIFIC CONTRIBUTION TO TELEVISION

French legislation imposes constraints and taxes on TV Media. These charges, in addition to the cost of TV broadcasting, raise the cost price of the service.

Therefore, the prices published by TF1 PUBLICITÉ result from the combination of two elements: firstly, the price of the Classic Space itself as paid to the TV Medium and secondly a contribution to these additional costs.

This Specific Contribution from TV Advertising mainly represents indirect taxes which TF1 Publicité has to pay on the sale of its Classic Space Advertising, in particular:

- the tax on TV Advertising which was introduced to create a fund providing assistance to national daily newspapers with a low Advertising capacity
- an indirect tax, the proceeds of which go to a Radio Assistance Fund in order to provide financial assistance to the holders of radio broadcasting licences whose Advertising revenue is less than 20% of their total turnover (so-called associative radios, category A).
- inspection and monitoring costs.

The Specific Contribution from TV Advertising, integrated in the TF1 PUBLICITÉ Advertising rates, depends on the value of the Advertising Message expressed in "gross rate", regardless of any discounts, allowances or rebates applied or to be applied.

It is determined according to taxes in force when this document was published.

Where any new indirect taxes affect the cost of Advertising or where the current tax rates are reviewed, TF1 Publicité will integrate the said variations in its invoices, either directly in its prices or by isolating them on an Advertising space invoice.

## 4.3 COMMERCIAL CONDITIONS

### 4.3.1 GENERAL

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

The Classic Space Commercial Conditions indicated for a TV medium apply to any Advertising investment made by an Advertiser with TF1 Publicité in Classic Space on the said TV medium in 2009. The Classic Space Commercial Conditions specific to each TV medium indicate if the said conditions are exclusive of each other or if they can be combined.

The Classic Space Commercial Conditions specific to a TV medium may not be combined with the Classic Space Commercial Conditions applicable to the sale of Classic Space on another TV medium or on another medium whose Advertising is managed exclusively by TF1 Publicité. Likewise, the Classic Space Commercial Conditions specific to a TV medium shall apply Advertiser by Advertiser.

The Classic Space Commercial Conditions of the Thematic Channels medium shall not apply to advertising investments made by a Advertiser with TF1 Publicité in the context of sponsoring operations, technical costs or other forms of purchase of Classic Space (package in particular) which TF1 Publicité could offer.

### 4.3.2 COMMERCIAL CONDITIONS OF THEMATIC CHANNELS

Except where explicitly stipulated otherwise, each of the conditions mentioned hereafter shall only apply to the Thematic Channel concerned where the Classic Space Commercial Conditions of the said Thematic Channel contain such a condition.

#### 4.3.2. a) SPECIAL DISCOUNTS

These are specific rebates applicable to certain Advertisements exhaustively listed in the Traditional Space Commercial Conditions of the Thematic Channel concerned.

These discounts are calculated on the "Gross Rate" value of the Advertising Messages concerned. The benefit of one or other of these discounts cannot be combined with another promotion offer which TF1 Publicité could make in regard to the investments made on the Thematic Channel in question.

In the event that the Traditional Space Commercial Conditions of a Thematic Channel provide for specific rebates for so-called "collective" Advertisements, an Advertisement may be considered as such within the meaning of the practice in this area when its purpose is collectively to promote the supply of goods and services presented in a generic manner, excluding the promotion of a particular brand of such goods or services.

Besides prior authorization should be requested from TF1 Publicité which will check the Advertising Message to make sure that it corresponds to the qualification of a collective advert.

#### 4.3.2. b) SECTORIAL DISCOUNTS

These are specific rebates applicable to certain economic sectors listed exhaustively in the Traditional Space Commercial Conditions of the Thematic Channel.

The family, class or sector selected is the one to which the product or service mentioned in the message belongs.

This discount will be calculated on the "Gross Rate" value of the Advertising Messages. The benefit of this discount may not be combined with the specific discounts nor with any other promotional offer which TF1 Publicité could make regarding the said Thematic Channel.

#### 4.3.2.c) PRICE MODIFICATIONS

Except express conditions, the price modifications described in this article apply to all the Thematic Channels for which TF1 is the exclusive Advertising manager.

##### ① Uplift for Preferential slots:

When an Advertiser or its Representative asks for an Advertisement to be placed in preferential slots, an uplift of 15% will be applied to the "Gross Price" of the said Advertisement.

##### ③ INCREASE FOR THE PRESENCE OR MENTION, IN THE SAME MESSAGE, OF TWO OR MORE PRODUCTS OF THE SAME ADVERTISER, BUT WITH DIFFERENT SECTOR CODES.

When TF1 Publicité notes the presence or mention, in the Advertising Message, of other products or brands of the Advertiser which have a single different sector code, a 10% increase shall be applied to the "Gross rate" value of the Advertising Message concerned. In addition, there will be a 5% increase per additional sector code in the case of the presence or mention of other products or brands with different sector codes.

##### ③ INCREASE FOR THE PRESENCE OR MENTION, IN THE SAME ADVERTISING MESSAGE, OF BRANDS, PRODUCTS OR LOGOS OF OTHER ADVERTISERS.

When TF1 Publicité notes the presence or mention, in the same Advertising Message, of one of more products or brands belonging to other Advertisers, a 20% increase shall be applied to the "Gross rate" value of the message. In addition, there shall be a 15% increase per additional brand, product or Advertiser.

When the presence of these other products or brands - whether they belong to the same Advertiser or not - is very short, which excludes any sound mention or overprinting in bold characters, TF1 PUBLICITÉ may decide not to apply the increases stated in points ② and ③ heretofore.

##### ④ INCREASE FOR THE PRESENCE OF TWO OR MORE ADVERTISERS IN THE SAME ADVERTISING MESSAGE

When TF1 Publicité notes the presence, in the same Advertising Message, of two or more Advertisers, an increase of 30 % shall be applied to the "Gross Rate" value of the Advertising Message concerned.

#### 4.3.2.d) REFERENCE ALLOWANCE

Every Advertiser which makes an Advertising investment on a Thematic Channel in 2012 shall benefit from a reference allowance of 15% on the invoice, calculated according to the "gross turnover negotiated" with TF1 Publicité on the Thematic Channel concerned.

#### 4.3.2.e) CENTRALISATION BONUS

Any Advertiser that entrusts the programming and purchase of Traditional space on a Thematic Channel to a Representative who:

- holds a number of mandates

and handles all the following tasks:

- the purchase of Traditional space,
- the reservation of Traditional space,
- the signature of advertisement orders,
- the management and monitoring of advertisement orders,
- the management and control of invoices issued by TF1 Publicité in the Advertiser's name,
- 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 of 1.5% calculated on the basis of the "Gross Negotiated" revenue contracted by the Advertiser with TF1 Publicité on the Thematic Channel concerned, less the standard discount.

The benefit of this discount will be subject to TF1 Publicité being provided with 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 Advertiser or to the Representative.

This discount will be deducted from invoices in accordance with the financial Appendices 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 Advertiser by way of a credit note issued in the first quarter of 2013.

## 5. ESTABLISHMENT OF THE ADVERTISING ORDER

### 5.1 RESERVATION REQUEST

#### 5.1.1 CLASSIC RESERVATION REQUEST

The Advertiser and/or its Agent declares and guarantees that it has all the rights enabling it to sign an Advertising Order and accepts these general sales conditions.

#### a) IN A UNIT MARKETING CONTEXT

The Advertiser and/or its Agent, interested in Advertising on a TV Medium, should send the TF1 Publicité scheduling department a request for reservation of Classic Space on the TV Medium selected by all means generally used in the profession, for an agreed type of operation, for the marketing period opened.

The reservation request should be accompanied by the product data sheet (hereinafter the "Product data sheet"), in compliance with the model enclosed in the Appendix, duly filled in by the Advertiser and/or its Agent, which should indicate all the information necessary for TF1 Publicité to determine the prices and Classic Space Commercial Conditions applicable to the Advertising Message(s) in the reservation request.

The Advertiser and/or its Agent shall agree to inform TF1 Publicité in good time of any change in the information shown in the Product data sheet by returning a corrected Product data sheet before any execution of the Advertising Order.

When the Advertising Elements are received, TF1 Publicité shall check that the information communicated by the Advertiser and/or its Agent in the reservation request is correct and may make any necessary corrections. In this respect, TF1 Publicité may in its sole discretion judge the relevance of the Sector Code(s) declared by the Advertiser and/or its Representative, and if necessary may correct the said Sector Codes when they do not correspond to the true nature of the product or service promoted in the Advertisement. If a correction of the Sector Code by TF1 Publicité makes it impossible for the Advertiser to reserve in Classic Space, the provisions of the Article entitled "Modification/Cancellation" of the present General Sales Conditions may be applied on the Advertiser's initiative in the context of unit marketing. The Advertiser and/or the Advertiser's Representative may not claim indemnities.

#### b) IN AN MPI MARKETING CONTEXT

The Advertiser and/or the Advertiser's Representative wishing to purchase Classic Space on Channel TF1 in an MPI context must fill out the Programming Brief attached in appendix and send it to the TF1 Publicité scheduling service.

If a request is made in the course of scheduling, the Programming Brief must be sent to TF1 Publicité no later than one (1) week before the desired start of the Advertiser's MPI Wave.

In all cases, TF1 Publicité shall inform the Advertiser or the Advertiser's Representative of acceptance or refusal of all or part of the Programming Brief within the time limit indicated in Article 5.2.b) "Confirmation of a reservation request in the context of MPI marketing - Confirmation procedure" of the present General Sales Conditions.

The Programming Brief shall be sent by e-mail to the following address: [mpi@tf1.fr](mailto:mpi@tf1.fr).

Upon reception of the Programming Brief, TF1 Publicité shall ensure that the Advertiser has met the eligibility criteria of both the Brief and the conditions for accessing an MPI sales offer.

