

# General terms & conditions concerning the provision of advertising space by BURDA PRAHA spol. s. r. o.

## Preamble

These General Terms & Conditions constitute generally valid and binding rules governing any and all contracts concerning the provision of advertising space in any magazine which is subject to a contract made by and between the publisher of such magazine BURDA PRAHA spol. s. r. o. ("Provider"), under which Provider, acting on its own behalf, enters into agreements on the provision of advertising space with a party interested in having an advertisement or advertisements published in such magazine ("Advertiser"). These General Terms & Conditions take effect on 1st January 2014.

## 1. Advertisement orders

1.1. Upon receiving a demand, either in writing or by phone, for advertising space from Advertiser, Provider issues a binding advertisement reservation, i. e. a document which contains, in particular, a description of the advertising space demanded by Advertiser (specifying the issue of the magazine in which the advertising space should be provided, the size of the advertising space, etc.), the price for providing such advertising space, and any further terms & conditions agreed upon that are not contained in these General Terms & Conditions (the "Reservation"). The Reservation signed by Provider's authorized representative constitutes a draft agreement on the provision of advertising space described in the Reservation under terms & conditions specified therein. Reservation shall be serviced by Provider to Advertiser by post, in person or by fax, or by any other means agreed upon by both parties.

1.2. Advertiser shall confirm the Reservation by attaching a signature of its duly authorized representative and shall deliver the confirmed Reservation to Provider before the advertisement closing date for the relevant issue of the magazine specified in the Reservation. A tentative list of advertisement closing dates of the issues of each magazine is available at [inzerce.burdamedia.cz](http://inzerce.burdamedia.cz). In any event, only the advertisement closing date specified in the Reservation is legally binding.

1.3. In the event that the order of advertising space placed by Advertiser at Provider is the first one for this Advertiser, Advertiser shall attach to the confirmed Reservation

a copy of current (not older than 3 months) extract from the Commercial Register (or a trade certificate, if Advertiser is a natural person not entered in the Commercial Register).

1.4. A timely delivery of the confirmed Reservation to Provider shall constitute an agreement on the provision of the advertising space specified in the Reservation to Advertiser for the purpose of publishing an advertisement delivered by Advertiser (the "Agreement"). Should the confirmed Reservation be delivered to Provider after the advertisement closing date of the relevant issue of the given magazine, the delivery does not constitute the Agreement and such confirmed Reservation shall be deemed as Advertiser's offer to make the Agreement, which offer Provider is not obliged to accept. Unless the Provider informs the Advertiser of the non-acceptance of the Reservation within seven business days of the late delivery of the confirmed Reservation, the Agreement is made on the date of the expiry of such seven-day period.

1.5. Advertiser is not entitled to take back the confirmed Reservation delivered to Provider, or cancel it in any other way than specified in these General Terms & Conditions in section Order Cancellation.

1.6. Any amendment(s) made by Advertiser to the Reservation prior to its confirmation and delivery to Provider (deletions, overwriting or adding) transform such Reservation into a document without any legal effects, no matter whether the Reservation has been delivered in time or late. A timely delivery of such amended confirmed Reservation to Provider shall constitute the Agreement, but only under the conditions specified in the original version of Reservation delivered to Advertiser by Provider. In the event that the amendment(s) of the Reservation made by Advertiser without authority concerns sufficient requirements of the Agreement (in particular, the issue of the magazine, size and placement of the advertising space or the price for provision of the advertising space), or in the event that the amendment(s) shall affect the text of the Reservation so that the text is illegible or incomprehensible, the Provider reserves the right to refuse to publish the given advertisement. In that event, the paragraphs 6.2. and 6.3. in these General Terms & Conditions shall be applied accordingly.

1.7. Any arrangements related to the provision of advertising space (either written or oral), made before the date of the Agreement and not expressly specified in the Reservation or in these General Terms & Conditions, do not form a part of the Agreement and are not in any way legally binding for the Provider.

