AMAURY MEDIA go beyond your limits

GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2025

1STJANUARY-31 DECEMBER 2025 ADDENDUM TO 1ST OCTOBER 2024 L'ÉQUIPE

CONTENTS

EDITORIAL OFFERS F

AMAURY MEDIA'S COMMERCIAL OFFERS P.11

PURCHASING METHODS P.17

PRICING CONDITIONS P.24

COMMERCIAL CONDITIONS P.29

GENERAL CONDITIONS OF SALE P.33

CONTACTS P.55





NO. 1 FREE SPORTS CHANNEL IN FRANCE

la chaine **L'ÉQUIPE**

6M

VIEWERS PER DAY

36

DIFFERENT SPORTS

1,400

HOURS OF LIVE COVERAGE PER SEASON

MOTOR RACING 24H DU MANS





JUDO Paris Grand Slam

VOLLEYBALL EUROPEAN CHAMPIONSHIP



4+ VIEWERS ON AVERAGE FOR TH



4+ VIEWERS ON AVERAG 30/10/23



4+ VIEWERS ON AVERAGE



742K 4+ VIEWERS ON AVERAGE 04/02/24



4+ VIEWERS ON AVERAGE 11/09/23

MORE ATTRACTIVE THAN NEWS CHANNELS

la chaine *L'ÉQUIPE*

3.0% AUDIENCE MEN 25-49

2.0% AUDIENCE 25-49

2.2% AUDIENCE 25-49 AB+

ST CHANNEL SPORTS-NEWS

FOR PRIME TIME FROM 5.30PM TO MIDNIGHT

ND MOST POPULAR CHANNEL FOR SPORTS-NEWS

THROUGHOUT THE DAY



4 LIVE TALK SHOWS

la chaine **L'ÉQUIPE**









4.7% AUDIENCE

M25-49 M-F 4.15PM TO 6.15PM 3.1% AUDIENCE

H25-49 M-F 6.20PM TO 9PM

4.7% AUDIENCE

M15-34
M-F + SUN 11PM TO 1AM

THE PROGRAMME FOR FOOTBALL FANS

SUN 9PM TO 11PM

RECURRING RIGHTS

la chaine **L'ÉQUIPE**





































UNDER-20 SIX NATIONS













AMAURYMEDIA T&CS TV 2025

THE HOME OF ALL SPORTS

la chaine **L'ÉQUIPE**









WORLD











FIVE















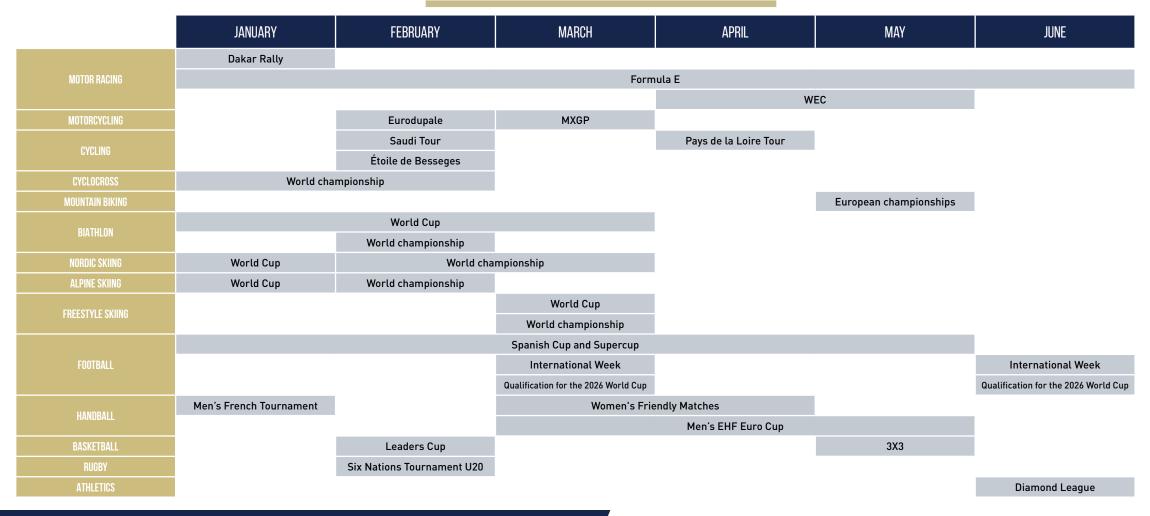








SPORTS EVENTS IN THE FIRST HALF OF 2025



AMAURYMEDIA T&CS TV 2025 Subject to programming changes

JOURNAL DU GOLF TV: NOW AVAILABLE FOR ALL OPERATORS















ALL THE LATEST NEWS ON TOURNAMENTS, PLAYERS, ADVICE ON EQUIPMENT, PLAYING TECHNIQUES AND THE BEST GOLFING DESTINATIONS

DISCOVERY OFFER

2 WEEKS OF ADVERTISING