It is specified that TF1 Publicité may, at its own discretion, decide on the pertinence of the Sector Code(s) declared by the Advertiser and/or the Advertiser's Representative and, if necessary, correct these Sector Codes when they do not correspond to the product or service promoted in the MPI Wave context. If correction of the Sector Code makes it impossible for the Advertiser to reserve in MPI, the provisions of the articles "Modification of the Programming Brief / Cancellation in an MPI marketing context" may be applied on the initiative of the Advertiser. The Advertiser and/or the Advertiser's Representative may not claim indemnities.

### 5.1.2 RESERVATION REQUEST BY EDI

In any mode of programming, TF1 Publicité offers Advertisers and/or their Agents, who so desire, the possibility of sending their reservation request to TF1 Publicité by Electronic Data Interchange (EDI) and receiving the Advertising Order by the same means as long as an interchange agreement has been signed between TF1 Publicité, the Advertiser and/or its Agent, under the terms of which the legal and technical conditions of EDI have been jointly established.

Purchases of Classic Space after a reservation request has been sent by EDI shall be subject to the same conditions and deadlines as "classic" reservation requests, in compliance with these general sales conditions.

### 5.1.3 INTERVENTION OF AN AGENT

In compliance with Act n°93-122 of January 29, 1993, called the Sapin Act, an Advertiser 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 Advertiser 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.

Advertisers 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 advertiser and the Agent. In any event, the Advertiser will remain liable to TF1 Publicité and must perform the obligations contracted in its name and on its behalf by its Agent.

The Advertiser 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.

### 5.1.4 CREATION OF AN ADVERTISER GROUP

TF1 Publicité offers any group of companies, which explicitly requests, the possibility of some or all of the companies it controls, being considered as a single entity for calculation of the discounts mentioned in the Classic Space Commercial Conditions applicable to the TV Medium or for the calculation of any other discount it may decide to grant where the following conditions are fully respected.

#### 5.1.4.A) CONDITIONS GOVERNING THE FORMATION OF AN ADVERTISERS' GROUP

- Determination of the scope of the Advertisers' Group

A legal person and subsidiaries of which it directly or indirectly owns more than half the authorised share capital and which are included within the consolidated accounts of the group in accordance with the so-called global integration method, may be regarded as belonging to the same "Advertisers' Group" for the purposes of calculation of the discounts granted by TF1 Publicité.

This will be judged according to the situation which exists on January 1 of year N.

- **Written request**

The scope of an "Advertiser Group" shall be defined on the basis of request received from the legal representative of the group's parent company<sup>1</sup> or a person who has been duly authorized for such purpose by the latter<sup>2</sup>:

- listing all the companies to be included in its "Advertiser Group": the said companies should respect the selection criteria chosen by TF1 Publicité, as described hereafter
- explicitly indicating its acceptance of the consequences of its choice for each company, as long as no change in the capital has led to it losing its status as an eligible company, and standing surely for the acceptance of each entity included in the said Advertiser Group.

In order to be taken into consideration with effect from year N such written requests must be sent to TF1 Publicité together with the consolidated accounts<sup>1</sup> of the group and any other document in support of the request (e.g. an organigramme) at the latest on 31 December of year N-1 or at least one (1) month before the date of first broadcast of an Advertisement on behalf of a company belonging to the Advertiser's Group.

In the event of signature of a partnership agreement between TF1 Publicité and the Advertiser Group, the said partnership agreement may replace the written request as long as said the partnership agreement is signed by the legal representatives of all the companies included in the Advertiser Group. The rules for determining the scope of the Advertiser Group shall remain the same.

- **Written authorization from TF1 Publicité**

TF1 PUBLICITÉ shall send written confirmation to the parent company of the group indicating its partial or full acceptance of the "Advertiser Group". TF1 PUBLICITÉ shall reserve the right to refuse to include a company where it does not satisfy the necessary conditions (insufficient shareholding, consolidated using other methods, proof not provided or inconclusive). In the event of signature of a partnership agreement between TF1 Publicité and the Advertiser Group, the said partnership agreement may replace the said written answer from TF1 Publicité.

#### 5.1.4.B) CONSEQUENCES OF FORMING AN ADVERTISER GROUP

The choice of belonging to an Advertiser Group shall commit the companies forming it as long as no change has taken place in the registered capital due to which it has lost its status as an eligible company. In this respect, the parent company of the requesting group shall agree to inform TF1 Publicité in writing of any change in the capital distribution of the Advertiser Group. From the moment that it is exercised, the choice of belonging to an Advertiser Group shall apply to the various companies mentioned by name in the written request from the parent company of the group or in any partnership agreement signed between TF1 Publicité and the said Advertiser Group, constituting the said Advertiser Group for all the Classic Space commercial conditions applicable to the TV medium with no possible derogation therefrom, which is guaranteed by the parent company of the requesting group.

<sup>1</sup> Chairman and Managing Director, or Director depending on the case

<sup>2</sup> The power of attorney should be enclosed with the request

#### 5.1.4.C) IMPLEMENTATION OF AN ADVERTISER GROUP

Each company shall receive its Advertising invoices throughout the civil year. The bonuses and discounts granted on orders and invoices shall be calculated Advertiser by Advertiser, regardless of the Advertiser Group concept.

At the start of the following year, bonuses resulting from application of the Classic Space Commercial Conditions of year N applicable to the TV Medium shall be calculated on the basis of the total turnover of the Advertiser Group taken on the whole as if it constituted a single entity. Sharing of bonuses among the different entities of the Advertiser Group may only be done in proportion to the **contribution which each of them makes to the total turnover of the Advertiser Group**.

An adjustment could then be made in terms of the percentage allocated to each subsidiary and the bonuses already applied to it on the invoice. A credit or invoice for the difference would then be established for each subsidiary and payment of the invoices issued in this respect would be guaranteed for TF1 Publicité by the parent company of the requesting group.

### 5.2 CONFIRMATION OF RESERVATION REQUEST – ESTABLISHMENT OF THE ADVERTISING ORDER

#### a) CONFIRMATION OF RESERVATION REQUEST IN AN UNIT MARKETING CONTEXT

TF1 Publicité registers the reservation requests in terms of reservation scheduling availabilities then sends the Advertiser or its Agent an Advertising Order confirming all or part of the initial request in terms of scheduling availabilities.

Dispatch of an Advertising Order confirming all or part of a reservation request does not block the Classic Space for the Advertiser. It is up to the Advertiser and/or its Agent to confirm the reservation by signing it and returning it to TF1 Publicité. When it is received, TF1 Publicité will check that the Classic Space concerned is still available:

- If the Classic Space concerned is still available, reception of the Advertising Order by TF1 Publicité makes the reservation definitive
- If the Classic Space concerned is no longer available, TF1 Publicité informs the Advertiser and/or its Agent immediately and offers alternative solutions. Where they are accepted, this will lead to dispatch of a new Advertising Order confirming the reservation request.

#### b) CONFIRMATION OF RESERVATION REQUEST IN AN MPI MARKETING CONTEXT

##### ▪ CONFIRMATION PROCEDURE

Upon reception of the Programming Brief, TF1 Publicité shall inform the Advertiser or the Advertiser's Representative of acceptance of all or part of the Programming Brief by any means used in the profession:

- at the moment of sending in the Advertising Orders in accordance with the schedule opening calendar attached to the Sales Conditions for all MPI requests formulated at schedule opening and,
- no later than within three (3) working days for all MPI requests formulated during the course of scheduling.

Depending on scheduling availability, TF1 Publicité reserves the right to partially accept or totally refuse the Programming Brief.

In the context of a partial acceptance, TF1 Publicité may send a Programming Brief counter-proposition to the Advertiser; the Advertiser shall have two (2) working days to accept or refuse the Programming Brief modified by TF1 Publicité.

In any case, the Advertiser may not claim damages with respect to the partial acceptance or refusal of a Programming Brief by TF1 Publicité.

The total or partial acceptance of a Programming Brief leads to the establishment of an Advertising Order by TF1 Publicité that the Advertiser shall commit to signing and returning under the conditions stated in Article 5.3 of the present General Sales Conditions.

##### ▪ MODIFICATION OF THE PROGRAMMING BRIEF ON THE ADVERTISER'S INITIATIVE

The Advertiser and/or the Advertiser's Representative shall inform TF1 Publicité in writing of any modification of the Programming Brief.

Any modification of the Programming Brief affecting a change in product or service and/or a change in the MPI offer shall lead to the establishment of a new Programming Brief by TF1 Publicité. The Advertiser shall have two (2) working days to accept the new Programming Brief. In case of refusal, the article "Cancellation of a Programming Brief on the Advertiser's initiative" shall apply and TF1 Publicité shall use the Classic Space concerned.

If the modification request concerns one or more elements in the Programming Brief, TF1 Publicité shall inform the Advertiser within two (2) working days of the possibility of establishing a new Programming Brief in light of scheduling availability.

If the modification request does not fall within the above-mentioned hypotheses, the request shall be sent to TF1 Publicité:

- no later than seven (7) calendar days before the MPI Wave starting date initially requested by the Advertiser in the Programming Brief in the following cases: reduction in GRP volume, reduction in average format or reduction in the number of sectors.
- no later than four (4) weeks before the MPI Wave starting date initially requested by the Advertiser in the Programming Brief if the modification request does not involve one of these cases.

In addition, if a modification in the Programming Brief leads to a reduction in the initial Programming Brief budget, the Advertiser shall commit to re-investing part of the total net budget amount cancelled in MPI over the same period within a time limit of ten (10) calendar days following the Wave Broadcast date stipulated in the Programming Brief.

In any event, a change in the Programming Brief under the conditions of the present article shall lead to the establishment of a new Advertising Order under the conditions mentioned in the article entitled "Confirmation of reservation request - establishment of the Advertising Order."

