

GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF ADVERTISING SERVICES IN RMF FM

effective from 2019 January 1

I. WSTĘP.

All contracts for the provision of advertising services (Advertising Orders) on RMF FM are based on these general conditions, which are an integral and binding part of them. Individual written contracts for the provision of advertising services may exclude the application of these general conditions in whole or in part.

II. WYJAŚNIENIE NIEKTÓRYCH POJĘĆ ZAWARTYCH W NINIEJSZYCH OGÓLNYCH WARUNKACH.

1. **The Advertising Order/Order** - means any agreement the subject of which, even if only in part, is the broadcasting of Commercial Broadcasts on RMF FM. Confirmation of the acceptance of the Advertising Order or beginning of its execution by RMF FM means the conclusion of an agreement with the content resulting from the agreed written statements of the parties.
2. **Commercial communication** - means any communication designed to promote, directly or indirectly, the goods, services or reputation of an entity pursuing a **commercial** or professional activity, accompanying or included in a programme, in return for payment or for similar consideration, in particular Advertising and Sponsorship Indication.
3. **Advertising** - means a commercial communication, originating from a public or private entity, in connection with its economic or professional activity, aimed at promoting the sale or use of goods or services for a consideration.
4. **Sponsorship Indication** - means a Commercial Message placed on the RMF FM Programme in accordance with applicable law in connection with the sponsorship of the programme by the Ordering Party, including being attached to Promos.
5. **Orderer** - shall mean any natural or legal person or organisational unit without legal personality ordering the broadcasting of a commercial transmission on RMF FM Radio as well as making a reservation of air time. The ordering party is also an agency or other advertising intermediary acting on its own behalf and on behalf of its clients.
6. **RMF FM Programme** - means a nationwide radio programme whose broadcaster, according to its licence, is RMF FM.
7. **RMF FM** - means Radio Music Fakty Grupa RMF sp. z o.o. sp.k. with its seat at al. Waszyngtona 1 in Cracow (postal code 30-204).
8. **Advertising Spot** - means a unit of Advertising emitted on the RMF FM Channel (seconds 30 are assumed to be the standard duration of an Advertising Spot).
9. **Promos** - means an Advertising Spot containing RMF FM's self-promotional message accompanied by a Sponsorship Tip.
10. **Issue date** - means, in the case of:
 - of an Advertising Spot other than Promos - the year, month, day and hour (with accuracy to minutes 30) of emission of the given Advertising Spot,
 - Sponsorship and Promo Indication - the year, month, day and time period (programme band) in which

the relevant Sponsor Indication or the relevant Promos will be broadcast.

11. **Plan of Issue** - means the list of emission dates of Advertising Spots or Sponsorship Indications for particular Advertising Orders.
12. **Business day** - means every day of the week except Saturdays and public holidays (Sundays and public holidays as defined by the Act on Public Holidays).
13. **Sales Period** - means the duration of the Current Price List and the duration of the Future Price List if the Future Price List has already been announced by RMF FM.
14. **Current Price List** - means the "Price List for the Sale of Advertising Time on RMF FM" applicable on the date of placing the given Advertising Order.
15. **Future Price List** - means the "Price List for the Sale of Advertising Time on RMF FM" announced by RMF FM which takes effect after the expiry of the Current Price List.
16. **Regulation** - means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.

III. ZLECENIE REKLAMOWE.

1. The Advertising Order shall be in writing, signed by the Ordering Party and the addressee, i.e. Radio Muzyka Fakty Grupa RMF sp. z o.o. sp.k., al. Waszyngtona 1, 30-204 Kraków. If the Ordering Party is a business entity operating on the basis of an entry in the register of business activity, the Advertising Order must also contain the first and last name of the owner or partners of the company.
2. Until RMF FM confirms in writing the acceptance of the Order or proceeds to execute it, the Order constitutes an offer within the meaning of article 66 of the Civil Code.
3. The Advertising Order must arrive at RMF FM's office not later than 3 Working Days before the date of the first broadcast. An Order which arrives later is only an invitation to negotiate within the meaning of Article 71 of the Civil Code.
4. The transfer of rights resulting from the Advertising Order by the Ordering Party may take place only after RMF FM has been notified and has obtained its written consent under pain of invalidity.
5. Advertising agencies and other advertising intermediaries acting for and on behalf of their clients, are jointly and severally liable with the persons they represent to RMF FM for payment of the amounts due under accepted Advertising Orders.
6. RMF FM accepts for execution only those Advertising Orders whose Schedules have been drawn up for the period within the Selling Period.