10 X 20-SECOND ADVERTS

€2,800 NET NET EXCL. TAX



THE 3-STAR OFFER THE POWER OF THE L'ÉQUIPE BRAND

2 WEEKS OF ADVERTISING

43.1 M

FRENCH PEOPLE ON OUR PLATFORMS EVERY MONTH



le journal *L'ÉQUIPE*

3 SECTION BANNERS



la chaine **L'ÉQUIPE**

70 X 20-SECOND ADVERTS



le site L'EQUIPE

DESKTOP BRANDING: 2 MILLION IMPRESSIONS

l'appli *L'ÉQUIPE*

INTERSTITIAL: 2 MILLION IMPRESSIONS

MULTI-DEVICE
IN-READ:
1 MILLION IMPRESSIONS

9.3 MILLION

CONTACTS WITH MEN AGED 25-49

€120,000

NET NET EXCL. VAT

Audience source for the L'Équipe brand: Médiamétrie Cross Médias 2022 V4, Complete target.

START & PLAY THE BEST VISIBILITY ON THE 4 L'ÉQUIPE SCREENS



la chaine **L'ÉQUIPE**

34 3 M VIEWERS PER MONTH







le site *L'EQUIPE* l'appli *L'EQUIPE*

30 M VIDEO VIEWS PER MONTH

2 WEEKS OF ADVERTISING



40 X 20-SECOND ADVERTS PER DAY



ESPACE TV L'ÉQUIPE WEBSITE AND APPS

500,000 PRE-ROLL IMPRESSIONS WHEN OPENED

2.5 MILLION

CONTACTS WITH MEN AGED 25-49

CPM € 18

20-SECOND NET BASE

The programming of the START & PLAY offer will be entrusted to Amaury Media subject to schedule availability

EXPERTISE OFFER EVERY DAY, 6 HOURS OF LIVE COVERAGE WITH OUR LEADING JOURNALISTS



4.10 - 6.20PM

AFFINITY **126** WITH MEN AGED 25-49



6.20 - 9.05PM

AFFINITY **151** WITH MEN AGED 25-49



11PM - 1AM

AFFINITY 177 WITH MEN AGED 25-49

2 WEEKS OF ADVERTISING



la chaine **L'ÉQUIPE**

60 X 20-SECOND ADVERTS
(2 ADVERTS PER PROGRAMME, MONDAY TO FRIDAY)
100% OF ADVERTS IN PREFERENTIAL
SPACES A/B/C/X/Y/Z



ESPACE TV L'ÉQUIPE WEBSITE AND APPS

400,000 IMPRESSIONS PRE-ROLL FOR LIVE AND REPLAY PROGRAMMES 2.8 MILLION

CONTACTS WITH MEN AGED 25-49

€45,000

NET NET EXCL.
VAT 20-SECOND BASE

FRONT ROW OFFER AT THE BEST TIME DURING THE EVENT

THE MOST IMPACTFUL MOMENT

Maximum **one minute** space for 2 advertisers A maximum of one 30-second advert per advertiser

