

CANAL+ ADVERTISING NG

COMMERCIAL TERMS AND CONDITIONS

**ROK
CHANNELS**

NIGERIA
1/08/2020

CANAL+ ADVERTISING NG

COMMERCIAL TERMS AND CONDITIONS

The pricing and commercial conditions below, when not specified, apply to TV

1. RATE INCREASE

CITATIONS OF BRANDS

A citation is the visual and/or audible presence of brands, products or logos from other advertisers in the same advertisement.

The total length of the citation is strictly limited to 20% of the duration of the spot, to a maximum of five seconds.

Citation (unsubstantiated and no visual representation)

-1 citation: +15%

-2 or more citations (maximum 4): +30%

CO-BRANDING

Presence of two different products from the same advertiser, brand and sector in the same spot: no increase.

Presence of two different products from the same advertiser and brand but different sectors in the same spot: +10%.

Presence of two different products from the same advertiser but different brands in the same spot: +20%.

Presence of two different products from two different advertisers in the same spot: +30%.

PREFERENTIAL PLACEMENT WITHIN A SLOT

+15% for the first or last placement in the slot.

SECTOR EXCLUSIVITY

+50% to reserve sector exclusivity within a slot.

2. PRICE REDUCTIONS

COLLECTIVE ADVERTISING

- For any advertiser eligible for collective advertising: -20%

A campaign is considered collective if it aims to promote products or services by presenting them on an equal footing, without emphasizing one or more of the brands of the products or services in question.

Such campaigns are not eligible for other reductions (excluding agency commission).

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PUBLIC SERVICE ADVERTISING

Charities and humanitarian organizations: -50%

Government information campaigns: -30%

Such campaigns are not eligible for other reductions (excluding agency commission).

3. VOLUME DISCOUNTS 2020

The volume discount is applicable from the first invoiced Naira. It is deducted from the invoice in line with the relevant rate bands. The discount will be backdated to the first euro in the form of a credit note, and no cash payment will be offered.

FROM	TO	LEVEL
NGN 570 000	NGN 949 999	-5%
NGN 950 000	NGN 1 899 999	-10%
NGN 1 900 000	NGN 3 799 999	-15%
NGN 3 800 000	NGN 5 699 999	-20%
NGN 5 700 000	+	-25%

1. RATES PER FORMAT

Basic Rate = 30 sec

5 Sec	10sec	15sec	20sec	25sec	30sec
50%	60%	70%	80%	90%	100%
35sec	40sec	45sec	50sec	55sec	60sec
116.67%	133.33%	150%	166.67%	183.33%	200%

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TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale apply to all advertising orders accepted by **CANAL+ ADVERTISING NG** for broadcast through the various media platforms on which it sells space.

1. DEFINITION

ADVERTISER

Any company placing, or upon whose behalf is placed, an advertising order for the media Platforms represented by **CANAL+ ADVERTISING NG**.

All companies belonging to a single group that is majority-owned by the same natural or legal Person and which comprise, with said group, a single economic unit. The Advertiser must contact **CANAL+ ADVERTISING NG** by recorded delivery letter to confirm that it belongs to a group. The group conditions will apply from the date on which the letter is received. They can under no circumstances be applied retroactively.

AGENCY

Any company (advertising or media agency) commissioned by an Advertiser to purchase Advertising space from **CANAL+ ADVERTISING NG**.

ADVERTISING ORDER

Any purchase order by an Advertiser or its Agency for the broadcast of an advertisement, Sponsorship or any other form of product or brand visibility based on the booking requests made by the Advertiser and accepted by **CANAL+ ADVERTISING NG**, taking into account the availability in its schedule.

2. SCOPE

These Terms and Conditions apply to all offers, orders, purchases and other transactions related to traditional advertising, sponsorship or any other form of brand or product visibility. Only the Terms and Conditions in effect at the time the transaction is completed are applicable.

In the absence of negotiation and mutual agreement on the following point, by doing business with **CANAL+ ADVERTISING NG**, the Advertiser automatically accepts these Terms and Conditions and renounces any of its own, which will in no case be binding on **CANAL+ ADVERTISING NG**. In the event that the Client's Terms and Conditions contain a clause similar to this one, the present Terms and Conditions will prevail.

