



General Advertising Terms and Conditions

Print and Online

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1. SCOPE

- 1.1 These Advertising Terms and Conditions together with the applicable offer provisions and rates of Tamedia AG, Werdstrasse 21, 8004 Zürich (hereinafter “**Tamedia**”), and the media marketed by Tamedia (you can find a complete list of all companies an media concerned here: <http://tamedia.ch/en/advertising/scope-of-application>) (hereinafter jointly referred to as “**publisher**”) apply for all advertising orders from advertisers (hereinafter “**advertising orders**”) concerning the publication of ads and other advertising media (hereinafter “**advertising media**”) in the publisher’s newspapers, magazines and/or online news portals (hereinafter also “**publisher’s products**”).
- 1.2 Unless otherwise agreed in writing between the advertiser and the publisher, these Advertising Terms and Conditions shall apply exclusively.
- 1.3 The advertiser’s terms and conditions will not be recognised, unless they coincide with these Advertising Terms and Conditions.

2. ADVERTISING ORDERS, CHANGES AND SUSPENSIONS

- 2.1 Advertising orders may be placed by the advertiser personally, in writing (also by e-mail or fax) or by Internet. The advertising order shall come into existence with legal effect upon the written (also by e-mail or fax) order confirmation through the publisher or, if this is unusual (e.g. order placement by telephone) or has not been expressly requested by the advertiser, no later than at the time of publication resp. delivery of the advertising media.
- 2.2 For printed publisher’s products, changes and suspensions of advertising orders through the advertiser are possible in writing (also by e-mail or fax) up until the deadline for acceptance of ads. Any publisher’s expenses for already handled printed material or other costs accrued up until the time of the change or suspension must be reimbursed by the advertiser. Displacements are likewise possible subject to existing capacities and of any changed offer provisions and rates up to the deadline for ad submission. For the publisher’s digital products, changes and suspensions of definitively placed advertising orders through the advertiser are possible at any time. In this case, any publisher’s expenses and losses of income which are incurred by the publisher as a result of the suspension of the definitive advertising order must be reimbursed in the full amount by the advertiser.

- 2.3 The publisher's liability for errors when transferring advertising orders, their change, suspension or displacement is excluded.

3. LAYOUT, DELIVERY AND CONTENT OF ADVERTISING MEDIA

- 3.1 The advertiser is responsible for the timely production and delivery of suitable and flawless advertising media. The advertiser in this regard must comply with the technical and time requirements, standards, specifications and conditions of the currently applicable offer provisions and rates. The consequences of advertising media delivered too late or which is defective shall be borne by the advertiser. For digital advertising media, it must additionally ensure that these do not contain any viruses, Trojans or the like; if it does not comply it shall be liable for any damage.
- 3.2 If the publisher assumes the production of advertising media on behalf of the advertiser, the advertiser must bear the costs for the production as well as for changes to originally agreed designs requested by or imputable to the advertiser and make available the documents and information required for this (text, images, videos etc.) in good time beforehand. The publisher may receive regulations on the layout of advertising media in accordance with its technical capabilities.
- 3.3 For masters, the delivery of the advertising media by the advertiser shall be considered as "good for printing". Proofs shall be delivered by the publisher only at the advertiser's express and written request and only, if no full templates can be considered, delivered for a charge. Responsibility for the correctness of the proof shall be borne by the advertiser. Corrections and changes shall be taken into account if they are notified by the advertiser within the time periods set by the publisher. Otherwise, the authorisation to publish resp. deliver the advertising media is considered to be granted.
- 3.4 The advertiser alone is responsible for the content of the published advertising media, its change and where applicable updating.
- 3.5 For digital advertising media the advertiser must ensure that web pages that these are linked with are functional and kept up-to-date during the entire period of the switching-in or delivery.
- 3.6 The name and logo of the publisher and its products and advertising media may be used only with the publisher's prior written agreement (also by e-mail or fax).

3.7 Advertising media shall be sent back to the advertiser by the publisher only in the case of an express written instruction at the time of delivery to the publisher. The publisher's obligation to store advertising media and masters in safekeeping shall end in each case after the completed publication resp. termination of the delivery of the advertising media.

4. POLITICALLY AND EDITORIALY LAID OUT ADVERTISING MEDIA

4.1 Advertising media which obviously is intended to bring about opinion shaping resp. influencing with regard to elections and voting must appear early enough before the time of going to the polls so that the opposing side is also given the possibility to place advertising media before the date of the election or voting, and contain information on the client. In other respects, the currently applicable publisher's guidelines shall apply.

4.2 Advertising media must be clearly recognisable as such by readers and users and be able to be distinguished from the editorial part in layout and font. The publisher reserves the right to include an additional identification through a heading "ad", "advrt.", "advertising" or "advertorial".