## 2. Cancellation of a reservation

2.1. Advertiser may cancel the Reservation (i.e. withdraw from the Agreement) within thirty-five business days before the scheduled publication of the advertisement(s) (i.e. before the date of the distribution of relevant issue of the given magazine into the

retail network, specified in the Reservation), without any claims to damages arising to the Provider. Advertiser may cancel the Reservation (i. e. withdraw from the Agreement) only by written notice of withdrawing from the Agreement (the "Cancellation"), delivered to Provider. If more than one advertising space are ordered in the Reservation, it is possible to make a partial cancellation of the Reservation.

2.2. Cancelling the Reservation (withdrawing from the Agreement) later than thirty-five business days before the scheduled publication of the advertisement(s) is only possible by servicing a written cancellation and paying a compensation amounting to the price specified in the Reservation (incl. VAT) of all advertising spaces affected by the cancellation and having the scheduled date of the publication within less than thirty-five business days from the service of the cancellation to the Provider. Advertiser is obliged to deliver the cancellation to the Provider in the way that is specified for delivering the confirmed Reservation and make the payment of the compensation no longer than 5 days before the Advertising date.

2.3. When reserving a particular advertising position (i. e. all cases where the subject of the Agreement is the provision of advertising space(s) defined not only by its size, but also by the position in the magazine, such as front and back cover, first advertisement page, etc.), the Advertiser is entitled to cancel the Reservation of such particular advertising position (i.e. withdraw from the Agreement) solely by servicing a written notice of cancellation and paying compensation amounting to the price of such particular advertising position as specified in the Reservation (incl. VAT); this provision shall apply in any event, regardless of the date of the cancellation of the Reservation. Advertiser is obliged to deliver the cancellation to the Provider in the way that is specified for delivering the confirmed Reservation and make the payment of the compensation no longer than 5 days before the Advertising date.

2.4. The confirmed Reservation (i. e. the Agreement) may not be in any way amended or otherwise modified. Any written request by Advertiser to "move" the advertisement(s) from one issue of the magazine to another issue of the same magazine, to "move" the advertisement(s) to another magazine, or to change the size of the ordered advertising space, or any request for any other change in the terms of Agreement, shall be deemed as the cancellation of the original Reservation (withdrawal from the Agreement) by Advertiser, with all effects laid down below, and, at the same time, as a new request, to which Provider shall respond by issuing a new Reservation.

2.5. In the event that Advertiser shall cancel the original Reservation (i.e. withdraw from the Agreement) according to the paragraph 2.4. in these General Terms & Conditions and, at the same time, confirm a new Reservation by attaching a signature of its duly authorized representative and shall deliver to Provider in time the new Reservation with clearly specified advertising space, which shall be provide in the same issue of the given magazine as the advertising space mentioned in the original Reservation, the Provider's right to payment of compensation according to paragraph 2.2. in these General Terms & Conditions shall expire.

### 3. Price, terms of payment, invoicing

3.1. Advertiser shall pay the price specified in the confirmed Reservation to Provider for the provision of advertising space.

3.2. Unless Advertiser and Provider agree otherwise, the prices for the provision of advertising space specified in the Reservation shall be in compliance with Provider's price list, effective as of the date of the service of Advertiser's request to Provider. Provider's current price list is available at [inzerce.burdamedia.cz](http://inzerce.burdamedia.cz). Provider is entitled to modify the price list at any time at his own discretion. Any new price list will be available by Provider at [inzerce.burdamedia.cz](http://inzerce.burdamedia.cz) at each time.

3.3. In the event of a discrepancy between the price specified in the Reservation and the price specified in Provider's price list, or an agreement between Provider and Advertiser, Advertiser is obliged to notify of such discrepancy without undue delay upon the service of the Reservation. If any such discrepancy between the Reservation price and list price, or agreement, recognized by Provider, Provider shall issue a new Reservation with the correct price. If Advertiser confirms the Reservation, he loses any right to contest or object to the price specified in the Reservation in any way and is obliged to pay the price to Provider.

3.4. The price for the provision of advertising space is payable within fourteen days of the date of issue of the relevant tax document (invoice) by Provider, unless the contracting parties agree otherwise in advance. The price is payable at each case by non-cash transfer or by bank deposit to Provider's bank account specified in the tax document (invoice). The tax document shall be issued by Provider within fifteen days from the date of the advertisement. The date of the advertisement is the Date of the Provision of Taxable Supply.