The present Terms and Conditions will remain applicable to all interactions between **CANAL+ ADVERTISING NG** and the Advertiser, until the latter is advised of any changes thereto.

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3. EXCLUSIVE SALES RIGHTS

Only **CANAL+ ADVERTISING NG** and its network of sales representatives are authorized to solicit clients and sell advertising space on their media platforms.

4. PURCHASE OF TV AIRTIME

CLASSICAL AIRTIME: SPOTS

Enables the Advertiser or its Agency to reserve spots in its preferred programming context, subject to availability in the schedule.

CLASSICAL AIRTIME: PACKAGES

CANAL+ ADVERTISING NG schedules the spots in accordance with the offer description in the platform rate for the period in question.

SPONSORSHIP

CANAL+ ADVERTISING NG determines the nature of all sponsorship offers. The content of the offer will be fully described and generally comprises billboards and the appearance of the brand and/or product in promotional materials for the sponsored programs.

5. CAMPAIGN

A campaign comprises all communications from an Advertiser about a given product between 1 January and 31 December. A campaign may involve one or several phases of communication during this one-year period.

6. CAMPAIGN ALTERATIONS

Campaigns may be altered within the dates initially agreed upon, provided there is sufficient availability in the schedule and the budget remains at an equivalent level (e.g. changes to advertisement format, moving advertisements to different slots). Changes can be made no later than eight days prior to broadcast.

7. RATES

Unless **CANAL+ ADVERTISING NG** expressly stipulates any changes in writing, all rates are as set forth in the purchase order signed by the Advertiser or its Agency.

CANAL+ ADVERTISING NG reserves the right to change its rates. Any changes will be notified at least 14 days prior to their introduction. In this case, the Advertiser may reschedule its bookings to other slots, provided there is sufficient availability in the schedule and the budget remains at an equivalent level. **CANAL+ ADVERTISING NG** shall send the Advertiser or its Agency a new advertising order.

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8. BROADCASTING

The broadcasting dates and times are indicative only and cannot be guaranteed by **CANAL+ ADVERTISING NG**, since the media platforms reserve the right to amend the order in which programs are broadcast due to technical reasons, current events, force majeure or scheduling or editorial expediency; the Advertiser may not claim compensation if any changes are made.

CANAL+ ADVERTISING NG undertakes to inform the Advertiser of the date and time of broadcast of each of its advertisements and sponsorship messages, accompanied – at the Advertiser's request – by proof of broadcast, subject to availability.

In the event that an advertisement is not broadcast on a given platform on the agreed date, it may – with Advertiser's agreement – be aired at a later date for the price agreed in the advertising order.

9. ORDER CANCELLATION

All cancellations must be addressed in writing to **CANAL+ ADVERTISING NG** by the Advertiser or its Agency a minimum of 14 days prior to the first scheduled broadcast.

A penalty equal to 50% of the amount (excluding tax) cancelled by the Advertiser will be automatically applied for any cancellations made less than 14 days prior to the first scheduled broadcast, except in case of force majeure.

10. ADVERTISEMENT COMPLIANCE

The Advertiser undertakes to provide **CANAL+ ADVERTISING NG** with advertisements that comply with applicable regulations. **CANAL+ ADVERTISING NG** reserves the right to refuse to implement or to suspend any advertising orders if it deems that the advertisements do not comply with the laws, regulations and standards governing advertising and audio-visual communication.

CANAL+ ADVERTISING NG is entitled to ask the Advertiser or its Agency for any documents required to prove that the advertisements comply with the laws, regulations and standards governing advertising and audio-visual communication. The Advertiser or its Agency undertakes to provide these documents as quickly as possible.

11. MATERIALS

All advertisements (in the form of digital files or tapes) must be sent to **CANAL+ ADVERTISING NG**.

CANAL+ ADVERTISING NG will not be held responsible for any loss or damage to these materials.

Regarding all technical materials and requirements, please refer to the document below for each media. In the event that the materials arrive late or in a manner that does not comply with the requirements set forth in these Terms and Conditions of Sale, resulting in the advertisement not being broadcast, the Advertiser shall owe **CANAL+ ADVERTISING NG** the full price of

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the scheduled advertisement.

In the event that – due to technical or legal reasons, the programming context, the broadcast time etc. – the advertisement is not appropriate for broadcast and the Advertiser cannot provide new materials within the required time frame, the Advertiser shall owe the full price that would have been paid if the advertisement had been broadcast.