POSITION DEPENDING ON THE EVENT:

- Football: shown between the anthems and the kick-off
- Cycling: shown 20 minutes before the race finish
- Motor racing: shown just before the race (e.g.: 24H du Mans)
- Sailing: shown before the start of the races

CLASSIC SPOT BY SPOT PURCHASING

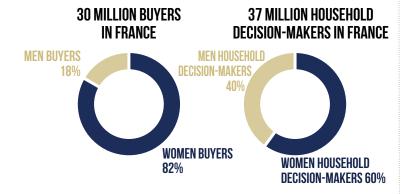
The programming of the campaign will be carried out by Amaury Media according to schedule availability.

Specific pricing per event: contact Amaury Media.



HOUSEHOLD DECISION-MAKER OFFER REACH INDIVIDUALS AGED 25-49 INVOLVED IN HOUSEHOLD PURCHASES

The household decision-maker (individual involved in household purchases): a better representation of purchasing behaviour.



2 WEEKS OF ADVERTISING

la chaine *L'ÉQUIPE*

80 X 20-SECOND ADS OFFER RESERVED FOR THE FOOD SECTOR (EXCLUDING RETAIL SECTOR)

60% OF BUYERS DURING PRIME TIME (5.30PM - 0.30AM) 60% OF BUYERS IN PREFERENTIAL SPACES (ABYZ) 60% OF BUYERS FROM WEDNESDAY TO SATURDAY

POST-TESTING AVAILABLE ON REQUEST

25 GRP

FOR THE 25-49 HOUSEHOLD DECISION-MAKER TARGET

€40,00020-SECOND NET BASE

The Household Decision-Maker offer is valid outside major events. The amount of the Household Decision-Maker offer, expressed as net net excluding VAT [20-second base], cannot be combined with any other Amaury Media commercial offer. Annual agreements do not apply to the Household Decision-Maker offer.

The Household Decision-Maker plan includes LA CHAINE L'ÉQUIPE [20-second base - Reference and Agent discounts included for a net investment of €40,000 excluding VAT [20-second base]. For any other format, the net net price excluding VAT of the offer will be revised according to the 2025 duration schedule published in the "Pricing Conditions" section of this document. The programming of the Household Decision-Maker offer will be entrusted to Amaury Media subject to schedule availability.



CLASSIC PURCHASING"SPOT BY SPOT"

"SPOT BY SPOT" purchasing allows the advertiser or their agent to build tailored advertising campaigns, by choosing individual adverts from LA CHAINE L'ÉQUIPE's commercial breaks, with no guarantee of GRP cost.

This purchasing method allows you to guarantee a number of adverts and advertising density (days and time slots) over the campaign period*.

The media schedule is the responsibility of the advertiser or its agent. Amaury Media will reserve the advertising space requested, respecting the number of adverts at $\pm 5\%$ *.

Amaury Media's revised schedule will be subject to approval by the advertiser or its agent within 48 working hours following receipt of the brief; after 48 hours, and in the event of non-validation, the advertising space will be made available to Amaury Media.

For some competitions and events, the sale will only be "spot by spot". (Examples: Ballon d'Or, 24h du Mans, UEFA finals)



CLASSIC PURCHASING METHODS FLEX

"FLEX" is a purchasing method that allows the advertiser or its agent to buy a volume of adverts up to 10 days before the start of the campaign.

This method allows the advertiser or its agent to define the days and times of the campaign, without any guarantee of GRP cost.

