

Terms & Conditions Transfer

These conditions are to be applied on the realization and execution of the agreement between Transfer and the advertiser or his representative (agent) concerning the broadcast of commercials or sponsoring on the television and online channels represented by Transfer.

The advertiser and his representative are fully responsible for:

- The content and form of the commercials or sponsoring;
- All of the costs in relation to the broadcasting of the commercials or sponsoring;
- The clearing of any intellectual property ownership, including but not limited to the copyright and related rights, in relation with the commercials or sponsoring and their broadcast and to be able to prove the clearing of the commercials or sponsoring in writing.

The advertiser and his representative ensure that the commercials or sponsoring to be broadcasted by the channels represented by Transfer are in no way alien to:

- The applicable statutes, laws, rules, regulations, guidelines, codes (whether having the force of law or not) of any governmental or regulatory authority or agency governing Transfer and / or the channels represented by Transfer. The advertiser or his representative acknowledge that the channels represented by Transfer can be governed by the laws, decrees and regulators of different countries and regions like (and not limited to) Vlaanderen, Fédération Wallonnie Bruxelles, Nederland, France, Spain or the UK including without limitation the requirements and regulations under the Flemish Decree concerning the broadcast of radio and television of march 27th 2009, the Dutch Media Act (i.e. the “Nederlandse Mediawet”), media regulations and guidelines provided by the Vlaamse Regulator voor de Media, the Conseil Supérieur de L’Audiovisuel in the Fédération Bruxelles Wallonnie and in France, the Dutch Media Authority or OFCOM from the UK and / or any other regulator with applicable authority or other relevant authority from time to time, the Flemish advertising code, the Dutch advertising code (NRC) and the Dutch institute for age classification for audiovisual content (NICAM);
- Any applicable legal conditions, included but not limited to the Belgian law of April 6th 2010 concerning the protection of customers;
- Any applicable decree established by self-regulation;
- Any specifications, including but not limited to technical specifications, as declared by Transfer.
- Any guideline issued by channel groups like but not limited to Fox Networks Group, Viacom International Media Networks, AETN and Turner Broadcasting Systems Europe.

The advertiser and his representative ensure that the commercials or sponsoring to be broadcasted on the channels represented by Transfer in no way violate the right of a third party, or can in any way be perceived as deceptive, misleading, obscene, slanderous, illegal or unethical, or defame Transfer or the channels represented by Transfer in any way. No advertisement and/or sponsorship will be defamatory of, or infringe the rights of, any third party, or be obscene, or be prejudicial to the image or reputation of Transfer and/or the Channels and/or the Websites and or expose Transfer and its channels and/or its affiliates to civil or criminal proceedings.

The advertiser and his representative warrants that:

- It holds (and has paid for where applicable) all necessary licenses, rights, clearances, consents and waivers for the production and the transmission on the Channels and Websites of any Advertisement and/or Sponsorship materials, and all content contained therein, including copyright in the Advertisement (including any and all music included therein) and/or the appearance of any person in the Advertisement and/or trade mark rights in any logos or similar marks appearing in the Advertisement;
- It undertakes and guarantees to ensure that all Intellectual Property Rights incorporated in Ads and/or Sponsorships shall be pre-cleared with the relevant rights holders and/or collecting societies for linear and non-linear transmission, regardless of technology or platform, including by requesting warranties to that effect by the advertisers.
- It grants to Transfer and its channels a non-exclusive right (with a right to sublicense to its representatives) to use (including the right to publish, reproduce and distribute) the advertiser’s logo(s), the Ad and/or Sponsorship materials and all Intellectual Property Rights (including any music and other performance rights) included in the Ad and/or Sponsorship materials, for transmission solely for the purpose of and in accordance with the terms of this Agreement on the Channels and/or Websites and/or any Transfer and its channels branded platform and/or area of third party platform via, including satellite, cable, terrestrial, IPTV/ADSL/DSL, online (including for the avoidance of doubt Internet), mobile networks (inter alia 3G/4G/5G); regardless of delivery method and/or technology and to any device; either as part of a linear feed (including any standalone feed, simulcasting or retransmission) or as part of any type of on demand service in the form of “instant restart”/”start-over”, “catch-up” or any other type of non-linear viewing functions; regardless of the form of legal relationship with the end user (for free or for a fee); and whether broadcasted in ‘High Definition’ or otherwise;

The advertiser and his representative secure Transfer and the channels represented by Transfer from any damage caused by the commercials or sponsoring belonging to the advertiser and his representative or from acting alien to these conditions and/or the agreement.

