



GENERAL TERMS AND CONDITIONS

1 JANUARY 2018

TABLE OF CONTENTS

3	ARTICLE 1	DEFINITIONS
4	ARTICLE 2	APPLICABILITY AND AMENDMENT TERMS AND CONDITIONS
5	ARTICLE 3	THE CONTRACTING PARTY
5	ARTICLE 4	THE APPLICATION
6	ARTICLE 5	THE AGREEMENT
7	ARTICLE 6	TRANSFERABILITY OF RIGHTS AND AMENDMENT AGENCY
7	ARTICLE 7	SUBMITTING BROADCASTING/PLACEMENT INSTRUCTIONS AND COMMERCIAL MESSAGES
8	ARTICLE 8	SUBMITTING STORYBOARDS, SCRIPTS AND OTHER MATERIAL FOR APPROVAL
8	ARTICLE 9	CONDITIONS FOR COMMERCIAL MESSAGES; THIRD PARTIES' RIGHTS
9	ARTICLE 10	RATES AND SURCHARGES
9	ARTICLE 11	INVOICING/PAYMENT
10	ARTICLE 12	CANCELLATION AND POSTPONEMENT OF BROADCASTING TIME AND PLACEMENT SPACE
11	ARTICLE 13	LIABILITY FOR THE BROADCAST/PLACEMENT
12	ARTICLE 14	FORCE MAJEUR AND UNFORESEEN CIRCUMSTANCES
12	ARTICLE 15	TERM AND TERMINATION
13	ARTICLE 16	RESTRICTION OF THE BROADCAST/PLACEMENT COMMERCIAL MESSAGE
13	ARTICLE 17	EXCLUSIVITY
13	ARTICLE 18	MEASUREMENT SKO
13	ARTICLE 19	TECHNICAL MEASURES AND PERSONAL DATA
14	ARTICLE 20	APPLICABLE LAW AND DISPUTES
14	ARTICLE 21	PUBLICATION AND EFFECTIVE DATE

ARTICLE 1 DEFINITIONS

In these General Terms and Conditions the following are taken to be understood as:

“Technical Requirements”: the technical submission specifications determined by Ster for Commercial messages; to be found at www.ster.nl/inkooptools

“Application”: an application for the purchase (reservation) of Advertising Space, for the broadcast/placement of one or more Commercial Messages.

“Advertiser”: he who markets the product, the service or product group for which a Commercial message is provided for Broadcast/Placement.

“Advertising Space”: advertising space for broadcast/placement of one or more Commercial Messages.

“General Terms and Conditions”: the Ster General Terms and Conditions.

“Agency”: a media agency that, in its own name or on behalf of the Advertiser, enters into an Agreement for the benefit of the Advertiser.

“Contracting Party”: the party (Advertiser or Agency) who enters into an agreement with Ster.

“Index (/Indices)”: a surcharge and/or discount on the rate for the purchase of Advertising Space and the broadcast/placement of Commercial Messages there within.

“Purchase Brochure”: the brochure that is published annually by Ster through various channels including www.ster.nl/inkooptools, containing an overview of options for the purchase of Advertising Space, in which Rates, Indices and exceptional terms and conditions are specified and to which appendices may form an integral part.

“Purchase Specifications”: the whole of Purchase brochure, Rates and Indices

for purchase of Advertising Space, as is published by Ster to Contracting Parties at set times.

“Joint Advertising”: a form of advertising, whereby two advertisers jointly promote their products or services in one Commercial Message and whereby one of the advertisers is the main advertiser (a more dominant presence in the Commercial Message) and the other advertiser is the secondary advertiser (a less dominant presence in the Commercial Message).

“Agreement”: an agreement between Ster and the Contracting party regarding the purchase of Advertising Space by the Contracting party and the broadcast/placement of one or multiple Commercial Messages by Ster, including the Terms and conditions.

“Application Confirmation”: document in which Ster confirms in writing (which is also taken to mean: digital) to agree with the Application.

“Market Index”: Index related to the developments in the advertising market, that is published by Ster at www.ster.nl/inkooptools periodically.

“Dutch Advertising Code”: the Dutch Advertising Code including all specific advertising codes.

“Advertising Slot”: the entire sequence of advertising and/or teleshopping messages broadcast within a certain period on linear distribution channels of the national, regional and local public media institutions, which is distinctly distinguishable from the other content of the programme offer by visible or audible opening and closing sequences.