The media scheduling of the "FLEX" campaigns will be entrusted to Amaury Media subject to schedule availability.*



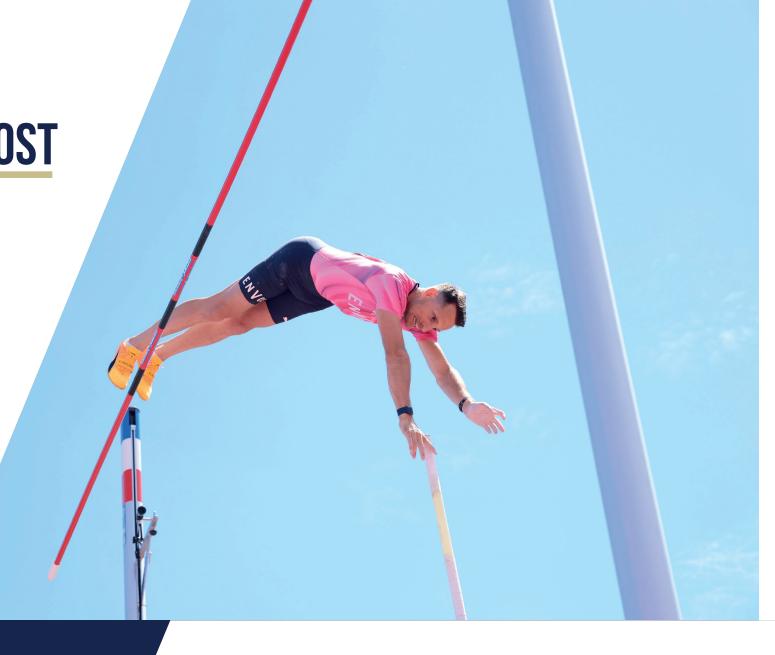
CLASSIC PURCHASING
GUARANTEED NET GRP COST

"GUARANTEED NET GRP COST" purchasing allows advertisers or their agents to control the GRP cost of their target in a qualitative context: sports.

Campaign scheduling is carried out by Amaury Media based on the advertiser's or agent's brief.

Purchasing at "GUARANTEED NET GRP COST" is subject to the pricing and commercial terms and conditions defined on page 21.

All three purchasing methods (Guaranteed net GRP cost, spot by spot and Flex) can be combined for the same campaign, and will be the subject of three separate insertion orders.



AMAURYMEDIA T&CS TV 2025 PURCHASING METHODS 20

CLASSIC PURCHASING GUARANTEED NET GRP COST

19 ELIGIBLE MALE AND UNISEX TARGETS

All 25-49	All 35-59	Men 35-59
All 25- 49 Household Decision-Maker	Men 15-34	Men > 50
All 25-34	Men 25-34	IAB+
All 15-49	Men 15-49	AB+ Men 25-49
All 15-59	Men 25-49	Buyer under 60
All 25-59	Men 25-59	
All 35-49	Men 35-49	

€ 30,000 NET NET EXCL. VAT MINIMUM (BASED ON 20 SECONDS) OVER A MINIMUM OF 14 CONSECUTIVE DAYS OF ADVERTISING 50% MAXIMUM DENSITY BETWEEN 5.30PM AND 0.30AM

Without programme context constraints.

YOUR CAMPAIGN SCHEDULING **WILL BE CARRIED OUT BY AMAURY MEDIA**

The 20-second base GRP cost is defined jointly between the advertiser or its agent and Amaury Media.

REFERENCE FOR THE CALCULATION OF **GUARANTEED GRP NET COSTS**

This is the bimonthly media planning file from Médiamétrie. The GRP net cost will be applicable at the time of scheduling according to the SNPTV calendar available on page 25.



SPONSORSHIP PURCHASING FOR PROGRAMMES

SPONSORSHIP OF LA CHAINE L'EQUIPE PROGRAMMES AND EVENTS

Special pricing applies to these sponsorship operations.

• 2 or 3 partners depending on the offer.

• 6 or 8-second billboards at the start, during breaks and at the end of each programme depending on the event or programme.

• 6 or 8 seconds in programme trailers depending on the event or programme.

• On certain live sports broadcasts: possible 5" logo inserts.

Contact Amaury Media.