It will indemnify and keep Transfer and the channels indemnified against all actions, proceedings, costs, damages, expenses, penalties, claims, demands and liabilities arising from any breach of any obligations, representations or warranties given by the advertiser.

The advertiser and his representative ensure that the commercials or sponsoring as to be broadcasted by the channels represented by Transfer are spoken or subtitled in the language of the country or region of broadcast.

Transfer is granted to refuse commercials or sponsoring for broadcast at its own discretion and without reason.

Transfer has no guarantee concerning the exact moment and layout of broadcast of the commercials or sponsoring and is entitled to change the moment and layout of broadcast. Transfer is in no way responsible for any damage inflicted upon the advertiser or his representative caused by broadcasting or not broadcasting the commercials or sponsoring.

The advertiser and/or his representative should comply all the costs of the broadcast of the commercials or sponsoring as invoiced by Transfer within 60 days after the invoice date.

The budget, signed for on the order, will be invoiced at 100% when the media campaign is cancelled.

If Transfer should offer reductions, they are only valuable if the entire amount of the investment of commercials or sponsoring as written on the order is paid by the advertiser or his representative according to the terms.

These conditions and the agreement between the advertiser or his representative and Transfer (and its realization) are subject to the Belgian law. Any disagreement between Transfer and the advertiser or his representative will be submitted to the competent Belgian court.

If an electronic signature is used, the advertiser or his representative agree that this signature is considered generated by a secure signature creation device, is qualified as defined in the eIDAS Directive and is therefore equivalent to a handwritten signature. The advertiser or his representative guarantee that the usage of the signature is only possible by the one unique person that has been issued access to the Transfer Webservices ("YourTransfer") through the unique PIN code, is therefore uniquely linked to and is identifying the signatory. The advertiser or his representative guarantee that the creation and changes to the signature are under the sole control of the signatory.

Competition clash codes for cars/alcohol/perfume: Transfer ensures a maximum of 2 advertisers of the same competition code per break and they will be separated as much as possible. If possible, an effort will be made to make sure only 1 car or perfume advertiser is present in the break.

The primetime hours at Transfer are considered Monday – Friday between 18.00-25.00 and Saturday – Sunday between 10.00 – 24.00, unless demanded explicitly in writing and accepted by Transfer, at least within 15 days before the start of the campaign.

On TF1 the primetime hours are considered Monday – Sunday between 17.00-24.00 unless demanded explicitly in writing and accepted by Transfer, at least within 15 days before the start of the campaign.

Super Peak on TF1 is Friday – Sunday 20.00-23.00 unless demanded explicitly in writing and accepted by Transfer, at least within 15 days before the start of the campaign.

The Advertiser and his representative or any of their subsidiaries, affiliates, directors, officers, employees, consultants, agents and other representatives shall at all times comply with all applicable laws, regulation, governmental rules, guidelines and codes relating to bribery and corruption, including without limitation applicable Foreign Corrupt Practices Act legislation, US Securities and Exchange Commission legislation and OECD Convention legislation, and shall not, nor shall any person on its behalf, directly or indirectly offer or give (or agree to offer or give) any gift, benefit, entertainment or other consideration to any person which is intended to induce or encourage, or which has the effect of inducing or encouraging, to breach any duties or obligations of that person.

The Advertiser and his representative shall ensure that all persons acting on their behalf in connection with the Agreement do not, directly or indirectly, receive or agree to receive any gift, benefit, entertainment or other consideration from any person which is intended to induce or encourage, or which has the effect of inducing or encouraging, such person to breach any duties or obligations Advertiser owes to Licensee or (as the case may be) the person acting on the Advertiser's behalf owes to Advertiser.