“Commercial Message”: a commercial expression consisting of images and sound, intended for disclosure to the

public on the Ster network and/or in Commercial Slots provided by Ster on radio and/or television for the benefit of the Advertiser.

“Ster”: Stichting Etherreclame, Radio and Television Advertising Foundation domiciled and with offices in Hilversum, registered with the Chamber of Commerce under number 32023562;

“Stern Network”: the digital distribution channels of the national, regional and local public media institutions accessible to third parties upon which Ster can place Commercial Messages.

“Rates”: the rates for the purchase of Advertising Space, determined by Ster and published in the Purchase brochure and/or at www.ster.nl.

“Broadcast/placement Cycle”: a period of one or more calendar month(s), in which broadcasting time/ placement space for Commercial Messages can be booked.

“Broadcast/placement Date”: the date agreed for the Broadcast/placement of a Commercial Message.

“Broadcast/placement”: the broadcasting or placing of a Commercial Message.

“Broadcast/placement Instruction”: a digital document, in which the Contracting party has specified in writing which Commercial Message Ster must broadcast/place on radio, TV and/or digital media on the Broadcasting/ placement date or dates, stating the Ster number (a unique number that Ster allocates to a product or service of an Advertiser) and the commercial code (a unique code allocated to a Commercial Message).

“Broadcast/placement Rate”: the actual amount owed to Ster by Contracting

party arising from the Agreement, which is to mean the amount stated in the Agreement, minus any discounts and including sales tax.

“Terms and conditions of sale”: the Ster Terms and Conditions of Sale for radio, TV and digital media of Ster respectively,

as published at www.ster.nl/inkooptools
“Terms and conditions”: the whole of the General Terms and Conditions, Terms and Conditions of Sale and the Purchase specifications, as published at www.ster.nl/inkooptools

ARTICLE 2 APPLICABILITY AND AMENDMENT TERMS AND CONDITIONS

PARAGRAPH 1

By entering into an Agreement with Ster the Contracting party accepts the applicability of the provisions from the Terms and Conditions, which then become a part of the Agreement. These Terms and Conditions apply to all Agreements between Ster and a Contracting Party, the manner of conclusion and the execution thereof. Applicability of general terms and conditions of Contracting Party are hereby expressly discarded. Ster shall never be bound by Agreements or provisos deviating from these Terms and Conditions regardless whether it concerns exceptional agreements or provisos or general terms and conditions within the meaning of article 6:231 of the Dutch Civil Code, if and when they have not been expressly accepted in writing signed by Ster, regardless of the manner in which the Agreement was entered into.

PARAGRAPH 2

In the event of any conflict the provisions of the Agreement shall prevail over those of the Terms and conditions of sale. The provisions of the Terms and Conditions of Sale take precedence over the provisions of the Purchase Brochure and the latter in turn take precedence over the provisions of the General Terms and Conditions.

PARAGRAPH 3

Ster reserves the right to unilaterally amend the Terms and Conditions. The amended Terms and Conditions take effect the moment they are published at the website of Ster (www.ster.nl/inkooptools), or, in the case of current Agreements, the moment of personal delivery, regardless of the provisions of article 11.

PARAGRAPH 4

To Contracting parties of current

Agreements Ster shall provide the amended Terms and Conditions by sending the amended Terms and Conditions to the contact details with which previous communication with Contracting party regarding the Agreement took place.

PARAGRAPH 5

If and when a provision from the Terms and Conditions prove invalid or ineffective based on imperative law or a court ruling, then this does not affect the validity of the other provisions of the Agreement. The parties of the Agreement shall replace the provision in question with a new provision, of which the portent corresponds with that of the original provision as far as possible.

PARAGRAPH 6

Ster may never be bound by errors or misprints in the Purchase Specifications.

ARTICLE 3 THE CONTRACTING PARTY

PARAGRAPH 1

If and when an Agreement is entered into through involvement of an Agency, it is assumed that the Agency is acting on the instructions of the Advertiser, yet on its own behalf. The Agency guarantees it shall provide the Advertiser with a copy of the Terms and Conditions and that it shall instruct the Advertiser in such a manner that the Advertiser

enables the Agency to comply with all the obligations from the Agreement and the Terms and Conditions.