#### ■ MODIFICATION OF PROGRAMMING ON THE INITIATIVE OF TF1 PUBLICITÉ

In the context of an MPI Wave programmed in MPI Basic, TF1 Publicité shall send the Advertiser a schedule indicating the MPI programming wave(s) concerned three (3) weeks before the starting date of the MPI Wave(s) initially indicated by the Advertiser on the Programming Brief.

In the context of an MPI Wave programmed in MPI Plus, TF1 Publicité shall send the Advertiser a schedule indicating the MPI programming wave(s) concerned four (4) weeks before the starting date of the MPI Wave(s) initially indicated by the Advertiser on the Programming Brief.

In any event, TF1 Publicité may modify the above-mentioned schedules in order to optimise the Advertiser's MPI Waves during the period of MPI Wave broadcast. In this context, TF1 Publicité shall send the Advertiser and/or the Advertiser's Representative the rectified schedules daily during the broadcast of the MPI Waves concerned through the Advertising Orders.

#### ■ TF1 PUBLICITÉ COMMITMENTS IN THE MPI CONTEXT

TF1 Publicité obligations concern only the budget or the GRP volume indicated on the Programming Brief accepted in the context of a Class Space media buy in MPI on Channel TF1.

In consequence, TF1 Publicité shall commit to invoicing the Advertiser for the net amount of the MPI Wave effectively programmed, not to exceed the budget indicated in the accepted Programming Brief.

In addition, it is specified that commitment by TF1 Publicité shall be considered met whatever the MPI marketing mode chosen if the spread between the GRP volume resulting from effective programming made by TF1 Publicité and the GRP volume indicated in the Programming Brief is +/-5%; in this context, the Advertiser shall be accountable for the entire cost of the MPI Wave indicated in the Programming Brief.

In consequence, total or partial acceptance of the Programming Brief by TF1 Publicité shall not be equivalent to a firm and definitive commitment on the part of TF1 Publicité to respect all other programming elements desired by the Advertiser in this Brief, since TF1 Publicité is held only to an obligation of best efforts in this context. Therefore, the Advertiser may not take advantage of non-respect by TF1 Publicité of other elements in the Programming Brief, such as the GRP volume distribution constraints, to request a revision of costs or Net GRP Cost, for example.

### 5.3 VALIDATION OF THE ADVERTISING ORDER

TF1 Publicité reserves the right to dispose of the Classic Space stipulated in the Advertising Order as long as the Advertiser or its Agent has not returned a signed copy of the Advertising Order.

If the Advertising Order is not signed within a period of three (3) calendar days preceding the date of broadcast of the Advertisement the silence of the Advertiser and/or its Representative will be considered as acceptance of the Advertising Order.

Signature of an Advertising Order by an Advertiser or its Agent implies acceptance of the Classic Space Commercial Conditions applicable to the TV Medium and these general sales conditions, as well as respect of legal, statutory and/or professional, national or EU provisions applicable in such matters.

The prices, the Classic Space Commercial Conditions and the general sales conditions applicable to the Advertising Messages are those in force on the date of broadcasting of the said Advertising Messages, mentioned in the Advertising Order signed by the Advertiser and/or its Agent. To facilitate application of the prices and scheduling of the Advertising Messages, the product or service promoted in the Advertising Message may only be associated with a single Sector Code

In the event of Advertising Message assuring promotion of several products and/or services, the dominating Code Sector will be retained by TF1 Publicité

The Advertising Order does not grant the Advertiser and/or its Agent any form of exclusiveness in any way whatsoever.

The Advertising Order is personal to the Advertiser. Under no circumstance may it be transferred in any form or in any respect whatsoever. In particular, it may not be transferred free or on a paid basis under penalty of immediate cancellation of the Advertising Order with no prior notice. Where, during execution, a change of owner or a transfer of business takes place concerning the Advertiser, it shall be bound to ensure execution of the stipulations of the Advertising Order until they are completed or to remain personal guarantor for such completion.

Except where explicitly stipulated otherwise, the Advertising Order is specific to each Medium. No transfer may take place between one Medium and another.

### 5.4 MODIFICATION / CANCELLATION OF AN ADVERTISING ORDER

#### 5.4.1 CANCELLATION OF SCHEDULING AT THE INITIATIVE OF THE ADVERTISER

- in the case of Spot by spot marketing

The Advertiser and/or its Agent should inform TF1 Publicité of any cancellation of scheduling in writing at the latest thirty one (31) calendar days before the Broadcasting Date of the said Advertising Message as stipulated in the Advertising Order.

As soon as cancellation of scheduling at the initiative of the Advertiser and/or its Agent, respecting the previously-mentioned conditions, is known, TF1 Publicité shall once again be free to dispose of the Classic Space cancelled.

Where cancellation takes place less than thirty one (31) calendar days before the Broadcasting Date of the Advertising Message, the Advertiser shall be due to pay penalties under the following conditions:

- 25% of the amount of the Advertising Message(s) cancelled, where cancellation takes place **between the 31<sup>st</sup> and the 22<sup>nd</sup> calendar day, inclusive**, before Broadcasting of the Advertising Message(s) concerned;
- 50% of the amount of the Advertising Message(s) cancelled where cancellation takes place **between the 21<sup>st</sup> and the 14<sup>th</sup> calendar day, inclusive**, before Broadcasting of the Advertising Message(s) concerned
- 100% of the amount of cancellation of the Advertising Message(s) cancelled if cancellation takes place **less than fourteen (14) calendar days** before Broadcasting of the Advertising Message(s) concerned.

Any change in the length of an Advertising Message compared to what is stipulated in the Advertising Order, equivalent to cancellation of scheduling in the sense of this article, must only take place under the conditions and within the deadlines mentioned previously.

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

- In the case of MPI marketing

The Advertiser and/or its Agent should inform TF1 Publicité of any cancellation of Programming Brief in writing at the latest thirty one (31) calendar days before the desired Broadcasting Date as stipulated in the Programming Brief of the MPI wave concerned.

Where cancellation takes place less than thirty one (31) calendar days before the Broadcasting Date of the Advertising Message, the Advertiser shall be due to pay penalties under the following conditions:

- 25% of the amount of the Advertising Message(s) cancelled, where cancellation takes place **between the 31<sup>st</sup> and the 22<sup>nd</sup> calendar day, inclusive**, before Broadcasting of the Advertising Message(s) concerned;
- 50% of the amount of the Advertising Message(s) cancelled where cancellation takes place **between the 21<sup>st</sup> and the 14<sup>th</sup> calendar day, inclusive**, before Broadcasting of the Advertising Message(s) concerned
- 100% of the amount of cancellation of the Advertising Message(s) cancelled if cancellation takes place **less than fourteen (14) calendar days** before Broadcasting of the Advertising Message(s) concerned.

The reinvestment in Spot to Spot of the Programming Brief's amount does not exclude the application of penalties for late payment hereabove.

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

## 5.4.2 PROGRAMMING ARRANGEMENT ON THE ADVERTISER'S INITIATIVE IN THE CONTEXT OF UNIT MARKETING ADVERTISER

**5.4.2.a)** After the previously-mentioned deadline of thirty one (31) calendar days, TF1 Publicité shall offer the Advertiser and/or its Agent the possibility of rearranging the scheduling of one or more Advertising Message(s) subject to sending TF1 Publicité written notice at the latest twelve (12) calendar days before the Broadcasting Date of the said Advertising Messages stipulated in the Advertising Order.

This option may only be exercised in the case where the budget corresponding to the Advertising Messages concerned by the rearrangement request may be fully rescheduled, simultaneously, within a maximum period of ten (10) calendar days following the Broadcasting Date of the Advertising Messages concerned, as stipulated in the Advertising Order, within a limit of two (2) reschedulings in the same commercial offer, as stipulated in the Advertising Order.

Where the Advertiser and/or its Agent fails to respect the previously-mentioned conditions, the rearrangement request shall be considered as equivalent to cancellation of scheduling at the initiative of the Advertiser and it shall be bound to pay the full price of the Advertising Messages concerned by the rearrangement request.

The provisions of this Article do not apply to the Advertiser's investments in advertising made in the context of offers in respect of which the Commercial Conditions of the TV Medium provide that the choice of programming is firm and definitive (particularly offers reserved for campaigns in the Publishing, Telephone Personalisation, Social Networking Services and Live Show Sectors, or for Direct Marketing campaigns).

**5.4.2.b)** In the context of the purchase of Classic Space per Module, rearrangements at the initiative of the Advertiser, as mentioned previously, may only concern the choice of Module and, in no circumstances, the very composition of the Module.

## 5.4.3 PRICE OR SCHEDULING CHANGES AT THE INITIATIVE OF TF1 PUBLICITÉ

**5.4.3.a)** In view of the imperatives in terms of laws, practices or professional standards which TF1 Publicité has to respect, it reserves the right to change its prices and its Classic Space Commercial Conditions at any time, as long as the Advertiser and/or its Agent are informed thereof at the latest five (5) calendar days before the date when the changes come into force.

TF1 Publicité shall send a rectifying Advertising Order to the Advertiser and/or its Agent. The Advertiser and/or the Agent shall have a period of three (3) calendar days within which to accept or refuse the said changes.

In the case of agreement, the Advertiser and/or the Agent shall sign and return the rectifying Advertising Order to TF1 Publicité and the changes shall apply to Advertising Messages broadcast as from the date when the said changes come into force.

Where refusal is notified in writing within the previously-mentioned period of three (3) days, the Advertising Message(s) concerned shall be cancelled from the date of notification of refusal, with no compensation due from either party. Where TF1 Publicité and the Advertiser and/or its Agent agree to a new scheduling, a new Advertising Order shall be established and signed.

Where no answer is received from the Advertiser and/or its Agent within the previously-mentioned period of three (3) calendar days this shall be considered as acceptance of the changes which have taken place and the rectifying Advertising Order. Consequently, TF1 Publicité shall execute the rectifying Advertising Order and the Advertiser shall be due to pay the full price of the Advertising Messages broadcast as from the date when the said change come into force, as stipulated in the rectifying Advertising Order.