IV. ZASADY ANULOWANIA ZLECENIA.



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- Advertising Order cancelled in full earlier than one ²¹Working Day before the first Airing Date indicated in the Broadcast Schedule does not give rise to any financial liability to RMF FM. In this case, the entire gross amount due for the cancelled Advertising Order shall be returned to the Orderer, if it was previously transferred to RMF FM.
- If a declaration of cancellation of an Advertising Order is submitted to RMF FM later than 21 Working Days before the first Airing Date indicated in the Broadcast Schedule, the Ordering Party shall pay RMF FM a contractual penalty in the following amount:
 - 25% of the gross value of the Advertising Order concerned in the period between and ²¹ the Working Days ⁷ before the first Scheduled Issue Date.
 - 50% of the gross value of the Advertising Order concerned in the period between and ⁷ the Working Days ³ before the first scheduled Issue Date.
 - less than 75% of the gross value of the relevant Advertising Order less than 3 Working Days before the first scheduled Issue Date.
 - after the start of emission, 100% of the gross value of the Advertising Order concerned.
- In the event of partial cancellation of an Advertising Order made before the emission of the first Advertising Spot/sponsor Advertisements, the rules described in points 1 and 2 shall apply to the cancelled part of the Advertising Order.
- All declarations concerning the cancellation of an Advertising Order must be made in writing or in documentary form (in the form of a letter sent to the email address indicated for correspondence).
- Advertising materials containing a Commercial Message must be delivered to the email address specified in the form of a file in PCM stereo 44.1 or 48 kHz or Mp3 stereo with a bit rate of 256 kbit/s or higher.
- Advertising materials containing the Commercial Broadcast should be delivered to RMF FM not later than 3.00 pm on the Business Day preceding the day on which the first Broadcasting Deadline indicated in the Broadcasting Plan falls. Delivery of Advertising Materials at a later date shall entail the obligation to pay a contractual penalty the amount of which corresponds to an amount representing 5% of the gross value of a given Advertising Order.
The provisions of the preceding sentence shall not preclude the application of paragraph 11 below.
- In the event that the Ordering Party submits for emission an Advertising Spot of a duration longer than the duration of the Advertising Spot which, according to the Current Price List, was accepted for determining the price of the advertising service (remuneration for the performance of the given Advertising Order), then RMF FM:
 - shall be entitled to refuse to accept such Advertising Spot for emission, in which case the provisions of the point below ¹¹ shall apply,
 - or
 - may refuse the emission of such a number of Advertising Spots, freely chosen from the Plan of Issue, covered by a given Advertising Order, whose total duration corresponds to the product of the total number of Advertising Spots covered by a given Advertising Order and the difference between the duration of the supplied Advertising Spot and the duration of the Advertising Spot accepted to determine the remuneration for the given Advertising Order, with the reservation that the above refusal of emission does not change the price for the given advertising service (remuneration for completion of a given Advertising Order).
- The provision by the Ordering Party of an Advertising Spot for emission of a duration shorter than the duration of the Advertising Spot which, in accordance with the Current Price List, was accepted for determining the price of the advertising service shall not cause any change to this price and the Ordering Party shall be obliged to pay the remuneration in the amount indicated in the given Advertising Order.
- Each material containing a Commercial Communication must be accompanied by a detailed description (the name of the campaign and the Order number, the title of the Advertising Spot/Sponsorship Incentive, the exact duration of the Advertising Spot, etc.).
- All Commercial Messages recorded on advertising materials shall comply with Polish law and the applicable regulations concerning the principles of advertising and promotion in electronic media.
- Commercial communications recorded with background music must be accompanied by "Labels" containing information on the ownership of copyrights and related rights to the songs and their performances used in the commercial communication. Absence of "Labels"

V. REZERWACJA.

- The Ordering Party may reserve air time at least 4 weeks and no more than ⁶ months in advance, however the reservation of air time must in any case be made for a period not exceeding the Selling Period. The condition for RMF FM to accept the booking of airtime is the placing of an Advertising Order by the Orderer with the option "RESERVATION" and to pay RMF FM an advance payment of 20% of the value of the reserved time within 7 days from the date of placing the Advertisement Order. In case the Advance payment is not made by the Client within this period, RMF FM may cancel the Booking by sending a statement to the Client.
- The Principal may cancel a booking made no later than 22 days before the date of the first emission. In such a case, the advance payment shall be returned to the Advertiser. If the booking is not cancelled within the aforementioned period, the Advertising Order shall be executed in accordance with the general rules specified in these general conditions.