PARAGRAPH 2

Whenever an Agency acts on behalf of Advertiser, the Advertiser or the Agency must provide a proper mandate agreement or a valid proxy. The reliability of this mandate agreement or proxy

must be proven to the satisfaction of Ster. If and when a proper proxy or mandate agreement to act on behalf of Advertiser is provided, Advertiser is the Contracting Party. Agency together with the Advertiser on whose behalf it acted is jointly and severally liable for the whole to Ster for performance of the obligations resulting from the Agreement.

ARTICLE 4 THE APPLICATION

PARAGRAPH 1

The manner in which and the terms and conditions on which Advertising Space may be purchased will be announced in the Terms and conditions. The Contracting party may subsequently submit an Application. In the Application the Contracting party must provide all information required by Ster for correct processing of the Application. Information which must at least be provided in the Application and which is a condition for broadcast/placement of Commercial Messages:

- ▶ the name or names of the Advertiser or group of Advertisers to whose

benefit the Commercial Message is to be broadcast of placed;

- ▶ de name of the product and/or the service which is promoted in the Commercial Message (or, to be determined in consultation with Ster and on exceptional terms and conditions to be determined by Ster, the product group);
- ▶ if and when the product or service is marketed under a particular brand or under a particular name: that brand or that name;
- ▶ in which manner and with which purchase option the purchase is being made;

- ▶ campaign period for which Advertising Space is purchased and budget;
- ▶ length of the Commercial Message(s) and, in case of purchase op based on Gross Rating Points, target group.

PARAGRAPH 2

In a Commercial Message more than one product/service may be advertised, if and when this option is made available in the Purchase Brochure and if and when the terms and conditions attached thereto by Ster are met. In that case all products or services must be stated in the application.

ARTICLE 5 THE AGREEMENT

PARAGRAPH 1

Ster broadcasts Commercial Messages at the instruction of the Contracting Parties upon the payment of the Broadcasting/placement rate, as agreed by Ster and the Contracting Parties. The Contracting Party applies for Advertising Space in advance.

PARAGRAPH 2

Upon receiving one or more Applications Ster determines whether Advertising Space is available. If and when the supply is no longer sufficient, Ster shall notify Contracting Party as soon after the Application as possible. For the sale/reserving of Advertising Space by Ster sequence of the Applications shall in principle determine the sequence in which the Advertising Space is sold, whereby specifically purchased broadcasting time shall in principle take priority over the purchase options that are determined in the Purchase Brochure annually. Ster reserves the right to set further rules of priority or to derogate from set rules entirely as it sees fit.

PARAGRAPH 3

If and when Advertising Space is available and the Application/Applications otherwise meets/meet the requirements as published by Ster, Ster shall send the applicant an Application Confirmation. The receipt of the Application Confirmation by Contracting Party, establishes an Agreement between Ster and Contracting Party regarding the reservation of Advertising Space and the ensuing broadcast/placement of the Commercial Message(s). When despatched by post the moment of

receipt is taken to be a maximum of three working days after despatch and when despatched by digital means a maximum of one working day after despatch.

PARAGRAPH 4

Exclusively in cases in which the confirmation of the Application cannot be done in writing due to urgency, the Agreement is entered into the moment Ster confirms the application verbally. In this event Ster will always also confirm the Agreement in writing and despatch it at the earliest opportunity.

PARAGRAPH 5

The Terms and Conditions form an integral part of the Agreements between Ster and the Contracting party at all times, regardless of the manner in which the Agreement is entered into.

PARAGRAPH 6

When accepting an Application for a particular Commercial Message Ster may lay down further conditions regarding the time and/or placement moment or placement environment or the content of the Commercial Message.

PARAGRAPH 7

Ster is authorised to refuse, without any obligation to compensate, an Application or the instruction for broadcast/placement of a Commercial Message;

- ▶ if it, within reason, does not appear permissible in the sense described in Article 10;
- ▶ if the Broadcast/placement could (otherwise) prejudice the interests of Ster itself, the public broadcasting

corporation or of Ster's Advertisers or a group of Advertisers; or the Application or Broadcast/Placement instruction (otherwise) does not meet the requirements of Ster.

When deciding this, Ster will for example proceed on the basis of the rules and principles of the Dutch Advertising Code, the Media Act and the policy regulations of the Media Authority Media. In addition, Ster will be guided by that which it believes is appropriate to the nature of the broadcasts/placements for which Ster is editorially responsible and which it is willing to provide, in all reason, as it sees fit.