**5.4.3.b)** Exceptionally, TF1 Publicité shall reserve the right to change, within a period of less than five (5) calendar days, the prices and/or characteristics of one or more Classic Space(s) of an on-going campaign, due to the broadcasting of exceptional programmes or changes of its schedule due to which it had to alter the length of (one or more) Advertising breaks in order to respect the broadcasting quotas and rules imposed on the TV Medium.

TF1 Publicité shall inform the Advertiser and/or its Agent of this as soon as possible and shall send them a rectifying Advertising Order. The Advertiser and/or its Agent shall have a period of two (2) calendar days within which to accept or refuse the said changes.

In the case of agreement, the Advertiser and/or the Agent shall sign and return the rectifying Advertising Order to TF1 Publicité and the changes shall apply to Advertising Messages broadcast as from the date when the said changes come into force.

Where written refusal is received within the two (2) day period mentioned previously, TF1 Publicité may, at the request of the Advertiser, propose other Classic Spaces to replace the Classic Spaces that were exceptionally modified through the dispatch of a new Advertising Order, excluding any compensation from TF1 Publicité. The Advertiser and/or the Agent shall have a period of two (2) calendar days within which to accept or refuse the new Classic Spaces proposed as such by TF1 Publicité and the previously-mentioned rules shall apply.

Where no reply is received from the Advertiser or its Agent within two (2) calendar days of the rectifying Advertising Order being sent, this shall be considered as equivalent to its acceptance of the said Rectifying Order. Consequently, TF1 Publicité shall execute the rectifying Advertising Order and the Advertiser shall be due to pay the full price of the Advertising Messages broadcast as from the date when the said changes come into force, as stipulated in the rectifying Advertising Order.

**5.4.3.c)** Where the changes in price and/or the Classic Space Commercial Conditions and/or the general sales conditions affect Modules whose Broadcasting has started, no change in the price and/or the Classic Space Commercial Conditions and/or the general sales conditions shall apply to them since the conditions which apply to a module are those which are in force at the time of Broadcasting of the first Advertising Message forming the Module.

For Modules which are in the process of being Broadcast, it is stated that changes which only affect the positioning of breaks, with the exception of the number of Advertising Messages over a defined period of time and in the category of breaks corresponding to the type of Module chosen, may not start the procedure detailed heretofore since TF1 Publicité shall respect its contractual commitment and, consequently, the Advertiser and/or its Agent, informed of such changes, may not use them as a pretext for requesting cancellation of its Advertising Orders.

5.4.3.d) In the context of its "Assur écran" rate offer, TF1 Publicité shall, by means of a weekly flash, communicate the rate for screens concerned and a "GRP ceiling cost" on an associated target. Following broadcast, in the case where the GRP cost on an associated target is greater than the "GRP cost ceiling," TF1 Publicité shall reserve the possibility of lowering the rate (the rate will be changed only if it is lowered by more than €500) to reach the "GRP cost ceiling." In the opposite case, where GRP cost on the associated target is less than or equal to the "GRP cost ceiling," the rate will not be modified. It is specified that modified rates shall be communicated by TF1 Publicité during a weekly flash that follows broadcast on the screens concerned. AdvertisingAdvertiser

#### 5.4.4 CANCELLATION DUE TO PANDEMICS

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 the programming of one or more Advertisements 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 FOLLOW-UP OF ADVERTISING ORDERS

The Advertiser and/or its Agent may consult the status of its reservations registered by TF1 Publicité for TV Media on the Internet site accessible at the following address: <http://www.tf1pub.fr> thanks to the e-pocamp" extranet. Password requests are strictly personal and confidential and should be sent by e-mail to the following address: [tf1pubcom@tf1.fr](mailto:tf1pubcom@tf1.fr).

#### 5.6 RESERVATIONS REGARDING ACCEPTANCE OF AN ADVERTISING MESSAGE

TF1 Publicité shall reserve the right to refuse to broadcast any Advertising Message mentioned in the Advertising Order which could invoke, in any respect whatsoever, its liability, its ethical standards and, more generally, its interests or those of the TV Media concerned and the companies which use them.

Furthermore, TF1 Publicité reserves the right to refuse to broadcast an Advertisement although it has been the subject of a favourable opinion on the part of the Autorité de Régulation Professionnelle de la Publicité (Advertisers Professional Regulatory Authority) (hereinafter the "ARPP").

In addition, it is recalled that since the TV Media may not promote, either directly or indirectly, their competitors or their products or services or, more generally, their activity, TF1 Publicité shall reserve the right to refuse to broadcast any Advertising Message which could lead to the presentation, in any form whatsoever, on a TV Medium of a direct or indirect advert for a competitor of the TV Medium or an advert containing reminders of elements of a broadcast, programme, section, article, etc whose rights are held by a TV Medium or which features a presenter, known employee or programme of a competitor of the TV Medium.

Furthermore, TF1 Publicité reserves the right to refuse, within a programme environment, to broadcast: (i) any Advertisement denigrating the said programme and/or a TV Medium in general; (ii) any Advertisement liable to harm the image of the said programme and/or that of the TV Medium in general; (iii) any Advertisement emanating from another TV Medium for a programme competing with the programme within the environment of which the Advertisement is broadcast, (iv) any Advertisement that does not comply with the editorial policy of the programme and/or that of the TV Medium in general.

More generally, TF1 PUBLICITE shall reserve the right to refuse to broadcast any Advertising Message which contains or is liable to contain any elements liable to be detrimental to the rights or interests of others.

## 6. EXECUTION OF AN ADVERTISING ORDER

### 6.1 DELIVERY OF ADVERTISING ELEMENTS

For application of these general sales conditions, the expression "Advertising Elements" designates both the material elements necessary for Broadcasting of the Advertising Message on the TV Medium concerned, and the Advertising Message itself.

#### 6.1.1 PROVISION OF ADVERTISING MATERIALS:

##### 6.1.1.A) PROVISIONS COMMON TO THE PROVISION OF ADVERTISING MATERIALS:

For any Advertisement broadcast on a TV Medium, all the Advertising Materials must be sent to TF1 Publicité accompanied by a favourable opinion from the ARPP and by an identification form including the following information:

- The identity of the service provider supplying the advertising film,
- The title of the campaign or product name,
- The number of film(s) on the cassette to be taken into account,
- For each film: its Pub ID identifier, title, version number, start Time Code and length (HH:MM:SS:II),
- A description of the audio tracks: Mono 1 and 2, stereo 1 left or 2 right, the presence of Dolby Surround coding,
- A description of the Dolby-E audio tracks (only for multichannel, HD or Audio Description).

Advertising Materials in the form of cassettes must be delivered by the Advertiser or its Agent, entirely complete, at the latest ten (10) calendar days before the date of first Broadcast of the Advertisements concerned.

Advertising Materials in non-physical form must be delivered by the Advertiser or its Agent, entirely complete, at the latest six (6) calendar days before the date of first Broadcast of the Advertisements concerned.

One copy of the Advertising Materials must be sent to the following address: TF1 Publicité, 1 quai du Point du jour, 92656 Boulogne. Only copies will be accepted and no originals must be sent.

If TF1 Publicité is not in possession of all the Advertising Materials necessary for the Broadcast upon the expiry of the aforementioned time limits, the Advertiser will be liable to pay the whole price of the Advertisements concerned as if the Broadcast had taken place, on the understanding that neither the Advertiser, its Agent nor any interested third party will be entitled to claim any compensation or payment of any kind in such circumstances.

##### 6.1.1.B) PROVISIONS SPECIFIC TO THE PROVISION OF ADVERTISING MATERIALS IN NON-PHYSICAL FORM

With a view to associating its customers with its sustainable development policy, TF1 Publicité recommends that Advertisers and/or their Representatives deliver Advertising Materials in non-physical form in accordance with the specifications described in an Appendix.

### 6.1.2 TECHNICAL COMPLIANCE OF MATERIAL ELEMENTS

The terms indicated hereafter, whether used in singular or plural, have the meaning and scope defined hereafter:

**Delivery format:** designates the image format of the video content delivered to TF1 Publicité. A distinction is made between the "SD 4/3" format (standard definition in the 4/3), the "SD 16/9" format (standard definition in the 16/9) format and the HD (high definition) format.

**Image ratio:** designates the ratio between the width and height of the image of the video content delivered to TF1 Publicité. It is independent from the delivery format. For information, the following ratios are the most commonly used (1.33; 1.66; 1.77; 1.85; 2.35).

**Broadcasting format:** designates the image format actually broadcast by TF1 after the delivery format has been adapted to the broadcasting network.

**Broadcasting network:** designates all the equipment and hardware necessary to send the sound and video signals to the TV viewer, including the television receiver. A distinction is made between 4/3 networks which cannot reproduce an image in the 4/3 format and 16/9 networks which can reproduce the two formats in compliance with the table enclosed in the Appendix to these general sales conditions.

The material elements necessary to Broadcast an Advertising Message are specified at the level of the technical data sheet (hereinafter "the Technical Data Sheet"), corresponding to the category of TV Medium concerned, as shown in the Appendix.

For any Advertising campaign on a TV Medium, TF1 Publicité asks Advertisers to produce their Advertising films in stereo sound or Dolby Prologic stereo. Where Advertising films are provided in the "High Definition" format, the sound will be encoded additionally in the Dolby™ format according to the standards detailed in the Technical Data Sheet corresponding to the category of TV Medium shown in the appendix.

With the exception of advertising films containing teletext subtitles expressly described as such on the film reel record, TF1 Publicité will not accept advertising film that uses signals recorded in the vertical blanking interval (teletext type).

If the delivery format is different from the broadcasting format (appearance of black lines on the screen) the Advertiser and/or its Agent shall not be entitled to invoke this in order to request a price reduction; in any event, no compensation may be claimed in this respect by the Advertiser and/or its Agent.