5. EDITION AND PLACEMENT REQUESTS

5.1 Edition and placement requests shall be taken delivery of without obligation. The publisher reserves the right to displace advertising orders for technical reasons and without cost implications for the advertiser, without further inquiry to the advertiser.

5.2 For placement specifications which are not regulated in scales of charges, an additional fee shall be charged. If a confirmed placement cannot be complied with for technical publishing reasons, as far as possible the advertiser shall be informed beforehand.

5.3 If advertising media does not appear or appears at a different place or in a different edition or the delivery of the advertising media is made later as a result of a technical disruption, the advertiser shall not be entitled to any damages claims. If advertising media does not appear, however, the advertiser's claim for publication of the advertising media shall continue to exist and the parties shall amicably seek a suitable time for the subsequent publication.

5.4 Any right of the advertiser to claim exclusivity or non-competition is excluded.

6. PUBLICATION RESP. DELIVERY OF ADVERTISING MEDIA

- 6.1 The publisher is entitled to at any time request changes to the advertising media or reject resp. suspend advertising media also without stating reasons. This applies in particular if their content violates statutory provisions or administrative orders or industry rules, if their content comes under criticism from the Swiss Commission on Fair Trading in connection with a complaint, or if their publication resp. delivery at the publisher's free, objective discretion is unacceptable due to the content, the layout or the origin of the advertising media or for technical reasons.
- 6.2 For advertising orders concerning the publication in printed publications, the publisher is entitled but not obliged to publish the advertising media within the period in which the printed advertising media is published, as digital edition (e.g. ePaper) of the corresponding publication and edit this accordingly. A respective right or claim of the advertiser shall only exist to the extent this is provided for in the respective order provisions and rates.
- 6.3 The advertiser acknowledges that advertising media which is published by the publisher, either in printed or digital editions or otherwise, are not any third parties' disposal. The advertiser in particular prohibits any assumption of advertising media on online services of the publishers through any third parties without the prior approval of the publisher and transfers to the publisher the right to prohibit each and any kind of utilisation and editing of such advertising media by adopting appropriate measures.
- 6.4 For publications in printed publisher's products the publisher shall deliver a copy of the advertising media at the advertiser's request. The delivery of original receipts is subject to a charge.

7. WARRANTY, NOTICE OF DEFECTS, PUBLISHER'S LIABILITY

- 7.1 The publisher shall make every effort to ensure the best possible publication of the advertising media corresponding to the usual technical standard in each case and warrants accordingly the contractual execution of the advertising orders.
- 7.2 The advertiser is aware that according to the state of the art it is impossible to ensure the uninterrupted availability of the systems and a flawless publication resp. delivery at any time. The publisher in particular does not warrant any availability or freedom from errors, defects or disruptions, neither for its printed nor for its digital publisher's products. Furthermore, defects and disruptions not imputable to or not amenable to

the influence of the publisher such as force majeure, impairments caused by third parties as well as third party deliveries and services (e.g. disruptions of the communication networks, line, server or electricity failures) are as well excluded from the warranty. Clause 7.6 remains reserved.

- 7.3 Complaints (notices of defects) must be notified to the publisher by the advertiser in writing (also by e-mail or fax); in the case of obvious defects without undue delay after publication resp. delivery of the advertising media, in the case of hidden defects upon their discovery. If the advertiser omits to give notice of defects without undue delay, the publication resp. delivery of the advertising media shall be considered to be authorised.
- 7.4 In case of a defective publication resp. delivery of advertising media imputable to the publisher and timely notice of defects, the advertiser shall be entitled to claim for a price reduction or a flawless replacement publication resp. delivery. A corresponding claim shall only exist if and insofar as the sense and the advertising effect was impaired through the defective publication resp. delivery. No claim for price reduction or flawless replacement publication resp. delivery shall exist in case of deviations from typographic regulations or defective code signs (QR codes, bar codes etc.). Furthermore, any replacement publication resp. delivery shall be excluded if as a result the publisher would incur disproportionate costs.
- 7.5 Failures in the case of the delivery of digital advertising media which have been caused through malfunctions of the ad-server and last more than 10% of a time-bound fixed booking entitle the advertiser to assert a corresponding subsequent delivery resp. extension of the delivery in the amount of time of the failure that has occurred, if and to the extent the ad-impressions may no longer be reached during the booked time. If the subsequent delivery fails within the extended delivery period, too, the advertiser's payment obligation shall cease to apply to the extent the contractual performances were not realisable by the publisher.
- 7.6 If the circulation figure of a publication in which a printed advertising media appears is impaired in cases of force majeure, the publisher shall have a claim for full payment of the advertising order if the publication has been issued with 80% of the warranted or certified edition by the publisher. If the edition published is less, the

remuneration for the advertising order is reduced in the proportion in which the warranted or certified edition stands to the actually published edition.