Any complaints regarding the scheduling and/or the broadcast and/or the technical quality of an advertisement must be made, under penalty of forfeiture, within three days of the advertisement being broadcast. In the event that the Advertiser, its Agency or the company in charge of production wish, with the agreement of **CANAL+ ADVERTISING NG**, to make any technical modifications to the broadcast advertisement, the cost of said modifications will be entirely met by the party requesting the modification.

In order to ensure the best possible broadcast quality, **CANAL+ ADVERTISING NG** may, if necessary, request new technical materials during the course of the campaign.

The campaign materials for broadcast may be destroyed at the initiative of **CANAL+ ADVERTISING NG** after a period of one year from the final campaign broadcast date.

12. LIABILITY

All advertisements are broadcast under the sole liability of the Advertiser, who declares that it understands and adheres to the laws, regulations and standards governing advertising and audio-visual communication.

The Advertiser is responsible for obtaining and paying for all rights and authorizations required to implement its advertising orders. The Advertiser, its Agency and the company in charge of production for the advertisement jointly and severally indemnify and hold harmless **CANAL+ ADVERTISING NG** and the publisher against any claims or legal proceedings, particularly on the part of writers, producers, directors, composers, performers and any other natural or legal persons who believe they have been damaged by the advertisement being broadcast.

Notwithstanding the present article, **CANAL+ ADVERTISING NG** reserves the right to apply the provisions of article 9 above.

CANAL+ ADVERTISING NG shall not be held liable for any damages suffered by the Advertiser as a result of events out of its control, including war, riots, strikes, fire, explosions, floods, cyclones, earthquakes, sabotage, computer viruses and IT system failures, that may compromise the delivery of its services.

13. INVOICING

Advertisements will be invoiced monthly in accordance with the instructions provided by the Advertiser or its Agency.

The invoice will indicate the dates on which the advertisements were broadcast and the prices excluding tax: any taxes and fees relating to the advertising order at the time of broadcast are

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the responsibility of the Advertiser.

In the absence of any other contractual provisions, invoices are payable no later than 30 days from the date of invoice on the 10th of the following month.

14. PAYMENT TERMS

CANAL+ ADVERTISING NG reserves the right to request advance payment 14 days prior to the first broadcast, or a bank guarantee.

For any payments made after the deadline of 30 days from the date of invoice on the 10th of the following month, **CANAL+ ADVERTISING NG** will automatically and without prior notice charge interest for late payment calculated at a rate of 10% (or three times the legal interest rate, whichever is higher). This rate will apply to the full sum outstanding after the deadline of 30 days from the date of invoice on the 10th of the following month.

In the event of non-compliance with the payment terms for invoices issued by **CANAL+ ADVERTISING NG** to the Advertiser or its Agency, **CANAL+ ADVERTISING NG** reserves the right to refuse the Advertiser all or part of its commercial terms and conditions, to suspend any year-end rebates and rebates on invoices, and to cancel any current orders, without prior warning or compensation; the Advertiser shall pay the amounts due for the advertisements broadcast up until the date on which the current orders were cancelled, based on the invoices issued by **CANAL+ ADVERTISING NG**.

15. COMPLAINTS

Any complaints regarding the failure to broadcast an advertisement or non-compliant broadcasting of an advertisement must reach **CANAL+ ADVERTISING NG** by recorded delivery no later than ten working days after the date of broadcast; no complaints will be accepted after this period.

16. CONFIDENTIALITY

The services and commercial terms and conditions offered to the Advertiser by **CANAL+ ADVERTISING NG**, whether the former is acting alone or through an Agency, are strictly confidential and may not be disclosed to third parties. Should the Advertiser or its Agency fail to comply with these provisions, the aforementioned services and conditions will be cancelled and **CANAL+ ADVERTISING NG** will invoice the Advertiser for the services and conditions already provided.

17. APPLICABLE LAW AND JURISDICTION

These Terms and Conditions are governed by, construed and enforced in accordance with Nigerian law. Any disputes or litigation arising from the interpretation and/or enforcement of these Terms and Conditions fall within the jurisdiction of the courts of Lagos, including any related cases and claims from third parties or multiple defendants.