3.5. Provider may require advance payment in other cases, particularly from Advertisers who did not perform his duties under Agreements in a proper or timely manner (particularly if such Advertiser did not pay the agreed price for the provision of advertising space). If "advance payment" clause or another clause with a similar meaning is contained in the Reservation, the price for the ordered advertising space is always payable in full amount in advance, not later than the date of the relevant advertisement closing date specified in the Reservation. Provider shall issue and send an advance tax document (invoice) to Advertiser. If the price for the advertising space is not paid until the day of the relevant advertisement closing date specified in the Reservation, Provider is not obliged to provide the ordered advertising space and to publish the Advertiser's advertisement in such space. The tax document to account the advance payment shall be issued by Provider in each case within fifteen days of the Date of the Provision of Taxable Supply.

3.6. In the event that Advertiser is in delay with the payment of the price for the provision of a particular advertising space, Provider is not obliged to provide to such Advertiser any other advertising space or to publish any other advertisement of such

Advertiser, regardless of whether there were any Agreements on the provision of such advertising space before or after Advertiser's delay with the payment for any other advertising space occurred.

3.7. If Provider does not provide certain advertising space to Advertiser due to any delay on the part of Provider with the payment of the price for the provision of advertising space, and the Provider does not publish Advertiser's advertisement in such advertising space, the Agreement on the provision of this advertising space expires and a claim arises to Provider with respect to Advertisers for a compensation of loss profit amounting to the sum prices for the provision of the entire advertising space which Provider did not provide to Advertiser due to Advertiser's delay.

3.8. If the Advertiser is in delay with the payment of the price for the provision of advertising space, he is obliged to pay to Provider a contractual fine of 0.05 % from the outstanding amount for each commenced day of delay. The termination of the Agreement is in any case without prejudice to Advertiser's duty to pay the contractual fine.

3.9. To advertising and media agencies authorized to order advertising on behalf of their clients, Provider provides an agency commission (discount) amounting to 15% of the price for the provision of advertising space. Advertiser is entitled to an agency commission only if such right is stated in the Reservation. If Advertiser believes he should have a right to an agency provision and such right to an agency provision is not recognized in the Reservation, Advertiser must point out to such discrepancy without undue delay upon receiving the Reservation. If Advertiser's right to agency provision is acknowledged by Provider, Provider shall issue a new Reservation, in which Advertiser's claim to the agency provision will be expressly state and numerically specified. If Advertiser confirms a Reservation which does not contain any numeric specification of the claim to an agency provision, no claim arises to Advertiser, who is obliged to pay the full price for the provision of advertising space.

3.10. If Provider grants any discount of the list price for the provision of advertising space to Advertiser, such fact shall be stated in the Reservation (the discount shall be specified numerically in the Reservation either as a percentage of the list price or as an absolute amount). Should Advertiser be in delay in the payment of the discounted agreed price for the provision of advertising space, Advertiser's right to discount expires immediately upon the delay in payment and Advertiser is obliged to pay the full list price to Provider.

3.11. Together with a proper tax document (this does not relate to advance tax documents), Provider shall send to Advertiser also a proof copy of the relevant issue of the magazine in question, containing the published advertisement of the Advertiser.

#### 4. Delivery of advertisement data, advertising

4.1. Advertiser is obliged to provide Provider with the data for the advertisement which should be published in the advertising space in the form of a data file ("Advertisement Data") not later than the advertisement closing date of the relevant issue of the magazine in which the advertisement should be published. The advertisement closing date is stated in the Reservation.

4.2. The description of an advertisement in the Reservation (brand, graphic design, etc.) serves only for orientation and is not legally binding in any way. Provider is obliged to publish the advertisement in compliance with the data provided by Advertiser (unless Advertiser refuses the publication) and is in no way obliged to check, much less to ascertain, the conformity of the Advertisement Data and the advertisement published on its basis with the description in the Reservation.