- 7.7 The warranty claims under Item 7.4 to Item 7.6 shall be understood to be conclusive. The advertiser's claims due to defects shall become time-barred one year after publication resp. delivery of the advertising media.
- 7.8 The publisher is liable only for intent and gross negligence. In any case the publisher's liability for consequential damage and lost sales revenue and profit is excluded. The above-mentioned exclusions and restrictions of the publisher's liability also apply to the personal liability of its employees, executive bodies and auxiliary persons.
- 7.9 In the case of non-compliance with the publisher's content-related, technical and time requirements and recommendations on the production and delivery of the advertising media through the advertiser all claims due to defective publication resp. delivery of advertising media shall be forfeited.

8. GRANT OF RIGHTS AND THE ADVERTISER'S LIABILITY FOR THE CONTENT OF ADVERTISING MEDIA

- 8.1 The advertiser shall transfer to the publisher the non-exclusive, worldwide valid right to use its advertising media to the extent required for the execution of the advertising order and the further rights granted to the publisher in accordance with these Advertising Terms and Conditions, in particular to use the company names, marks, logos and other distinctive signs stated in these, as well as the right to reproduce, disseminate, transfer, broadcast, store, enter into and retrieve from databases, make publicly accessible, edit and where applicable reconfigure the advertising media.
- 8.2 The advertiser shall bear responsibility for the content and the legal admissibility of advertising media. The publisher is not obliged to check whether advertising media infringes regulations or third party rights. The advertiser warrants that it has acquired resp. can dispose of all rights of use of the holder of copyrights, neighbouring rights and other rights to insert and disseminate the advertising media provided by it and will fully indemnify the publisher against any third party claims due to trademark law, personality law, copyright law or other legal infringements, including the appropriate costs for the legal defence.

9. REQUESTS FOR A RIGHT TO REPLY

- 9.1 Requests for a right to reply to ads shall be dealt with by the publisher as far as possible in consultation with the advertiser.
- 9.2 If a court action is brought against the publisher, the advertiser is obliged to join the proceedings after filing a third-party notice. The advertiser in any case is obliged to assume all judicial and extrajudicial costs accruing in connection with a right to reply, including the costs in accordance with the offer provisions and rates of the respective publisher's product, if the publisher is obliged to publish a right to reply.

10. CONFIDENTIAL REPLY BOX NUMBER ADS

- 10.1 Offers to confidential reply box number ads shall be forwarded only if they refer directly to the content of the advertising media concerned. Items sent in for recommendation and advertisement purposes, anonymous and bulk offers are excluded from the forwarding. For the determination of such offers, the publisher reserves the right to open random samples of letters resp. e-mails.
- 10.2 For the return sending of documents, the publisher cannot assume any responsibility. For the sending of offers which exceed the C5 format, a corresponding postal charge must be enclosed for the forwarding.
- 10.3 The publisher additionally reserves the right to open letters also without the advertiser's express authorisation if they cannot be clearly allocated to particular advertising media.

11. MANAGEMENT, CHANGE AND FURTHER DEVELOPMENT OF THE PUBLISHER'S PRODUCTS

- 11.1 The publisher is entitled at any time to use the services of third parties for the fulfilment of its contractual obligations.
- 11.2 Technical developments and enhancements as well as changes or discontinuations of publisher's products are at the publisher's sole discretion and the publisher reserves the right to carry out these at any time. The publisher in particular is entitled to change resp. adapt also at short notice the form of appearance of publisher's products as well as corresponding applicable deadlines for acceptance of ads published in the offer provisions and rates.

- 11.3 If a publication is discontinued during the term of an advertising order, the publisher may withdraw from the contract without an obligation to compensation. The withdrawal shall not release the advertiser from the obligation to pay for the advertising media published resp. delivered up until the discontinuation of the publication.
- 11.4 In the case of significant changes in the offering of digital advertising media, which significantly restrict or exclude the further delivery of advertising media of ongoing or not yet ended advertising orders, the advertiser shall have a claim for a credit note for the services not yet obtained as per the implementation of the change. Unless agreed otherwise, the credit note shall be valid exclusively for the obtaining of advertising services in the same product.