An Advertising film delivered in the 16/9 format (16/9 SD or HD) will be broadcast on the 4/3 networks after conversion (appearance of black lines on the screen). The Advertiser and/or its Agent shall waive any claims for compensation due to this.

By signing the Advertising Order, the Advertiser explicitly acknowledges that conversion of the delivery format under the previously-mentioned conditions could change the image ratio in such a way that the compliance of any legal mentions in the Advertising Message with legal constraints could be contested.

As such, the Advertiser shall be personally responsible for taking these considerations into account when the Advertising Elements are produced.

The Advertisers should respect the duration indicated at the time of the reservation request which is understood to be the non-stop Broadcasting of an Advertising Message, meaning that there is no break (blue, graphic, Advertiser's logo, etc.). The duration shall not be considered as respected when the message provided results from the end-to-end assembly of two or more messages with a shorter format, even when linked by an insert.

TF1 Publicité shall reserve the right to refuse any broadcast which does not comply:

- with the "Technical data sheet" specific to the TV Medium concerned, with the delivery conditions of the Advertising Elements as described previously and/or the technical specifications specific to the TV Medium concerned
- and/or the Classic Space reservations made, particularly in the case where the format announced is not respected. In this case, it is recalled that the duration of an Advertising Messages is calculated strictly to the nearest second and the nearest image and that any excess, including an excess of one or more images, shall lead to TF1 Publicité refusing to Broadcast the Advertising Messages concerned and applying the provisions mentioned heretofore.

Where the message is unfit for broadcasting due to technical reasons, TF1 Publicité shall inform the Advertiser and/or its Agent immediately. The Advertiser and/or its Agent should then provide TF1 Publicité with a new copy respecting the technical standards for Broadcasting on the TV Medium concerned, it being understood that any costs relative to production of this new copy shall be paid by the Advertiser.

Where the Advertiser and/or its Agent cannot provide a new copy before the scheduled broadcasting date stipulated in the Advertising Order within the deadline indicated previously, the full price of the Broadcast(s) shall remain due by the Advertiser as if broadcasting had taken place.

## 6.1.3 COMPLIANCE OF THE MESSAGE

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

The Advertiser guarantees that it holds all the rights necessary to use its Advertising Message on the TV Media concerned, more particularly the rights for reproduction, adaptation, broadcasting and representation and, more generally, all the intellectual property rights relative to distinctive signs (brands, logos), videos, photos, music and other creative elements forming the Message, as well as all personality rights whatsoever, in particular rights to the image and/or respect of private life.

Consequently, the Advertiser shall guarantee TF1 Publicité and the TV Media concerned against any claim or legal action from all third parties, in particular authors, songwriters, singer-songwriters, performers, publishers and, more generally, any persons who could consider they have been harmed by the Advertising Message in any way whatsoever.

In this respect, the Advertiser shall agree to compensate TF1 Publicité and/or the TV Media concerned for the amount of any compromise settlement or definitive penalty, in principal, interest and accessories, ordered against TF1 Publicité and/or the TV Media concerned on the basis of legal action taken by any person who considers himself harmed by the Advertising Message in any way whatsoever, and to pay all the costs and fees directly incumbent on the Advertiser or TF1 Publicité or the TV Media concerned.

In addition, the Advertiser shall agree to inform TF1 Publicité, by e-mail or fax confirmed by registered letter, as soon as it becomes aware of any pre-litigation claim, complaint or legal action concerning, in any way whatsoever, the Advertising Message or the product(s) or service(s) promoted by the Advertising Message in such a way that TF1 Publicité and the TV Media concerned can exercise their rights.

### 6.1.3.b) RESPECT OF APPLICABLE LEGISLATION

In general, the Advertiser shall guarantee that the Advertising message does not contravene any law, legislation, legal, statutory or administrative and/or professional, national and/or EU provisions in force which are applicable in such matters.

The Advertiser guarantees that the Advertising Message does not contain any information that is defamatory, false, illegal and/or against the law or good moral standards and, in general, that the Advertising Message respects the terms and conditions agreed by the TV Media concerned and the authorities (Conseil Supérieur de l'Audiovisuel).

In this respect, TF1 Publicité shall reserve the carry out any inspection, or have it carried out, by any appropriate means of its choice, necessary to verify the compliance of a Advertising Message.

In any event, the Advertiser shall guarantee TF1 Publicité and the TV Media concerned against any claim or legal action whatsoever due to the Advertiser failing to respect its obligations as stated in this article.

The Advertiser shall agree to compensate TF1 Publicité and/or the TV Media concerned for the amount of any compromise settlement or definitive penalty, in principal, interest and accessories, ordered against TF1 Publicité and/or the Media concerned on the basis of legal action taken by a third party due to failure by the Advertiser to respect the obligations of this article, and to pay all the costs and fees directly incumbent on the Advertiser or TF1 Publicité or the TV Media concerned.

## 6.2 BROADCASTING OF THE ADVERTISING MESSAGE

### 6.2.1 COMMITMENT OF TF1 PUBLICITÉ

The commitment of TF1 Publicité shall only concern the Broadcasting of Advertising Messages on the TV Media concerned in the context of the planned Advertising Space, between or during programmes or sections, excluding any commitment in matters of broadcasting time. Consequently, the Advertiser may not invoke a change of time or date in order to request a change in the stipulations of the Advertising Order, in particular the price of the Advertising Message or cancellation of the Advertising Order.

For the Modules, the obligation of TF1 Publicité shall only concern Broadcasting of the number of Advertising Messages planned for the period determined in the Advertising Space category (basket of breaks) corresponding to the type of Module, to the exclusion of any commitment in matters of broadcasting times or dates.

For the Sector Codes indicated in the "List of Sector Codes" published by TF1 Publicité, TF1 Publicité shall reserve the right, for all TV Media, to broadcast, in the same Advertising Space, Advertising Messages which promote products or services with identical Sector Codes.

In addition, TF1 Publicité shall not guarantee the success of an Advertising campaign or the results obtained by the Advertiser and, in general, its responsibility may not be invoked in the case of any indirect damage suffered by the Advertiser in the context of its Advertising campaign on the TV Media concerned.

Consequently, every Advertising Message shall be broadcast under the sole responsibility of the Advertiser which, in addition, shall be liable for any consequences of inspections made by the authorities.

## 6.2.2 POSTPONEMENT OF BROADCASTING

Where, for any reason whatsoever, TF1 Publicité cannot broadcast an Advertising Message on the TV Media concerned on the date and in the location stipulated in the Advertising Order, broadcasting of the said Advertising Message may be postponed to a later date, with the prior, written agreement of the Advertiser and/or its Agent. Where such postponement is not possible or where the proposal made by TF1 Publicité is not accepted by the Advertiser or its Agent, the price of the Advertising Message that is not broadcast will not be due by the Advertiser. In any event, no compensation may be claimed by the Advertiser and/or its Agent due to this.

## 6.2.3 CLAIMS RELATIVE TO SCHEDULING AND/OR BROADCASTING OF AN ADVERTISING MESSAGE 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 Advertisements 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 regarding the scheduling and/or Broadcasting of an Advertising Message on the TV Media concerned must be made within three (three) working days of the date when the said Advertising Message is Broadcast. Where it turns out that the responsibility of TF1 Publicité or the TV Media concerned is engaged in this respect, it shall be limited to the amount of the Advertising Message invoiced for the Broadcast in question.

No claims concerning the intrinsic quality of an Advertising Message shall be taken into account by TF1 Publicité. Where the Advertiser and/or its Agent wishes improve it by making technical changes in its Advertising Message, such improvements should be made while respecting the technical standards in force for the TV Medium that is to broadcast the Advertising, it being understood that costs incurred by such changes shall be paid in full by the Advertiser..

## 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 Advertising Message is Broadcast. Invoices sent monthly to the Advertiser by TF1 Publicité. **The original invoice is sent to the Advertiser.** 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 Advertising Message, the invoice will state all the references of its presence on the Media and the related basic charge.

### 7.1.2 SPECIFIC TERMS

Advertising Messages 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 Advertising Message, TF1 Publicité may request that a Advertiser 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 Advertiser with payment conditions specific to schedule of the Advertiser's Advertising Message. Similarly, Advance invoicing with payment conditions specific to the schedule of the Advertiser's Advertising Message will apply to Advertising Messages for which the sale is subject to advance payment according to article 7.2.6.

### 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 Advertiser and the Representative. In any case, the amount stated on the invoice not affected by the dispute remains payable by the Advertiser, 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 Advertiser 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 Advertiser to their Representatives do not release the Advertiser 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 Advertiser unless the invoice is disputed, addressed in writing by the Advertiser 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 Advertiser to TF1 Publicité, the credit note will apply to the Advertiser's oldest invoice.

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

If the Advertiser 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 Advertiser. The Advertiser 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 Advertiser.

### 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 Advertiser 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 Classic Space 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 Advertiser any specific conditions stated in the Classic Space Commercial Conditions for the TV Media concerned, if the Advertiser has not respected the TF1 Publicité terms of payment. This will apply so long as the Advertiser 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 Advertising Contracts, in the following cases:

- Advertiser not yet referenced with TF1 Publicité, or Advertisers 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 Advertiser without sufficient guarantees of their solvency. Moreover, TF1 Publicité may request advance payment for a Advertising Message before Broadcast from Advertisers for which TF1 Publicité has already noted payment incidents during Advertising 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 Advertiser 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 Advertiser may be refused.