PARAGRAPH 8

Ster is not liable for any damage suffered by the Contracting Party and/or a third party resulting from misunderstandings regarding the content and execution of the Agreement caused by the Contracting Party not receiving, not receiving timely, or not receiving completely notifications or information from Ster. Contracting Party shall indemnify Ster for any claims by third parties for compensation of such damage.

PARAGRAPH 9

The Contracting Party recognises that the public media institutions for which Ster provides the Commercial Messages are editorially independent and that neither Ster nor the Advertiser can influence the editorial decisions by these public media institutions.

ARTICLE 6 TRANSFERABILITY OF RIGHTS AND AMENDMENT AGENCY

PARAGRAPH 1

Rights and obligations of Contracting Party from Agreements with Ster are only transferable to third parties after prior written consent by Ster.

PARAGRAPH 2

If and when an Agency has entered into an Agreement with Ster on behalf of the

Advertiser and the Advertiser wishes to replace the Agency with another Agency in the interim of the Agreement, then this requires prior written consent by Ster. Ster shall not withhold said consent without reasonable grounds. A reasonable ground for withholding consent is the refusal of the new Agency to accept liability jointly and

severally alongside the Advertiser for the performance of all obligations resulting from the Agreement.

PARAGRAPH 3

Ster may attach terms and conditions to the consent as referred to in paragraph 1 and 2.

ARTICLE 7 SUBMITTING BROADCASTING/PLACEMENT INSTRUCTIONS AND COMMERCIAL MESSAGES

PARAGRAPH 1

The Contracting Party must submit the Broadcast/placement Instruction to Ster in writing (using the digital document intended for that purpose) at the latest three working days prior to the first Broadcast/Placement Date recorded on said form.

PARAGRAPH 2

Ster will execute amendments to a Broadcasting/placement Instruction on the basis of a written application to that effect submitted by the Contracting Party. Amendments in the Broadcast/placements Instructions may be requested at no cost prior to the cancellation periods referred to in article 13 of these General Terms and Conditions. Amendment requests after these periods are covered by the cancellation policy in article 13.

PARAGRAPH 3

Commercial Messages must be submitted to Ster in compliance with the Agreement, including within the applicable submission period and according to the Technical Requirements for the relevant medium, as published and available at www.ster.nl.

PARAGRAPH 4

If and when Ster does not receive the Broadcast/placement Instruction or the Commercial Message timely or not complete or otherwise not in compliance with the Agreement, Ster shall be at liberty to Broadcast/place a Commercial Message previously received for the product or service stated in the Agreement of the length agreed for the benefit of the Contracting party or, if and when such an alternative Commercial Message is not available at Ster, to cancel the Broadcast/placement.

PARAGRAPH 5

In the event a Broadcast/placement is cancelled pursuant to the provisions of this paragraph 3, the Contracting party will forfeit the agreed Broadcast/placement Rate in full. Filling the broadcasting time that has become available with a Commercial Message from another Advertiser shall be without prejudice to the obligation to pay of Contracting Party. Ster has the right to authorised to re-allocate the commercial slots that become available as a result as it sees fit.

ARTICLE 8 SUBMITTING STORYBOARDS, SCRIPTS AND OTHER MATERIAL FOR APPROVAL

PARAGRAPH 1

At the request of a Contracting party Ster shall give its opinion on the permissibility of storyboards, scripts, texts, working recordings, other components, drafts of/or complete or partial Commercial Messages.

PARAGRAPH 2

The material submitted for approval must be made available in such good time that Ster is able to give its opinion in good time.

PARAGRAPH 3

The above provisions of this Article 13 shall be entirely without prejudice to the obligations of the Contracting Party under the Agreement and specifically to the own responsibility for the (correct) form and content of the Commercial Message, as stated in article 10 paragraph 4.

ARTICLE 9 CONDITIONS FOR COMMERCIAL MESSAGES; THIRD PARTIES' RIGHTS

PARAGRAPH 1

Without prejudice to the remaining provisions in these general terms and conditions, in particular but not restricted to the provisions in article 2 paragraph 4, the Contracting party guarantees that:

- ▶ (the broadcast/placement of the Commercial Message does not breach any law or statutory rules and regulations and generally applicable advertising standards including the Media Act, the Dutch Advertising Code and the Kijkwijzer system (NICAM: Netherlands Institute for the Classification of Audio-visual Media);
- ▶ the commercial on radio, television or digital media does not entail any act which constitutes an infringement or breach of any copyright or other right accruing to a third party;
- ▶ the Contracting party in the widest sense of these words is authorised to Broadcast/place and/or to reproduce the Commercial Message or to have this done in accordance with these General Terms and Conditions.