AMAURYMEDIA T&CS TV 2025 PURCHASING METHODS 22

SPONSORSHIP PURCHASING FOR SHORT PROGRAMMES

A short programme of 50 seconds $+ 1 \times 6$ -second billboard before and after the credits of each short programme.

Special pricing applies to these sponsorship operations.



Minimum of 10 shorts Introduction to the categories, teams and runners.



Portraits of the nominees in all categories ahead of the announcement of the Ballon d'Or winners in autumn 2025.

Other short programmes: contact Amaury Media.





PRICING AND AUDIENCE MEASUREMENTS

LA CHAINE L'ÉQUIPE's price list is available on the Amaury Media website www.amaurymedia.fr.

The rates are expressed gross before VAT for 20 seconds and may be reviewed during the year.

The reference for LA CHAINE L'EQUIPE GRP calculations will be Médiamétrie's bimonthly mediaplanning file applicable at the time of scheduling according to the SNPTV calendar here. Advertising campaigns programmed in a standard space on LA CHAINE L'ÉQUIPE may not be subject to requests for compensation calculated on the basis of daily audience results.

TWO-MONTH REFERENCE PERIOD FOR GRP CALCULATIONS	AUDIENCE APPLICATION SCHEDULE
September - October 2024	1 st December 2024 - 31 January 2025
November - December 2024	1st February 2025 - 31 March 2025
January - February 2025	1 st April 2025 - 31 May 2025
March - April 2025	1 st June 2025 - 31 August 2025
May - June 2025	1 st September 2025 - 30 November 2025

AMAURYMEDIA T&CS TV 2025 PRICING CONDITIONS

DURATION SCHEDULE

The prices published in the commercial break tables are expressed according to a 20-second base.

To determine the rate for the format, the index corresponding to the duration of the advert should be applied to the gross rate based on 20 seconds, according to the scale below.

The minimum accepted format is 3 seconds. For any format longer than 60 seconds, contact Amaury Media.

Duration in seconds	Indices	
3"	37	
4"	41	
5"	46	
6"	52	
7"	57	
8''	60	
9''	63	
10"	66	
11"	69	
12"	73	

Duration in seconds	Indices	
13''	78	
14''	82	
15''	86	
16''	88	
17''	92	
18"	95	
19''	96	
20"	100	
21"	101	
22''	102	

Duration in seconds	Indices	
23''	103	
24"	104	
25''	105	
26"	106	
27"	107	
28"	108	
29''	109	
30"	110	
31"	130	
32''	135	

Duration in seconds	Indices	
33"	140	
34"	148	
35"	156	
36"	162	
37"	168	
38"	174	
39"	180	
40"	186	
41"	191	
42"	196	

Duration in seconds	Indices
43''	201
44"	206
45''	211
46"	216
47"	221
48''	226
49''	231
50''	238
51"	243
52''	248

Duration in seconds	Indices	
53''	253	
54"	261	
55''	267	
56"	273	
57"	279	
58"	285	
59"	291	
60"	300	

AMAURYMEDIA T&CS TV 2025

PRICING CONDITIONS

PRICING MODULATION

1/ PREFERENTIAL SPACES

A surcharge is applied to messages with quaranteed spaces within A/B/C/X/Y/Z:

- EP A/Z First or last position +25%
- EP B/Y
 Second or penultimate position +20%
- EP C/X
 Third or third-to-last position +15%

The position is not guaranteed individually: the advert may be randomly broadcast according to airing constraints. A post-broadcast report will be sent on request by Amaury Media, to check the actual broadcast positions of the spots.

2/ PRESENCE OR MENTION OF MULTIPLE BRANDS AND/OR MULTIPLE PRODUCTS

A surcharge is applied for any standard campaign or sponsorship:

- for a presence or mention in the same message of several products by the same advertiser +20%
- for a second sector code or more +15%
- for a presence or mention in the same message of brands, products, or logos of other advertisers:
 - with a duration of between 3 and 10 seconds +30%
 - with a duration of more than 10 seconds +40%

3/ SPECIAL OPERATIONS OR SCREEN BRANDING

+30%

Special Operations or Screen Branding must be approved by Amaury Media in advance.