12. RATES AND PAYMENT TERMS AND CONDITIONS

- 12.1 The prices, surcharges and other terms and conditions relevant to advertising orders shall result uniformly from the currently valid offer provisions and rates for the respective products at the time of the publication resp. delivery of advertising media.
- 12.2 In the case of advertising media for the publication in printed products the invoicing shall be done based on the millimetre appeared. The commenced millimetre is charged in full. "Necessary height" is not understood to be the minimum limit, but a space which is adapted to the subject.
- 12.3 In the case of advertising media delivered digitally, which are invoiced in accordance with ad impressions, clicks or by other means of measurement, these are determined exclusively by the publisher's measurements.
- 12.4 The publisher shall grant sales discounts as listed in the currently applicable offer provisions and rates. In addition, the advertiser acknowledges and agrees that the publisher may show and deduct an order-related advisor's commission in the invoice to the advertiser resp. may pay an advisor's commission to the brokering agency or the brokering third party in the case of the brokering of orders through an agency or another third party.
- 12.5 Unless otherwise provided in the offer provisions and rates applicable or explicitly agreed otherwise in particular cases, the publisher's invoices shall be due for payment without any deduction within 30 days of the invoice date.

- 12.6 In the case of a delay of payment, a dunning charge of CHF 10.00 as well as 5% default interest shall be invoiced. In the case of enforcement, moratorium or bankruptcy, any sales discounts and advisor's commissions shall be forfeited. Already disbursed advisor's commissions may be reclaimed by the publisher. In addition, the publisher shall be entitled to charge an extra fee of 5% of the outstanding invoice amount, but at least CHF 50.00 and at most CHF 300.00, for administrative expenses incurred.

13. PROPERTY RIGHTS

- 13.1 The publisher resp. its licensors are exclusively entitled to all copyrights and trademarks as well as to know-how in digital publications on which the advertiser's advertising media is delivered. The advertiser is entitled to rights of use to digital publications required for the publication resp. delivery of the advertising media during and to the extent of the advertising order.
- 13.2 All information and statistical evaluations collected in the course of the publisher's measurements regarding the advertiser's advertising media are the property of the publisher and may be used and exploited by it for own purposes. However, the publisher undertakes to treat this information as confidential and make it publicly available only in anonymised form.

14. DATA PROTECTION

- 14.1 The advertiser acknowledges and agrees that the publisher may store in machine-readable form and process the personal data indicated by it, where applicable also with the involvement of external service provider companies in connection with the use of the publisher's services, in particular in connection with the placement and handling of the order. The publisher shall abide by the applicable data protection regulations, but in particular cannot warrant the confidentiality, genuineness and authenticity of the advertiser's advertising media and data for digitally delivered advertising media. The advertiser acknowledges in this connection that personal data can also be retrievable in countries that do not have comparable data protection regulations to Switzerland.

14.2 **Besides generally, non-personal, in particular statistical data that the publisher collects and processes concerning the published resp. delivered advertising media and the use of the publications, the advertiser's personal data stored for the purpose of the handling of the advertising order may – subject to an objection raised by the advertiser – also be used for marketing purposes, to carry on market research and to improve continuously the publications and offers of the affiliated companies by the publisher and the companies of the Tamedia Group or with companies affiliated with the Tamedia-Group (you can find a current list of all companies concerned here: <https://www.tamedia.ch/en/privacystatement/companies>).** The publisher and the affiliated companies in this regard may collaborate with other companies and persons resp. commission other companies or persons with the handling and storage of such data and consequently grant these access to such data if required for dealing with the functions assigned to it.

14.3 The advertiser is entitled to revoke its consent to use its personal data not concerning the direct handling of the advertising order at the publisher's premises at any time. The revocation must be sent in writing (also by e-mail or fax) to the following address:

Tamedia AG

Tamedia Advertising

Werdstrasse 21

8004 Zurich

E-mail: advertising-privacy@tamedia.ch

15. AMENDMENTS TO THE ADVERTISING TERMS AND CONDITIONS; CHANGES TO THE SCALE OF CHARGES

15.1 These Advertising Terms and Conditions replace all earlier ones. The publisher is entitled to amend these Advertising Terms and Conditions, the rates and the related applicable offer provisions at any time.

15.2 Amended Advertising Terms and Conditions, offer provisions and rates shall in any case enter into force at the same time for all advertisers and also apply to ongoing advertising orders. However, the advertiser shall have the right to withdraw from the contract or order in the case of increases in scales of charges within 2 weeks since the written notification. In this case it shall have only a claim for sales discount that it effectively would have achieved up until the withdrawal in accordance with the scale of sales discounts.

16. APPLICABLE LAW AND LEGAL VENUE

16.1 These Advertising Terms and Conditions are governed by Swiss substantive law. Insofar as these Advertising Terms and Conditions do not contain deviating regulations, in particular the regulations on work contracts (article 363 et seq. of the Swiss Code of Obligations (OR) shall apply.

16.2 **The legal venue shall be the publisher's registered office.** However, the publisher is allowed to bring a legal action against the advertiser at the court with jurisdiction for it.

All prices are quoted plus statutory VAT.

These Advertising Terms and Conditions are effective from January 1, 2017.

In the event of discrepancies between the English and German version of this General Advertising Terms and Conditions the German version shall prevail.