- ▶ the information required regarding the music or other material protected under the copyright protection act which is a part of a Commercial Message submitted for Broadcast/ placement, timely and in full, in accordance with the relevant rules and submission procedures as upheld by the relevant collective management organisations for copyright and neighbouring rights.
- ▶ the Broadcast/placement of the Commercial Message is also otherwise permissible;

The above applies not only to the images, but also to the spoken words, the music or any other sound.

PARAGRAPH 2

Contracting party gives Ster and the public media institutions the right to make public the Commercial Message under the terms of the Agreement. In addition Contracting Party gives Ster the right to make public the Commercial Message, or a part thereof,

in connection with the Gouden Loeki election or the promotion of advertising in general through digital platforms managed by Ster. Contracting party may notify Ster of any objections to making its advertisement public for these purposes in writing through an e-mail to ster@ster.nl.

PARAGRAPH 3

The Contracting party is in all cases exclusively responsible for the form and content of the Commercial Message and the consequences of not complying with the Terms and Conditions, and for the consequences of breaching the relevant law or statutory rules and regulations or advertising standards. Ster cannot be held liable for any defect, any inaccuracy or incompatibility with the Terms and Conditions or law or statutory rules and regulations in the Commercial Message submitted by or on behalf of Contracting Party.

PARAGRAPH 4

If and when in the opinion of Ster a Commercial Message that has been submitted does not comply with the requirements laid down in the Terms

and Conditions, this Commercial Message shall be refused for Broadcast/ placement. Ster is not liable for any damage resulting from the refusal. Ster shall notify the Contracting Party of the

refusal. If and when the noncompliance with the requirements laid down in the present General Terms and Conditions can be simply remedied, Ster will also state as much.

ARTICLE 10 RATES AND SURCHARGES

PARAGRAPH 1

The Rates that Ster charges for the broadcast/ placement of Commercial Messages are in principle determined once per month for television and once per quarter for radio and digital media. They shall be published in the Purchase Brochure and at www.ster.nl.

PARAGRAPH 2

Indices applied to the Rates, are published in the Purchase brochure and/ or at www.ster.nl. Market indices are in principle determined monthly and published at www.ster.nl/inkooptools.

PARAGRAPH 3

Ster reserves the right to amend its Rates and/ or Indices in the interim if it has reasonable grounds for doing so. These amendments shall be announced by email and/ or at www.ster.nl. Amended Rates or Indices shall never affect any Agreements that have already been concluded.

PARAGRAPH 4

By way of derogation from the final sentence in paragraph 3, if and when a broadcast takes place of a special event or an exceptional programme which had originally not been included in the programming, Ster reserves the right to amend the rate for the Commercial Slots/ placement space immediately before, during or after that event or programme. Ster shall inform the Contracting Parties of the amendment of the Rates referred to in this paragraph at least two working days prior to the Broadcast/ placement Date. If and when Ster exercises this right, the Contracting Party is entitled to inform Ster whether it wishes to let the broadcast/ placement go ahead at this amended rate. If the Contracting Party does not wish to accept the broadcast/ placement at the amended rate, Ster will arrange the Broadcast/ placement in a similar Commercial Slot/ space to be agreed by joint consent.

PARAGRAPH 5

If and when a website or placement space is opened for a special event which had originally not been provided for on the Ster Network, Ster reserves the right to determine the Rates for this Commercial Message on digital media without basing itself on the Purchase Brochure.

PARAGRAPH 6

All Rates stated by Ster are excluding sales tax (BTW), which is borne by the Contracting party.

ARTICLE 11 INVOICING/PAYMENT

PARAGRAPH 1

Invoicing takes place on every tenth day of the month, or the following working day, for the broadcasts from the previous month. Ster must be in receipt of the

invoice sum at the latest 30 days after the invoice date.

PARAGRAPH 2

Ster may at any moment, when it deems

this reasonable, request payment in advance or a security. Ster deems payment in advance or provision of security by Contracting Party at least reasonable, if and when the outstanding

invoice amount is not covered or not covered in full by the credit insurance company of Ster.

PARAGRAPH 3

After expiration of the payment term stated in paragraph 1 Contracting Party is in default, without a notice of default being required.