### 7.2.3 PENALTY CLAUSE

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

### 7.3 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.

## 8.1 PERSONAL DATA OR NOMINATIVE INFORMATION

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

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 Advertiser 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 AUTHORIZATION TO USE THE ADVERTISING ELEMENTS

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

The Advertiser acknowledges and accepts that, as regard Advertising Messages, signature of an Advertising Order shall grant TF1 Publicité the right to reproduce, represent and adapt all or part of the Advertising Elements for the purpose of any communication and/or promotion of its activities, in particular for professional information, in regard to Advertisers and/or agencies, according to the procedures used in such matters and for all media, in particular on the TF1 Publicité Internet site. Consequently, TF1 Publicité shall reserve the right to broadcast all or part of the Advertising Elements in a public and/or private place, in particular in order to inform the Advertisers and agencies and to mention the Advertiser's name.

### 8.2.2 USE FOR THE PRODUCTION OF STUDIES

At the initiative of TF1 Publicité, a study of the impact of the advertising operation of the Advertiser broadcast on the TV Media may be offered to it. In this case, TF1 Publicité and the Advertiser 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 Advertiser, 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 Advertiser 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 Advertiser.

## 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 Advertiser 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 Advertiser 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 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.

### 8.3.3 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.

### 8.3.4 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 Advertiser and its Agent elect domicile at the addresses indicated in the Advertising Order 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.

### 8.3.5 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.

## APPENDIX 1: PRODUCT DATA SHEET (EDI VERSION)

	Advertiser	Purchase Agent		Invoice Agent
New (Yes/No)				
Company name				
Group				
Address				
Zip code				
Town				
Phone number				
Fax number				
SIRET number				
VAT				
Budget manager				
Budget manager's e-mail				
Direct purchase (Yes/No)				

Only to be filled in if the invoice agent is different from the purchase agent

List of sectors

List of targets

Name of product	Product no. Agency code	Sectorial exclusiveness (Yes/No)	Main sector code <small>List</small>	Secondary sector code <small>List</small>	Film format(s)	Main sector code <small>List</small>	Secondary sector code <small>List</small>	Creation agency

# BRIEF DE PROGRAMMATION MPI

## EN COÛT GRP NET sur TF1

### IDENTITE DU PRODUIT

Produit (libellé)

Code Produit TF1

Annonceur

Mandataire

Contact & coordonnées

Cible garantie

### Commentaire Agence

### Commentaire TF1 Publicité

RP en charge de la campagne

### OBJECTIFS DU PLAN

Offre :  MPI PLUS  MPI BASIC Version  Date

Dates de la campagne du  au

Pression globale  GRP

Budget Net FO (\*\*)  K€

Premiums  OUI  NON

Formats  
 Format n°1  secondes      Format n°2  secondes

#### Répartition par tranches horaires (en % GRP)

Day	<input type="text"/> %	écrans (0300 - 1799)	<input type="text"/> GRP
Access	<input type="text"/> %	écrans (1800 - 1999)	<input type="text"/> GRP
Peak	<input type="text"/> %	écrans (2000 - 2199)	<input type="text"/> GRP
Night	<input type="text"/> %	écrans (2200 - 2899)	<input type="text"/> GRP

#### Objectifs Additionnels MPI Plus

Exclusion Jour Nommé

Optimisation cible secondaire

Démarrage en Prime Time (1900-2199)

Répartition par sous-période

#### Répartition par semaine active (en nb de GRP)

Semaine	du	au	GRP	%	Format 1	Format 2
Semaine 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semaine 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semaine 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semaine 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semaine 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semaine 6	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semaine 7	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semaine 8	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Semaine 9	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

#### Répartition des formats (en %)

(\*) Les codes secteurs utilisés sont ceux de la fiche produit

(\*\*) La présence de multi-annonceurs et/ou multi-marques entrainera une majoration du budget

## APPENDIX 2: PRICE INDEXES FOR 2012 FORMATS

### APPLICABLE TO ALL TV MEDIA MANAGED BY TF1 PUBLICITÉ

Duration (in seconds)	Index
3	28
5	35
6	38
7	41
8	44
9	47
10	50
12	57
15	67

Duration (in seconds)	Index
20	81
22	97
25	95
30	100
35	130
40	150
45	170
50	190
60	230

The indexes of formats of more than 60 seconds are provided on request.

Programming of a campaign in a format of more than 60 seconds must be approved beforehand by TF1 Publicité according to schedule availabilities.

#### Rounding rules:

After application of the format indexes, the prices are rounded to the nearest Euro using the following rule:

- to the lower Euro up to €0.49
- to the higher Euro as from €0.50.

## GRILLES D'INDICES DE COUT GRP NET GARANTI

### Cibles garanties :

Cibles féminines	Cibles jeunes	Cibles mixtes
<ul style="list-style-type: none"> <li>• Femmes 15 à 49 ans RDA</li> <li>• RDA &lt; 60 ans</li> <li>• Femmes 25 à 49 ans</li> <li>• Femmes 35 à 49 ans</li> <li>• Femmes 25 à 59 ans</li> </ul>	<ul style="list-style-type: none"> <li>• Femmes 25 à 59 ans RDA</li> <li>• Femmes RDA + enfants</li> <li>• Femmes 35 à 59 ans</li> <li>• Femmes 15 à 49 ans</li> <li>• Femmes RDA+ enfants &lt; 25 ans</li> </ul>	<ul style="list-style-type: none"> <li>• Femmes 25 à 34 ans</li> <li>• Individus 15 à 34 ans</li> </ul>
		<ul style="list-style-type: none"> <li>• Individus 25 à 49 ans</li> <li>• Individus 25 à 59 ans</li> <li>• Individus 15 à 49 ans</li> <li>• Individus 35 à 59 ans</li> <li>• Individus 25 à 49 ans + enfants</li> </ul>

### Indices de périodes :

du 1 <sup>er</sup> au 8 janvier	du 9 janvier au 12 février	du 13 au 29 février	du 1 <sup>er</sup> au 31 mars	du 1 <sup>er</sup> au 30 avril	du 1 <sup>er</sup> au 31 mai	du 1 <sup>er</sup> au 30 juin	du 1 <sup>er</sup> au 15 juillet
80	85	84	102	107	110	116	80

du 16 juillet au 19 août	du 20 au 31 août	du 1 <sup>er</sup> au 30 septembre	du 1 <sup>er</sup> au 31 octobre	du 1 <sup>er</sup> au 30 novembre	du 1 <sup>er</sup> au 21 décembre	du 22 au 31 décembre
58	92	113	114	115	115	95

### Indices de day parts :

*Day :* de l'intitulé d'écran 0300 à 1799  
*Access :* de l'intitulé d'écran 1800 à 1999  
*Peak :* de l'intitulé d'écran 2000 à 2199  
*Night :* de l'intitulé d'écran 2200 à 2899

Cibles féminines				Cibles jeunes				Cibles mixtes			
Day	Access	Peak	Night	Day	Access	Peak	Night	Day	Access	Peak	Night
84	95	123	88	86	94	124	82	88	95	120	87

## ANNEXE 3 : 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 of advertising space, reservation of locations, signature of orders, 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 Advertising Orders concerning your Campaigns and Advertising Orders, Advertising Orders 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 orders.

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 Advertising Orders concerning your Campaigns and Advertising Orders, Advertising Orders 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 orders.

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 Advertising Orders concerning your Campaigns and Advertising Orders, Advertising Orders 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 orders.

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

Where you authorize your agent to appoint a sub-agent

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 Advertising Orders concerning your Campaigns and Advertising Orders, orders which you should sign and return before the start of the campaign and at the time of any change in scheduling which takes place during the said campaign
- a copy of the invoice corresponding to these orders.

You will not benefit from the pooling bonus indicated in the Commercial Conditions.

# AGENCY CONTRACT CERTIFICATE

## We undersigned

Registered compagny 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 registred office) \_\_\_\_\_ Zip Code \_\_\_\_\_ City \_\_\_\_\_ Country \_\_\_\_\_

Address of sending of invoices: \_\_\_\_\_  
(If different of the billing adress) \_\_\_\_\_ 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 compagny 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 registred 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 compagny 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 registred 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  WEB  PRODUCT PLACEMENT   
 > PARRAINAGE  MOBILE  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"*



## ANNEX 4: TELEVISUAL MEDIA SPECIFICATIONS

### TECHNICAL SPECIFICATIONS FOR DELIVERY OF ADVERTISING SPOTS TO TF1 PUBLICITÉ

It is explicitly understood that the spot delivered must meet the specifications of "*Recommandation Technique PAD Editeurs (CST/FICAM/HDFORUM) CST - RT - 017 - TV - v3.0 - 2011*" (*Technical Recommendations for Broadcast-Ready Editors*). The document is available on request or on the CST: <http://www.cst.fr> and FICAM: <http://www.ficam.fr> websites.

### CONTENTS OF TELEVISUAL MEDIA SPECIFICATIONS

\_Toc303014219

- 1 Delivery Formats for Advertising Spots
  - 1.1 Magnetic Media
    - 1.1.1 SD Format
    - 1.1.2 HD Format
  - 1.2 Immaterial Media
- 2 Delivery Deadlines
  - 2.1 Magnetic Media
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- 3 Broadcast Formats
  - 3.1 16/9 Broadcast Formats
  - 3.2 4/3 Broadcast Formats
- 4 Technical Specifications
  - 4.1 Video Specifications
  - 4.2 Audio Specifications
    - 4.2.1 General Points
    - 4.2.2 Dolby E Tracks 7 and 8
  - 4.3 Time Code Specifications
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- 6 PubID, Label & Identification File
  - 6.1 PubID
  - 6.2 Label and Magnetic Media technical Identification
  - 6.3 Immaterial Identification File
- 7 Verification
- 8 Subtitles: The Teletext Standard

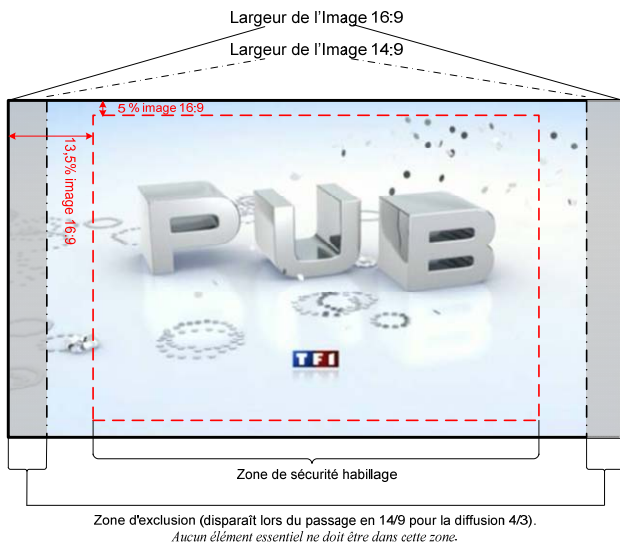
1. Delivery Formats for Advertising Spots

Advertising spots contain, systematically and at a minimum, a video component and a stereo audio component. TF1 Publicité also takes charge of multi-channel and audio description components, as well as a subtitled teletext component for the hearing-impaired.