VI. WARUNKI EMISJI REKLAM.



GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF ADVERTISING SERVICES IN RMF FM

effective from January 1, 2019

- The Advertiser may, however, not be released from the obligation to pay the full amount due for the submitted Advertising Order.
8. RMF FM is not responsible for the content of the commercial messages broadcast.
 9. RMF FM reserves the right to change the time limit for the emission of an Advertising Spot, by a maximum of one minute in relation to the time limit set in the Plan of emission and in such a way that it does not result in a change in the value of the Advertising Order. The above shall not apply to the Timing of emission of Promos which are subject to regulation specified in the point below.
 10. The Schedule of Promos attached to the Advertising Order is illustrative, based on RMF FM's self-promotional plans as of the date of signing the Advertising Order. RMF FM may freely change the emission dates and the number of specific Promos in relation to those specified in the Plan of Issue attached to the Advertising Order according to current needs and assumptions regarding self-promotional activities, however in such a way that the total number of Promos will be emitted, the value of which according to the Current Price List shall correspond to the value specified in the given Advertising Order.
 11. In the event that RMF FM does not broadcast the Commercial Broadcast due to the Orderer's late delivery of advertising material, or due to the Orderer's delivery of advertising material not meeting RMF FM's requirements (due to sound quality, spot duration, etc.), the Orderer is obliged to pay the full value of the Commercial Broadcast (Advertising Order).
 12. RMF FM decides on its own programme and on the overall style of its Commercial Broadcasts. RMF FM reserves the right to make programme changes and to refuse to broadcast Commercial Broadcasts which are inconsistent with its style, character or programme concept, or which are suspected of being inconsistent with the facts and the law, or which are questioned by the Advertising Ethics Commission acting at the Advertising Council established by the IAA Branch in Poland.
 13. If for any reason attributable to RMF FM the Advertising Spots/Sponsorship Incentive is not broadcast or is broadcast incorrectly, RMF FM undertakes to re-air the Advertising Spot/Sponsorship Incentive at a time agreed with the Principal. The Orderer accepts the above method of redressing damage as sufficient.

VII. CENNIK.

1. Prices for the broadcast of Advertising Spots are determined by the "Price List for the Sale of RMF FM Advertisements". Prices are given without taking VAT tax into account. The Advertiser shall cover all charges

public law (in particular tax law) related to the issue of Trade Transfers.

2. "RMF FM Advertising Sales Price List" is valid for the specified period of time indicated in this price list.
3. RMF FM announces the Future Price List well in advance.
4. The basis for calculating the price of advertising services is the "Price List for the Sale of RMF FM Advertisements" applicable on the date of broadcasting particular Advertising Spots included in the Plan of Issue assigned to the given Advertising Order.

VIII. WARUNKI PŁATNOŚCI I FAKTUROWANIE.

1. The price of the advertising service shall be determined by the Advertising Order, unless otherwise specified in the Advertising Order itself.
2. Invoices are issued by RMF FM to the Advertiser on the last day of the service (end of broadcasting), unless otherwise stated in the Advertising Order, but no later than on the 15th day of the month following the month in which the last Commercial Broadcast covered by a given Advertising Order was broadcast. Unless otherwise specified in the Advertising Order, invoices are payable within 14 days from the date of their issuance to the Advertiser.
3. If the invoice is not paid on time RMF FM may charge statutory interest for delay. In the event that the Orderer delays payment for the previously issued invoice, RMF FM may withhold the emission of Advertising Spots carried out on the basis of the current Advertising Order or refuse to accept a new Advertising Order for execution until the Orderer settles the arrears, as well as make the emission of Advertising Spots / acceptance of Advertising Order dependent on the payment of an appropriate advance by the Orderer.
4. If, when placing the Advertising Order, it was agreed that RMF FM's remuneration shall be paid as an advance payment or the acceptance of the Advertising Order was conditional on the Advertiser paying an advance payment, then the failure to pay the amount of the advance payment on the agreed date (at the latest one Business Day before the first broadcast) entitles RMF FM to refuse to execute such Advertising Order.