PARAGRAPH 4

Ster is entitled to upon commencement of default increase all amounts payable with the statutory commercial interest for each month or part thereof that the Contracting party is in default. Furthermore all legal and other costs incurred by Ster in connection with the collection of the claim against Contracting party, including collection costs, shall be borne by Contracting Party. The collection costs are set at 15% of the amount payable. Payment of the amount payable is first deducted from any collection costs incurred, then from the interest owed and finally from the original invoice amount.

PARAGRAPH 5

Contracting party is not permitted to set off a claim against Ster against outstanding invoices from Ster.

PARAGRAPH 6

In the event of overdue payment or the failure to provide security promptly, Ster has the right to suspend or cancel the (further) performance of its obligations under the Agreement with Contracting Party and therefore to terminate the Contract in terms of the portion which has not yet been performed. Suspension or termination by Ster does not relieve Contracting Party from its obligation of the payment in full under the Agreement.

PARAGRAPH 7

In the case of payment of the entire invoice amount at the latest on the tenth working day after the invoice date an entitlement to an early-payment discount is established, which consists of a percentage of the amount payable under the Agreement. Ster determines

the percentage periodically and the Contracting Party is notified thereof in writing. The early-payment discount may be deducted from the invoice amount including sales tax.

PARAGRAPH 8

If and when Contracting party submits the Application through the MBS system or the customer portal of Ster, an entitlement to system discount is established, which consists of a percentage of the amount payable under the Agreement. Ster determines the percentage periodically and the Contracting Party is notified thereof in writing. The system discount is deducted from the invoice amount before (excluding) sales tax.

ARTICLE 12 CANCELLATION AND POSTPONEMENT OF BROADCASTING TIME AND PLACEMENT SPACE

PARAGRAPH 1

If the Contracting Party cancels or postpones a portion of an Agreement which has not yet been performed (reservation of broadcasting time) in part or in full, after the cancellation periods stated below, Ster has the right to charge the Contracting Party compensation over the cancelled or postponed part of the reservation in accordance with the requirements laid down in paragraphs 2 through to 4. The date of the cancellation or postponement will be deemed to be the

date on which Ster receives a written request to that effect.

PARAGRAPH 2

When an Agreement concerns Advertising Space on television, it may be cancelled or postponed at no cost up to three days prior to the Broadcast date. In the case of a cancellation or postponement two working days or less prior to the Broadcast date, Ster has the right to charge 100% of the cancelled or postponed Advertising Space.

PARAGRAPH 3

When an Agreement concerns Advertising Space on radio, it may be cancelled or postponed at no cost up to four days prior to the Broadcast date. In the case of a cancellation or postponement three working days or less prior to the Broadcast date, Ster has the right to charge 100% of the cancelled or postponed Advertising Space.

PARAGRAPH 4

When an Agreement concerns Advertising Space online, it may be

cancelled or postponed at no cost up to two days prior to the Broadcast date. In the case of a cancellation or postponement one working day prior to the Broadcast date, Ster has the right to charge 100% of the cancelled or postponed Advertising Space.

PARAGRAPH 5

If and when outside of the cancellation periods stated in paragraphs 2 through

to 4 in excess of 25% of the original amount for reserved Advertising Space for a Broadcasting Cycle or, for the medium digital, is cancelled or postponed per month, Ster has the right to charge Contracting Party compensation of 4% over the portion not yet performed.

PARAGRAPH 6

Any sums payable pursuant to this

article will be invoiced in the manner described in Article 11 and increased with sales tax. Ster has the right to re-allocate any broadcasting time/ placement space that has become available entirely as it sees fit.

ARTICLE 13 LIABILITY FOR THE BROADCAST/PLACEMENT

PARAGRAPH 1

In accordance with the Broadcast/ placement instruction and with due observance of the provisions of these General Terms and Conditions, Ster shall Broadcast/place the Commercial Message provided for Broadcast/ placement on the agreed date and time or within the agreed environment and shall invest all reasonable efforts to ensure that this is done.

PARAGRAPH 2

If and when a Broadcast/ placement does not take place or not in full, an alternative message is broadcast/ placed than agreed upon and stated in the Broadcast/ placement Instruction, or the broadcast/ placement does not take place on the date and time originally determined (whereby a margin of c.a. one hour may be maintained) or in the environment originally determined, then Ster shall invest all reasonable efforts to ensure that Broadcast/ placement takes place at a later moment in an Advertising Space equivalent to the Advertising Space originally determined. Contracting Party may give written notification indicating this is not appreciated, in which case Ster

shall repay/credit the broadcast sum.