Components delivered in the advertising spot						
Video	SD 16/9 FHA			HD		
Audio	VF	Mandatory	AES 1 - PCM	VF	Mandatory	AES 1 - PCM
	AD*	Optional	AES 2 - PCM	AD*	Optional	AES 2 - PCM
				5.1	Optional	AES 2 - Dolby E
				5.1 + AD*	Optional	AES 2 - Dolby E
Subtitle Data	Optional	To be defined	Optional	To be defined	To be defined	

\*AD: Audio Description

Advertising spots must be delivered **only** in "16/9" (FHA for SD) format with an image ratio equal to or greater than 1.77 with a sufficient 14/9 protection zone ("shoot and protect 14/9"), as shown in the following diagram.



16/9 display with safety zone

The useful part of the image must not be located in the "exclusion zone;" graphic elements must be located in the "format safety zone" in order to preserve useful information in the process of converting to a 14/9 "letterbox" format during broadcast on 4/3 networks, as mentioned in Chapter 3, BROADCAST FORMATS.

Refer also to Technical Recommendation V.1 CST-RT-018-TV-2008, "Advertising spot protection zones for television broadcast."

1.1 **Magnetic Media**

If the Advertiser so desires, different Advertising Spots may be recorded on the same cassette if they are part of the same campaign.

1.1.1 **SD Format**

Delivery in Digital Betacam in the "SD 16/9" (FHA) format (image ratio equal to or greater than 1.77) only, with stereo or surround audio in PCM on AES 1 tracks 1 and 2. For optional delivery of an "audio description"-type stereo, the Digital Betacam media must include a pair of AES 2 in PCM for tracks 3 and 4. Audio flux (AES 1 and AES 2) must comply with the audio standards described below.

New, unused cassette in small 40-minute format. Magnetic flux on tape should comply with manufacturer's specifications.

### 1.1.2 HD Format

Delivery in HD-CAM 16/9 1/2-inch format (image ratio equal to or greater than 1.77), with video in original format and the following attributions for audio tracks:

- AES 1 pair (tracks 1 and 2): FV PCM stereo
- AES 2 pair (tracks 3 and 4): one of the following cases
  - Empty tracks
  - Audio description in PCM stereo
  - Multi-channel 5.1 in Dolby E
  - Multi-channel 5.1 and audio description in Dolby E

The quality of the delivered product must be irreproachable and recording must be first-generation HD-CAM (except in the case of an HD-CAM/HD-CAM copy, which must be done in SDTI).

New, unused cassette in small 40-minute format. Magnetic flux on tape should comply with manufacturer's specifications.

*N.B.: HD-CAM cassette duration specified on the box should correspond to a 60 Hz signal. For a 50 Hz signal, duration must be significantly longer (+20%).*

## 1.2 Immaterial Media

TF1 Publicité accepts delivery of advertising spots in an immaterial format. The Advertiser should contact one of the TF1 partner companies providing this type of delivery service<sup>2</sup> in order to know their technical delivery method.

Currently: IMD  
53, rue d'Hauteville - 75010 Paris  
+33 (0)1 4949 99 71  
[www.imdplc.com](http://www.imdplc.com)

ADSTREAM  
6 rue Paul Vaillant Couturier – 92300 Levallois-Perret  
+33 (0)1 4401 50 60  
[www.adstream.fr](http://www.adstream.fr)

The updated list can be consulted on the TF1 Publicité website: [www.tf1pub.fr](http://www.tf1pub.fr)

## 2. Delivery Deadlines

### 2.1 *Magnetic Media*

Advertising spots delivered on magnetic media must be supplied to TF1 Publicité ten (10) calendar days before the date of first broadcast.

### 2.2 *Immaterial Media*

Advertising spots delivered as files must be supplied to TF1 Publicité six (6) calendar days before the date of first broadcast.






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<sup>2</sup> The opening of an immaterial reception service will be generalised when the file format becomes standard and PubID is implemented

3. Broadcast Formats

3.1 *16/9 Broadcast Formats*

The Broadcast Format for a spot in the 16/9 format depends on the broadcast network according to the following table:

Livraison	Affichage 4/3	Affichage 16/9	
			Réseau 4/3
			Réseau 16/9

(\*) After activation of close-ups

3.2 *4/3 Broadcast Formats*

For channels that do not broadcast in the 16/9 format, the Broadcast Format shall be adapted as it was for the 4/3 Network (see table below).

4 Technical Specifications

The use of different digital video compressions shall be indicated on the label and on the technical identification file by specifying the type of compression and throughput.

4.1 *Video Specifications*

In compliance with Paragraph A.1 of the reference document

"Recommandation Technique PAD Editeurs (CST/FICAM/HDFORUM) CST - RT - 017 - TV - v3.0 - 2011" (Technical Recommendations for Broadcast-Ready Editors)

4.2 *Audio Specifications*

4.2.1 **General Points**

In compliance with Paragraph A2 of the reference document

"Recommandation Technique PAD Editeurs (CST/FICAM/HDFORUM) CST - RT - 017 - TV - v3.0 - 2011" (Technical Recommendations for Broadcast-Ready Editors)

The advertising spot soundtrack must never start before the first useful image has appeared and must end after the last useful image.

4.2.2 **Dolby E Tracks 7 and 8**

Dolby E tracks 7 and 8 must comply with the mono or stereo signal specifications found in the reference document.

"Recommandation Technique PAD Editeurs (CST/FICAM/HDFORUM) CST - RT - 017 - TV - v3.0 - 2011" (Technical Recommendations for Broadcast-Ready Editors)

Attribution of tracks 7 and 8:

- Advertising spot in 5.1 multi-channel: Dolby E tracks 7 and 8 re empty
- Advertising spot in 5.1 multi-channel + Audio Description: Dolby E tracks 7 and 8 contain the left and right stereo pathways of the Audio Description

4.3 *Time Code Specifications*

In compliance with Paragraph A3 of the reference document

"Recommandation Technique PAD Editeurs (CST/FICAM/HDFORUM) CST - RT - 017 - TV - v3.0 - 2011" (Technical Recommendations for Broadcast-Ready Editors)

#### 4.4 Subtitle specifications

Corresponding French subtitles shall be delivered in a "closed" **EBU (or UER) N19 format**; this format is sometimes designated as CEEFAX or Level 1 Teletext (however, this format is different from the "open" format). The corresponding subtitle file shall be delivered under the name *PubID.sif* – where *PubID* is the unique identifier of the advertising spot (see §0 6.1 *PubID*) and ".sif" is the subtitle file extension – and shall have the following properties:

Code page	: 850 International
Code language	: OF French
Country of origin	: FRA France
Character table	: 00 Latin 6937/2-1983

Specifications for the subtitle standard are listed in Article 7 of the present Appendix.

#### 5. Organisation of contents

##### In compliance with Paragraph A4 of the reference document

"Recommandation Technique PAD Editeurs (CST/FICAM/HDFORUM) CST - RT - 017 - TV - v3.0 - 2011" (Technical Recommendations for Broadcast-Ready Editors) with the following specificities:

- In the case where different advertising spots are on the same media, they must be separated from each other by 30" of coded silent black
- The term "programme" is replaced by "advertising spot"
- Figure 3 of the reference document: The term "HD video programme" is replaced by "HD or SD advertising spot"
- In Paragraph A.4.1.2, textual elements identifying the Clapperboard are replaced by:
  - Campaign or product title
  - Title of the spot and its version number, TC start and duration (HH:MM:SS:II)
  - Description of audio track formats with track attribution

#### 6. PubID, Label and Identification File

##### 6.1 *PubID*

Each advertising spot delivered to TF1 Publicité must have a unique identifier for all market players: *PubID*

For all information concerning the *PubID* identifier: visit the [www.pubid.fr](http://www.pubid.fr) site or contact the ARPP or SNPTV (advertising regulations) authorities.

##### 6.2 *Label and Magnetic Media Technical Identification*

A label must **imperatively** be attached to the cassette on the emplacements designed for this purpose (without overlapping the window or the box), as well as on the box. In addition, no label or identification should be placed on the cassette spine.

The label attached to the cassette must indicate:

- The service provider's identity,
- The number of spots present on the cassette,
- The title of the campaign or product,
- The list of unique *PubID* identifiers corresponding to each of the spots found on the tape,
- The description of the audio tracks:
  - PCM: Mono 1 and 2; stereo, left or right channel; presence of Dolby Surround coding; presence of an Audio Description
  - Dolby E: 5.1 multi-channel, presence of an Audio Description.

Each cassette must be accompanied by a file containing:

- The service provider's identity,
- The title of the campaign or product,
- The number of spots present on the cassette or to be taken into account,
- For each spot: the *PubID*, title, version number, TC start and duration (HH :MM :SS :II),
- The description of PCM audio tracks: Mono 1 and 2; stereo, left or right channel; presence of Dolby Surround coding; presence of an Audio Description
- The description of Dolby-E audio tracks: 5.1 multi-channel, presence of an Audio Description.