4/ SECTOR EXCLUSIVITY

+50%

A surcharge is applied for any campaign for which the advertiser wishes to have Sector Exclusivity on one or more commercial breaks. Requests for sector exclusivity are subject to acceptance by Amaury Media.

AMAURYMEDIA T&CS TV 2025 PRICING CONDITIONS

PRICE REDUCTIONS

1/ COLLECTIVE CAMPAIGNS -25%

An advertising campaign for a professional body, a charity, or a collective brand, excluding advertising for trademarks, constitutes a "Collective" campaign. A request for prior approval must be submitted to Amaury Media, which checks whether it meets the criteria for "Collective Advertising".

2/ GOVERNMENT AND PUBLIC INTEREST CAMPAIGNS -40%

Campaigns that have been approved by the Government Information Service benefit from this reduction. The advertisers concerned must send the Government Information Service approval to the following address: adv-sports@amaurymedia.fr

3/ SPONSORSHIP CAMPAIGNS -40%

In order to benefit from the Sponsorship reduction, the Advertiser and Amaury Media must sign an agreement before the start of the campaign. This agreement is available on request at the following address: <a href="mailto:adv-sports@adv-sport

4/ SPORTS PARTNER CAMPAIGNS -40%

A "Sport Partner" campaign is a campaign corresponding to the following TV nomenclature sector codes: Sports clubs and charities (20050101) - Sports equipment (32030101). Partner advertisers of sporting events are eligible for this reduction only for their campaigns promoting sports. A request for prior approval must be submitted to Amaury Media, which checks, on review of the file, whether it meets the criteria for "Sport Partner Campaigns".

5/ CINEMA CAMPAIGNS

A "CINEMA" campaign is a campaign corresponding to the following TV nomenclature sector codes: Cinema films, excluding children's animation films, without guarantee of exclusivity (33010603) / Children's animation films, without guarantee of exclusivity (33010604). This campaign benefits from an overall rate depending on the film's budget:

FILM BUDGET > OR = 7M€ = -65%, FILM BUDGET < 7 M€ = -70%

The above price reductions (1 to 5) apply to the "Gross Revenue plus or minus price modulations" and cannot be combined.

Price reductions 1 to 5 are net of all other discounts except for the "Reference Discount" and the "Agent Discount".

AMAURYMEDIA T&CS TV 2025 PRICING CONDITIONS



CLASSIC COMMERCIAL CONDITIONS

A- VOLUME DISCOUNT

Any advertiser present on the LA CHAINE L'ÉQUIPE channel in 2025 is eligible for the "Volume Discount" below for a minimum "Gross Revenue plus or minus price modulations" amount of €170,000 (excluding free items, exchanges, and price reductions). This discount applies from the 1st euro invested from 1st January to 31st December 2025, on invoice and based on various thresholds, or is subject to an adjustment credit note.

Amount of "Gross Revenue" for LA CHAINE L' ÉQUIPE	Discount rate applicable on "Gross Revenue" turnover	Amount of "Gross Revenue" for LA CHAINE L' ÉQUIPE	Discount rate applicable on "Gross Revenue" turnover
€170,000	-4%	€1,880,000	-14%
€350,000	-6%	€2,160,000	-15%
€520,000	-8%	€2,800,000	-16%
€650,000	-10%	€3,380,000	-17%
€770,000	-11%	€4,040,000	-18%
€1,170,000	-12%	€4,840,000	-19%
€1,500,000	-13%	€5,470,000	-20%

B - REFERENCE DISCOUNT - 15%

Any advertiser present on LA CHAINE L'ÉQUIPE in 2025 qualifies for the "Reference Discount". This discount applies to the Net amount after deduction of discounts and after application of the "Agent Discount".