In the event of incomplete broadcast the repayment/credit shall be in as far as possible in proportion to the are not covered and/or the degree of deterioration of the commercial message.

PARAGRAPH 3

The Contracting Party or Advertiser must notify Ster of the defaults above in writing within 10 working days after the day of Broadcast/ placement and enclosing as much documentation as possible. In the absence of such a written notification within the period stated, the Advertiser or the Contracting Party will forfeit any rights or claims vis-à-vis Ster.

PARAGRAPH 4

The obligations of Ster under paragraph 2 do not apply if and when Ster is able to prove that non or incomplete Broadcast/ placement, the broadcast/ placement of an alternative message than agreed upon, or the Broadcast/ placement on an alternative date and time and in an alternative environment than originally agreed upon was not the fault of Ster or its employees. It is assumed that

this is at least the case in the event in which this circumstance is at the expense and risk of the Contracting Party in accordance with the Terms and Conditions and in the circumstance in which the Commercial Message was not delivered or not delivered in accordance with the Agreement, including the Terms and Conditions and Technical Requirements.

PARAGRAPH 5

Any Liability of Ster above and beyond what is laid down in in paragraph 2 and other articles of the present General Terms and Conditions, is explicitly ruled out, barring those cases in which the Contracting Party proves that the default by Ster is a result of wilful intent or deliberate recklessness (gross negligence) by Ster. Any liability is at all times limited to the direct damage, up to a maximum of the amount directly related to the part of the Agreement not performed or performed incorrectly. Ster is never liable for indirect damage, operating losses or consequential risk.

PARAGRAPH 6

Ster is not liable for loss or damage of material submitted by the Contracting

Party or third parties, unless there is a case of wilful intent or deliberate recklessness (gross negligence) by Ster.

PARAGRAPH 7

Any attributable default by Ster does not give Contracting Party the right to terminate its obligations under the Agreement unilaterally.

PARAGRAPH 8

The Contracting Party must indemnify Ster in full against any direct and

indirect damage which Ster suffers as a result of the broadcast/placement of a Commercial Message or as a result of the fact that the Contracting Party and/or the Advertiser default(s) in its or their performance of the Agreement with Ster. If and when damage is caused or threatens to be caused as a result of claims lodged by third parties, for example as a result of the breach of the warranty referred to in Article 10, the Contracting Party concerned must indemnify Ster and

the national, regional and local public media institutions on whose supply channels the Commercial Message is broadcast/placed, in full, including legal costs, the costs of legal counsel, interest and cancellation costs. If and when the damage was caused by or can be attributed to the Advertiser, the Contracting Party hereby indemnifies Ster in full for the compensation thereof.

ARTICLE 14 FORCE MAJEUR AND UNFORESEEN CIRCUMSTANCES

PARAGRAPH 1

If and when Ster due to force majeure cannot meet its obligations resulting from the Agreement, it is entitled to suspend the performance of the obligations for the duration of the force majeure, without being bound to compensation of any resulting damage.

PARAGRAPH 2

If and when the force majeure has lasted for a period exceeding 30 consecutive days, then both the Contracting Party and Ster may terminate the Agreement, without being bound to compensation towards the other party.

PARAGRAPH 3

Force majeure on the side of Ster is the case, if and when Ster cannot meet its obligations from the Agreement due to circumstances outside the direct sphere of influence of Ster and cannot be attributed to Ster.

ARTICLE 15 TERM AND TERMINATION

PARAGRAPH 1

Each Agreement has a term as stated in the Application Confirmation.

PARAGRAPH 2

Ster reserves the right to (temporarily) suspend (a part of) the Agreement or to terminate effective immediately, if and when:

a. Contracting Party reaches a debt settlement with its creditors, Contracting Party is granted suspension of payments or its bankruptcy has been filed or

declared;

b. A claim is attached to (a substantial part of) of the capital of Contracting Party;

c. The enterprise of Contracting party is dissolved or otherwise ceases to exist;

d. The control within the enterprise of the Contracting Party changes significantly;

e. Contracting party does not adhere to the provisions of article [privacy];

f. An amendment in legislation prohibits the performance of (a part of) the

obligations under this Agreement (temporarily and/or partially) or renders it impossible; or

g. Administrative enforcement activities by a competent authority, a decision by the Dutch Public Broadcasting Foundation (NPO) or a court ruling prohibit the performance of (a part of) the obligations under this Agreement (temporarily and/or partially) or renders it impossible.