##### 6.3 *Immaterial Identification File*

In the case of an advertising spot delivered in an immaterial format, the identification file shall be transmitted by the file delivery service provider.

#### 7. Verification

##### In compliance with Paragraph A6 of the reference document

"Recommandation Technique PAD Editeurs (CST/FICAM/HDFORUM) CST - RT - 017 - TV - v3.0 - 2011" (Technical Recommendations for Broadcast-Ready Editors).

**8. Subtitles: The Teletext Standard**

(Ref.: Teletext Specification SPB 492, of the European Broadcasting Union, EBU/UER).

A page in level 1.5 teletext format includes 24 lines of 40 characters. Three characters are imposed by the standard; the 37 remaining characters and the 23 other lines may contain text or graphic characters or control characters.

These control characters enable:

- > choosing one of seven character colours,
- > choosing one of eight background colours,
- > selecting double height,
- > selecting blinking,
- > selecting whether the graphic image is separated or held together,
- > embedding.

**A control character uses an emplacement:** it is valid until the following change in the current line or up to the end of the line. On the television screen, it is displayed as a space. By default, at the beginning of each line display is made using single height white text characters on a black background.

**Character colour:**

Seven colours are available: white, yellow, red, magenta, green, cyan, blue.

The choice of a character colour **simultaneously selects** one of two modes: text or graphic.

**Background colour:**

Eight colours are available: red, green, yellow, blue, magenta, cyan, white, black.

Selecting a black background is done using a special code. For the other background colours, a "new background" control code must be selected. The current character colour is then taken as the background colour.

**Blinking:**

Two control characters enable defining a blinking zone inside the line.

**Height:**

Double height uses the line where it has been defined (L) and the following line (L+1). Therefore, it is not possible to use a double height on line 23.

The L+1 data re ignored and spaces are displayed at the emplacements where the double height has not been defined. Spaces are displayed using the background colour of line L.

**Entering text characters:**

The set of characters used includes:

- > numbers,
- > upper- and lower-case alphabetical characters,
- > in French, the following accented characters: é, à, â, ê, è, ù, #, è, â, ô, ù, ç,
- > the following characters: spacebar, !, ", %, &, ' (,), \*, +, ,, -, ., /, :, ;, <, =, >, ?.

Any other character entered is not taken into account.

**Format of teletext subtitle files**

Subtitle typesetters must save these titles in the standardised UER N19 format (.stl extension).

These files must not contain errors in CEEFAX standards.

To enable broadcasting subtitles, the service provider must deliver the monolingual European Teletext files in a UER N19 format to TF1. Before doing this, the contents of .stl files must be checked and must comply with the broadcast file furnished by TF1.

Subtitles are coded according to the World System Teletext (CEEFAX) standard; i.e., added in the form of data in the field suppression lines.

Broadcast is synchronised on the reception of time codes. These time codes can be generated by the equipment to check subtitle contents independently of the video.

The advertising spot time code, which is recorded on the subtitle composition sources, must increase only and must not pass through 0 time.

Starting time for the advertising spot must be greater than 0h 0mn 2s 0i.

Composition rules for the source in the UER tele-exchange format

Code page	:	850 International
Code language	:	OF French
Country of origin	:	FRA France
Character table	:	00 Latin 6937/2-1983
Row number	:	must be between 1 and 23
Character colour	:	black must not be used
Background colour	:	all colours may be used
Character size	:	single or double height
Number of lines per subtitle	:	limited to 7
Characters	:	the standard set of graphic characters is allowed.

Only the STL 625.1 (25 images per second) standard may be used.

Increasing time code that does not pass through 0. The advertising spot must have a title. The maximum number of characters per line is 40 :

- 2 characters are used to code start of embedding,
- 1 character is used to code double height,
- 1 character is used to code a character colour other than white.

⇒ Number of useful characters :

- 37 for a double-height subtitle in white,
- 36 for a double-height subtitle in colour.

## APPENDIX 5: FINANCIAL APPENDICES

### TRADITIONAL SPACE TERMINOLOGY ON THE TF1 CHANNEL

In the Traditional Space Commercial Conditions and general conditions of sale for the TF1 Channel, the following terms are used in accordance with the definitions associated with them below:

#### “BASIC PRICE” REVENUE<sup>3</sup>

Basic Price Revenue is the revenue resulting from the application of the prices published by TF1 Publicité, as regularly communicated to the market and available on the website at <http://www.tf1pub.fr>, weighted according to the format indicator of the Advertisements broadcast, before any adjustments of any nature.

#### “GROSS PRICE” REVENUE

Gross Price Revenue is the Basic Price Revenue defined above less any price rebates (e.g. seasonal rebates, etc.), before any adjustments of any nature.

#### “GROSS ENHANCED PRICE” REVENUE<sup>4</sup>

Gross Enhanced Price Revenue is Gross Price Revenue defined above, adjusted:

- ♦ For any rebates and/or free relative MPI Offers ;
- ♦ For any current order rebates resulting from the application of specific conditions applicable to collective, governmental and public interest campaigns;
- ♦ For any uplifts for preferential slots, multi-brand or multi-advertiser uplifts, references to radio or press publications;
- ♦ For rebates for campaigns in the Publishing, Telephone Personalisation, Social Networking Services and Live Shows Sectors, and for rebates for direct marketing campaigns.

#### “GROSS CORRECTED PRICE” REVENUE

Gross Corrected Price Revenue is the Gross Enhanced Price Revenue defined above less any purchase opportunity rebates or “Special Offer” rebates.

#### “GROSS INVOICED” REVENUE

Gross Invoiced Revenue is the Gross Corrected Price Revenue defined above less any free advertisements.

#### “GROSS NEGOTIATED CURRENT ORDER” REVENUE

Gross Negotiated Current Order Revenue is the Gross Invoiced Revenue defined above less any current order rebates (namely those applied to the level of the advertisement, as soon as the advertising order is received, e.g. new advertiser bonus, SME-SMI bonus.

#### “GROSS NEGOTIATED” REVENUE<sup>5</sup>

Gross Negotiated Revenue is the Gross Negotiated Current Order Revenue defined above less any contractual rebates applied to the invoice.

#### “GROSS NEGOTIATED – 15%” REVENUE

Gross Negotiated – 15% Revenue is the Gross Negotiated Revenue defined above less the standard discount.

#### “NET CURRENT ORDER” REVENUE

Net Current Order Revenue is the Gross Negotiated – 15% Revenue defined above less the advance payment in respect of the volume discount deducted from the invoice.

#### “NET END OF ORDER” REVENUE<sup>6</sup>

Net End of Order Revenue is the Net Current Order Revenue defined above less all discounts paid in the form of separate credit notes including the centralisation bonus if this is paid in this way.

#### For the record:

#### “GROSS KANTAR MÉDIA REVENUE

Gross Kantar Média Revenue is the Revenue as collected Kantar Média.

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<sup>3</sup> Or “Basic Tariff” according to the UDECAM terminology

<sup>4</sup> According to the UDECAM terminology

<sup>5</sup> Or “Gross Purchase Basis” according to the UDECAM terminology

<sup>6</sup> Or “Net Invoiced Space” according to the UDECAM terminology

## TRADITIONAL SPACE TERMINOLOGY ON THEMATIC CHANNELS

In the Traditional Space Commercial Conditions and general conditions of sale for the Thematic Channels, the following terms are used in accordance with the definitions associated with them below:

### “BASIC PRICE” REVENUE<sup>7</sup>

Basic Price Revenue is the revenue resulting from the application of the prices published by TF1 Publicité, as regularly communicated to the market and available on the website at <http://www.tf1pub.fr>, weighted according to the format indicator of the Advertisements broadcast, before any adjustments of any nature.

### “GROSS PRICE” REVENUE

Gross Price Revenue is the Basic Price Revenue defined above less any sector-based price rebates, before any adjustments of any nature.

### “GROSS ENHANCED PRICE” REVENUE<sup>8</sup> OR “GROSS CORRECTED PRICE” REVENUE

Gross Enhanced Price Revenue or “Gross Corrected Price Revenue is the Gross Price Revenue defined above, adjusted:

- For current order rebates resulting from the application of our specific conditions applicable to collective, governmental and public interest campaigns;
- For any uplifts for preferential slots, multi-brand or multi-advertiser uplifts;
- For rebates for campaigns in the Publishing, Telephone Personalisation, Social Networking Services and Live Shows Sectors;

and defined, if they exist, in the Traditional Space Commercial Conditions specific to the Thematic Channel concerned.

### “GROSS INVOICED” REVENUE

Gross Invoiced Revenue is the Gross Enhanced Price Revenue or Gross Corrected Price Revenue defined above less any free advertisements.

### “GROSS NEGOTIATED” REVENUE<sup>9</sup>

Gross Negotiated Revenue is the Gross Invoiced Revenue defined above less any contractual rebates applied on the invoice to the level of the advertisement.

### “GROSS NEGOTIATED – 15%” REVENUE

Gross Negotiated – 15% Revenue is the Gross Negotiated Revenue defined above less the standard discount.

### “NET CURRENT ORDER” REVENUE OR NET END OF ORDER REVENUE<sup>10</sup>

Net Current Order Revenue or Net End of Order Revenue is the Gross Negotiated – 15% Revenue defined above less all discounts granted to the Advertiser including the centralisation bonus.

### For the record:

### “GROSS KANTAR MÉDIA” REVENUE

Gross Kantar Média is the Revenue as collected by Kantar Média, if this is done for the TV Medium in question.

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7 Or “Basic Tariff” according to the UDECAM terminology

8 According to the UDECAM terminology

9 Or “Gross Purchase Basis” according to the UDECAM terminology

10 Or “Net Invoiced Space” according to the UDECAM terminology



This translated document is supplied as a rough guide. Only French version has legal value and shall prevail in any case

## 2012 General Sales Conditions – Classic Space

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