4.3. Advertiser is obliged to provide Advertisement Data in such a format and consistent with such parameters as specified in the current technical specifications for Advertisement Data for the given magazine. The current technical specifications are available at [inzerce.burdamedia.cz](http://inzerce.burdamedia.cz) and, upon Advertiser's request, can be delivered to Advertiser in printed form. Provider may change, modify or amend the technical specifications at any time (e.g. with respect to the change of the magazine format, the change of printing technology, etc.). Provider is obliged to immediately inform Advertiser in writing on any changes in technical changes, modifications or amendments to the technical specifications of Advertisement Data related to the publication of advertisements which have already been ordered.

4.4. The data file containing Advertisement Data must always be named in a way so as the file name is composed (in the subsequent order) of the name and number of the given magazine issue in which the advertisement should be published, the date of issue of the magazine, stated in the Reservation, and the name of Advertiser; the above mentioned components must be divided by the character "\_" ("underline"); divisions inside each component, if any, shall be made by using a dash (e.g. "Maxim\_2008-04\_YYYY-MM-DD\_XYZ").

4.5. Advertiser must deliver the Advertisement Data to Provider either on a CD data medium serviced to Provider's address, or via electronic mail (email) sent to the electronic address of the magazine in which the advertisement is to be published, or by a means agreed upon by both parties. The electronic addresses of the magazines, to which Advertisement Data may be sent, are laid down in the document Technical specification [Technická specifikace] accessible at [inzerce.burdamedia.cz](http://inzerce.burdamedia.cz) in the section 'Download' ["Ke stažení"].

4.6. Together with Advertisement Data in the form of a data file, Advertiser should provide to Provider (to Provider's registered address) a digital proof-sheet showing the final appearance of the printed advertisement in compliance with technical specifications valid for the given magazine ("Proof-Sheet") in order to ensure the colour compliance of the advertisement printed in the magazine with the delivered

Advertisement Data. If Advertiser does not supply the Proof-Sheet to Provider in the required form and within the required date, Provider is not liable for any technical defects in print or any defects in the colour of the printed advertisement.

4.7. All advertisements which are not, due to their content or style, at the first sight clearly distinguishable from editorial content, Provider may be clearly designated as advertisement (e.g. by stating the word INZERCE, REKLAMA (“Advertisement”), etc.). The manner, size and location of such designation are solely at Provider's discretion.

4.8. Provider is not obliged to return to Advertiser the delivered Advertisement Data or Proof-Sheets, and is not obliged to maintain or store such Advertisement Data or Proof-Sheets.

4.9. In the event of an unusual form of advertisement such as inserts, inbounds of product samples or products, Provider is entitled to refuse those that have not undergone an endurance test and it is considered that Advertiser has not deliver the advertising materials properly and in time.

4.10. If Advertiser does not deliver to Provider advertising data in a due (e.g. in a way, format and in compliance with such parameters as stipulated by Agreement, these General Terms & Conditions and relevant technical specification) and timely manner, Provider is not obliged to provide the ordered advertising space and publish the Advertiser's advertisement in it. If Provider, due to Advertisement's delay in delivering the Advertisement Data, does not provide certain advertising space to Advertiser and does not publish Advertiser's advertisement in such space, the Agreement on the provision of such advertising space expires and Provider is entitled to a compensation of the loss profit from Advertiser, amounting to the price of the provision of advertising space, which Provider did not provide to Advertiser due to Advertiser's delay with the delivery of Advertisement Data. This contractual penalty, or possibly its parts, are always due to payment within 15 days from the Advertising date of the relevant non-provided advertising space.

4.11. With the exception cases where the subject of Agreement is the provision of a specifically designated position, Provider is entitled to provide to Advertiser advertising space located at any place of the given magazine at Provider's discretion. It is solely at Provider's discretion whether the provided advertising space is next to editorial content or other advertising space, and it is at Provider's sole discretion next to which advertisement Advertiser's advertisement shall be placed. Advertiser is not entitled to any claim on the grounds of the location of his advertisement next to a competitor's advertisement or next to any editorial content, which Advertiser may choose to deem as improper.