IX. REKLAMACJE.

All complaints regarding improper performance shall be made to RMF FM in writing within 21 days of the date of broadcasting the Advertising Spots/Sponsorship Instruction on RMF FM. The complaint should contain information on the type of failure and its description with justification. Complaints submitted after the deadline will not be considered, which the Client agrees to.

X. SIŁA WYŻSZA.

1. RMF FM is not liable for any failure to



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the performance or improper performance of its obligations under the Commercial Broadcasting Agreements (Advertising Orders) if it is caused by events beyond its reasonable control, including but not limited to: any outbreak of war or threatened outbreak of war, acts, decisions or vetoes of governmental institutions, governmental or international agreements, strikes, lockouts or other industrial action, floods, fires, explosions, failure of a satellite or its ground systems, failure of computer surveillance and distribution systems or other manifestations of force majeure.

2. In the event of an event of this nature, RMF FM undertakes to notify the Ordering Party immediately and to offer, if possible, alternative Commercial Broadcasting Dates, or to refund to the Ordering Party, the funds advanced by the Ordering Party in proportion to the extent of RMF FM's failure to perform or improper performance of its obligation.

XI. DANE OSOBOWE.

1. RMF FM declares that the contact details of employees, associates and representatives of RMF FM and the Ordering Party (hereinafter "Contact Details") shared with each other in any way during the period from the commencement of negotiations are provided for the legitimate interest of the Parties.
2. The contact details provided include: name, job title, role, email address and telephone number.
3. The Principal undertakes, therefore, on behalf of RMF FM, to pass on to all persons whose data has been provided to it the information referred to in Art. 14 Regulation and indicated in the provisions below.
4. The administrator of the personal data of individuals provided by the Ordering Party when placing an Advertising Order is RMF FM.
5. The Ordering Party is the source of the personal data.
6. Providing personal data when submitting an Advertising Order is voluntary, but failure to do so may prevent the conclusion or execution of the Advertising Order.
7. Personal data will be processed for the purpose of concluding and executing the Advertising Order (art. sec. 61.6 b of the Regulation), its settlement, including with regard to public and legal dues (art. sec. c of the Regulation), as well as for the purpose of asserting or securing possible claims resulting from the Advertising Order (art. sec. 6 f of the Regulation).
8. The personal data will be stored for the duration of the Advertising Order and the expiry of the claims resulting from it, or until the expiry of the obligation to store data resulting from the law, in particular the obligation to store accounting documentation concerning the Advertising Order.
9. Personal data may be disclosed to entities within the RMF Group for the purpose of carrying out the Order

Advertising, including its billing, as well as to data processors for the purpose of claiming and collecting debts.

10. The data subject has the right to: (i) access to his/her personal data, pursuant to Article 16 of the Regulation, (ii) rectification of data, pursuant to Article 16 of the Regulation, (iii) erasure of data, pursuant to Article 16 of the Regulation, (iv) restriction of data processing, pursuant to Article 16 of the Regulation, (v) data portability, pursuant to Article 20 of the Regulation, (vi) objection pursuant to Article 16(211) and (2) of the Regulation. These rights can be exercised by sending a written request to RMF GROUP.
11. The data subject also has the right to lodge a complaint with the supervisory authority in the field of personal data protection, which is the President of the Office for Personal Data Protection.
12. RMF GROUP has appointed a Data Protection Officer who can be contacted by email at iod@rmf.pl.

XII. DORĘCZENIA I FORMA PISEMNA

Any service of RMF FM's and the Purchaser's representations shall be deemed to have been made in writing if made by one of the following means:

- by depositing the letter at the other Party's premises on the acknowledgement date.
- by sending it by registered mail within the territory of the Republic of Poland after 5 working days from the date of posting.

XIII. WŁAŚCIWOŚĆ PRAWA I SĄDU

13. All commercial broadcasting contracts (Advertising Orders) to which these General Terms and Conditions apply shall be governed by Polish law.
14. The parties agree that any disputes arising from this agreement shall be settled by the District Court for Krakow-Śródmieście in Krakow, 4th Commercial Division, and if the District Court is competent, by the District Court in Krakow, 9th Commercial Division.