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TECHNICAL REQUIREMENTS

TELEVISION

For all the channels, all technical materials must arrive at **CANAL+ ADVERTISING NG** no later than six working days before the first broadcast. They must preferably be sent in digital file form in accordance with the Technical Reference: CSTRT- 017-TV-V3.0.

CANAL+ ADVERTISING NG shall not be held responsible for any broadcasting mistakes providing the above delivery time is not taken into consideration.

Video specifications

- PAL Resolution: HD = 1920 x 1080 pixels
- Wrapper: Quicktime (Qt) or MXF
- Codec: Apple Prores LT (or 422)
Or DN x HD 120 (minimum)
Or XDcam HD 50
- Framerate: 25 images/sec (format 25P or 50i ok)

Audio specifications:

- 2 stereo tracks (or more)
- Non compressed PCM
- 16 or 24 bits, 44,1 ou 48 Khz
- R128 processing (if possible)

In the event of a delivery by internet, the following format remains acceptable: Please use the resolution criteria below:

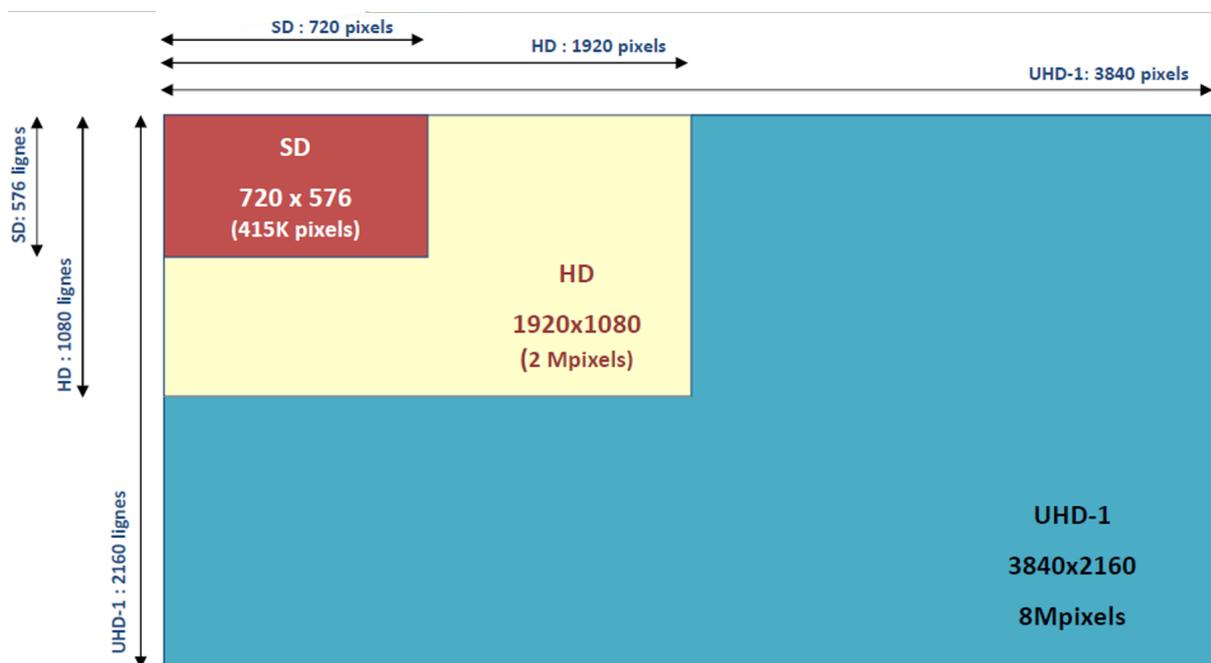
- The format of compression at the least:
Codec video H264 at 8 Mbps (or more), stereo audio AAC-LC at 384 kbps

Security zone

Each Purchaser (Advertiser or its Agency) must supply **CANAL+ ADVERTISING NG** a commercial in accordance with the specifications below. **CANAL+ ADVERTISING NG** does not conduct any checking regarding the security zone and 4/3 compatible zone. Consequently **CANAL+ ADVERTISING NG** shall not be held responsible for the integrity of the message or film delivered by the Advertiser or its Agency.

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READY TO BROADCAST : VIDEO



PICTURE RESTITUTION 4/3 LETTERBOX ON A 16/9 TV :

Do not deliver programmes in 4/3 with pictures > 1,33:1