## 5. Deficiency claims

5.1. Provider is not liable to defects cause by defective Advertisement Data delivered by Advertiser.

5.2. If Provider creates Advertisement Data for Advertiser based on an agreement with Advertiser and on the proposals delivered by Advertiser, Provider is only liable for the technical quality of Advertisement Data. Liability for the content of the Advertisement Data remains fully with Advertiser.

5.3. Advertiser is obliged to lodge a complaint against any defect of the published advertisement and claim his rights arising from such defects in writing not later than ten days after the publication of the advertisement, or else such Advertiser's rights expire. The complaint must contain the description of defects objected to and the reason that Advertiser believes that Provider is responsible for the defects; Advertiser must also state what right arising from defects of the advertisement he is claiming.

5.4. If the published advertisement has defects for which Provider is responsible and Advertiser claims his rights in due and timely manner and such defects cause a substantial reduction in the information value of the advertisement or a provable damage to Advertiser's good name, Advertiser is entitled to a reasonable discount from the price for the provision of advertising space. If not expressly stated otherwise, Advertiser has no other right by virtue of the defects in the advertisement than the right to a reasonable discount from the price for the provision of advertising space according to this paragraph 5.4.

## **6. Advertiser's liability for the content of advertisement(s)**

6.1. Advertiser is responsible for the full compliance of the ordered advertisement with valid laws and regulations, good manners, the principles of honest business relations and with generally accepted advertising ethical codes (particularly with the Code of the Advertising Standards Council), and that no encroachment on the rights of any third party, particularly the copyrights, other intellectual rights and rights concerning the protection of personal integrity and freedom.

6.2. Provider may refuse publishing an advertisement if he should consider such publication as constituting a breach with paragraph 6.1. in these General Terms & Conditions, or as damaging the good name or interest of Provider or third parties. Provider shall notify Advertiser of refusing the advertisement in writing. If Advertiser does not deliver in due and timely manner data for the publication of another advertisement, the relevant Agreement expires.

6.3. Provider is not in any case liable for any damage arising to Advertiser from the non-publication of the advertisement, which has been refused by Provider.

6.4. Advertiser is obliged to pay to Provider any costs and/or damages which has arisen to Provider as a result of any person or authority lodging any claims against Provider due to an asserted breach of laws or regulation through the publication of

the advertisement based on Advertiser's Advertisement Data; such Advertiser's obligation holds good regardless of whether such claim prove legitimate or not. In particular, Advertiser shall compensate Provider for all legal costs incurred in relation to the investigation of claims lodged by any person or authority and during the representation of Provider in all related court or administrative proceedings.

## 7. Governing law, dispute solution

7.1. The contracting parties agree that any Agreements entered into on the grounds of Reservations are governed by the law of the Czech Republic.

7.2. The contracting parties agree that the Agreement and relations established by the Agreement are governed by the Commercial Code.

7.3. The contracting parties agree that any disputes which may arise from Agreements and Reservations, and any disputes related to the making and validity of Agreements will be adjudicated by locally competent courts of the Czech Republic. If there is no court in the Czech Republic, according to the relevant rules of procedure, which would be locally competent to hear suits against Advertiser, the contracting parties agree that the locally competent court is District Court for Prague 5 for disputes heard by District Courts in the first instance, and Municipal Court of Prague for disputes heard by competent Regional Courts.

## 8. Final provisions

8.1. Advertiser is not entitled to assign any of his rights arising from the Agreement to a third person without a prior written consent of Provider, not even partially.

8.2. Advertiser, as a party against whom the Provider's rights as a creditor by this Agreement are time-barred, extends, by this express statement, the time-barred period of creditor's rights arising from this Agreement to a period of 15 years.

8.3. These General Terms & Conditions form an integral part of each Agreement, made by and between Provider and Advertiser by means of Reservation. Should the Reservation contain an express stipulation which would contradict these General Terms & Conditions, such express stipulation in the Reservation prevails.

8.4. These General Terms & Conditions may be amended, modified and added to by Provider at any time at [inzerce.burdamedia.cz](http://inzerce.burdamedia.cz) in the section 'Download' [„Ke stažení“]. Each Agreement abides by the Terms and Conditions that are in effect at the time of the formation of the Agreement.