C - AGENT DISCOUNT -3%

Any advertiser present on LA CHAINE L'ÉQUIPE in 2025 having entrusted the purchase of its advertising spaces to an agent holding at least one mandate, qualifies for this "Agent Discount". It applies to the Net amount after application of the "Reference Discount".

AMAURYMEDIA T&CS TV 2025 COMMERCIAL CONDITIONS

SPONSORSHIP COMMERCIAL CONDITIONS

A - REFERENCE DISCOUNT -15%

Any advertiser present on LA CHAINE L'ÉQUIPE in 2025 qualifies for the "Reference Discount".

This discount applies to the Net amount after deduction of discounts and before deduction of the "Agent Discount".

B - AGENT DISCOUNT -3%

Any advertiser present on LA CHAINE L'ÉQUIPE in 2025 having entrusted the purchase of its advertising spaces to an agent holding at least one mandate, qualifies for this "Agent Discount". It applies to the Net amount after application of the "Reference Discount".



AMAURYMEDIA T&CS TV 2025 COMMERCIAL CONDITIONS 31

TURNOVER SUCCESSION

GROSS PRICE

(after application of the format index on the 20-second gross price)

Modulations

Preferential spaces

Presence or mention of multiple brands and/or multiple products Special operations or screen branding, Sector Exclusivity These discounts apply successively

GROSS PAYING PRICE

Reductions

Collective Campaigns - Governmental and General Interest Campaigns - Sponsorship Campaigns - Sports Partner Campaigns - Cinema Campaigns Reductions cannot be combined

Volume discount

NET PRICE BEFORE REFERENCE DISCOUNT
Reference Discount

NET PRICE AFTER REFERENCE DISCOUNT Agent Discount

NET NET PRICE





GENERAL CONDITIONS OF SALE

The Commercial and Pricing Conditions and these General Terms and Conditions of sale are applicable to any advertising order received by Amaury Media to be broadcast on LA CHAINE L'ÉQUIPE and/or LE JOURNAL DU GOLF TV (owned by the Amaury Group) hereafter referred to as "the Channels" on or after 1st January 2025. The Channels' Advertising Spaces are sold by Amaury Media, the exclusive advertising service provider of the Channels.

Any advertising order subscription implies for the advertiser and its agent the unconditional acceptance of the following Commercial Conditions and General Conditions of Sale for 2025 and the practices governing advertising and audiovisual communication.

Amaury Media is a simplified joint-stock company (*société par action simplifiée*) with a share capital of 3,000,000 Euros of which the registered office is at 40 - 42 Quai du Point du Jour - 92 100 Boulogne-Billancourt, registered in the Nanterre Trade and Companies Register under number 824 295 091, represented by Mr. Kevin BENHARRATS in his capacity as Managing Director.

1 - GENERAL PROVISIONS

1.1 - DEFINITIONS

"Advertiser" means any person or entity that purchases or has purchased advertising space from Amaury Media.

"T&Cs" refers to General Terms and Conditions of Sale.

"Client" refers to an Advertiser or an Agent.

"Personal Data" means any information relating to a Person Concerned.

"Person concerned" means any natural person who can be identified, directly or indirectly, in particular by reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, economic or social identity.

"Advertising Space" means any space reserved for advertising on the Channels.

"Agent" means any legal entity or natural person acting on behalf of an Advertiser under a written agency agreement for the purchase of advertising space. For all of these General Terms and Conditions of Sale, only a legal entity registered in the Trade and Companies Register with an activity code of 744B or 741G may be considered as an Agent.

"Advertising" or "Advertisement" means any message inserted in an Advertising Space with a view to directly or indirectly promoting the supply of goods and/ or services, including those presented under their generic name or which

GENERAL CONDITIONS OF SALE

promote an undertaking, whether public or private, commercial or not, as well as general interest messages of a non-advertising nature broadcast in the context of campaigns by charitable organisations or information campaigns by administrations.