In the case of sub a through to c the claims by Ster against the Contracting

Party become immediately due and payable.

PARAGRAPH 3

Provisions that are by their nature intended to continue after the

termination of the Agreement, shall after termination of the Agreement for whatever reason remain.

ARTICLE 16 RESTRICTION OF THE BROADCAST/PLACEMENT

If and when in the course of an Agreement a broadcast/screened or yet to be broadcast/screened Commercial Message is no longer permissible in the sense of Article 10, or if and when Ster

has reasonable grounds to assume that a Commercial Message will no longer be permissible, Ster is authorised to terminate the Broadcast/Placement with immediate effect. Ster is not required to

compensate any damage caused by such a termination, unless Ster should not have in reason decided to terminate the broadcast or placement.

ARTICLE 17 EXCLUSIVITY

Ster strives for industry exclusivity, but offers no guarantee that Commercial Messages, promoting similar products

or services, produced by competing Advertisers, are not broadcast/placed in one and the same commercial slot or on

one and the same website.

ARTICLE 18 MEASUREMENT SKO

PARAGRAPH 1

Ster may, for the benefit of measuring coverage and/or the audience share in the SKO online viewing research, apply technical measures regarding the Commercial Messages on digital media, such as a tag, pixel and/or cookie.

The Contracting party extends its full cooperation to the application of these technical measures.

PARAGRAPH 2

The Contracting Party shall hereby follow the instructions of Ster and observe

the prescribed specifications and terms and conditions from the Technical Requirements Online Commercials, as published at www.ster.nl/inkooptools.

ARTICLE 19 TECHNICAL MEASURES AND PERSONAL DATA

PARAGRAPH 1

The Contracting Party that wishes to apply a cookie, pixel or comparable technical measure to his digital

Commercial Message, must notify Ster of this in a timely manner and at the latest one working week before placement of the Commercial Message.

PARAGRAPH 2

For the actions stated in paragraph 1 Contracting Party must comply with the relevant legislation and regulations

regarding applying cookies, pixels similar technical measures and the protection of personal data. This at least means that Contracting party shall protect all personal data it may acquire in the context of advertising on the Ster network, adequately and it shall not use or process the personal data further or for other purposes than for which the required permission has been gained from the person concerned based on the information in paragraph 3.

PARAGRAPH 3

If and when Contracting Party or a third party enlisted by Contracting

Party places or reads out cookies on connected devices, Contracting Party guarantees that Ster can meet the requirements of the relevant legislation and regulations regarding placing and reading out of cookies and the protection of the personal data read out. Contracting party shall at least provide Ster with full, accurate and current information prior to the placing and reading out of cookies in accordance with the Dutch Protection of Personal Data and Privacy Act and in accordance with Ster's instructions regarding:

- ▶ The nature, function and objective of the various cookies that are placed

and read out;

- ▶ The nature of the personal data which is thus acquired;
- ▶ By whom the various cookies are placed and read out;
- ▶ The objective of the processing of the personal data;
- ▶ The retention period applied.

PARAGRAPH 4

At the first request of Ster Contracting Party shall enter into an agreement regarding the processing of personal data in which privacy guidelines are laid down composed by Ster.

ARTICLE 20 APPLICABLE LAW AND DISPUTES

Any agreements between Ster and the Contracting Party are subject to Dutch law. Any disputes arising from or in connection with the agreement

between Ster and Contracting Parties or Advertisers will be settled by joint consent to the extent possible. If the parties cannot settle a dispute out of

court, it will be submitted to the court with jurisdiction in Amsterdam.

ARTICLE 21 PUBLICATION AND EFFECTIVE DATE

The present General Terms and conditions have been published and are available for examination by any interested party at the offices of Ster and

via www.ster.nl/inkooptools. Through publication on the website of Ster they have taken effect. The present General Terms and conditions have been filed

at the Chamber of Commerce for Gooi-, Eem- and Flevoland in Almere.

This translation is being provided for the user's convenience only. The original Dutch text will be binding and will prevail in the event of any discrepancy or conflict between the original and its English translation.



T 035 672 55 00 | ster@ster.nl | www.ster.nl
Laapersveld 70 | Postbus 344 | 1200 AH Hilversum