"Media" refers to all publications that are printed and/or accessible on television or digital media (fixed and/or mobile internet, tablet, applications) in which advertising will be broadcast and for which Amaury Media is the advertising service provider. The list of media is available at the website www.amaurymedia.fr.

1.2 - ADVERTISER AND AGENT

An Advertiser may purchase its Advertising Space either directly from Amaury Media or in writing through a duly authorised Agent (branch or central office).

Companies entered in the trade and companies register, non-profit organisations, administrations, and public and semi-public institutions advertising their brands, trade names, services, or products are considered Advertisers.

In order to be considered as belonging to a group of companies comprising several Advertisers, an Advertiser must expressly meet the following cumulative criteria:

- The majority of its capital is held by the parent company, with all the Advertisers identifying with this group meeting the same criterion,
- They must justify within the group a unique identity performing media purchasing functions,
- The consolidation must be in effect as of 1st January 2025.

Agents acting in the name and on behalf of Advertisers must provide proof of their status by submitting proof of mandate to Amaury Media. They undertake to inform Amaury Media of the terms of the agency agreement likely to have an effect on the performance of Amaury Media's services (duration, scope, media, products, etc. of the mandate).

Amaury Media recommends that the agent certificate be uploaded using the **mymandat.edipub.org** platform, a collaborative platform for the management of secure, multi-media agent certificates implemented by EDIPub.

If the mandate is modified or terminated during the year, the Advertiser shall inform Amaury Media by registered letter with acknowledgement of receipt and shall remain bound by the commitments made by its Agent.

GENERAL CONDITIONS OF SALE

1.3 - APPLICATION OF THE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (T&Cs) define the terms and conditions of sale by Amaury Media to the Advertiser and its Agent, if any, for the purchase of Advertising Space on the Channels.

Any subscription to an advertising order implies full acceptance of the rates and these T&Cs. The contract between the Advertiser, its Agent, if any, and Amaury Media consists of these T&Cs, the advertising order, the technical specifications and any special conditions attached to specific offers, as well as the rates, which form an indissociable and indivisible whole.

Any provision of the advertising order and/or of the special terms and conditions which contradict these T&Cs will prevail over these general terms and conditions of sale. In the event of a contradiction between these general terms and conditions of sale and the general terms and conditions of purchase of the Advertiser and its possible Agent, these terms and conditions shall prevail, notwithstanding any clause to the contrary, which the Advertiser and its possible Agent expressly acknowledge and accept.

Amaury Media reserves the right to modify its terms and conditions of sale, its gross prices before tax (based on 20 seconds) and its General Terms and Conditions of Sale at any time, in particular in order to comply with changes in

legislation, subject to informing the Advertisers or their Agents fourteen (14) business days before the effective date. These modifications shall be posted on the website <u>amaurymedia.fr</u>

Sales are made directly to the Advertiser or through its Agent under an agency contract. The obligations entered into by Amaury Media on the occasion of an advertising order can only be entered into with respect to an Advertiser. As a result, Amaury Media cannot be bound by any obligation of any kind whatsoever to an Agent.

2 - PURCHASING SPACE

2.1 - BOOKING AND CONFIRMATION

Amaury Media recommends purchasing advertising space by Electronic Data Interchange, in accordance with the standard defined by the EDI Publicité association.

The advertiser and/or its agent will purchase advertising space by electronic message according to the procedures defined in an agreement for electronic data interchange between Amaury Media and the advertiser and/or agent.

Any request to reserve advertising space must be submitted via Pop Corn or sent by the advertiser and/or agent to Amaury Media's scheduling department by email to the following address: planning.tv@amaurymedia.fr.

Any request for the purchase of Advertising Space that is not made by email must specify:

- the start and end dates of the campaign broadcast period,
- the channel,
- the exact product to which the reservation relates,
- the sector code in the product nomenclature in force at the time of broadcast, available at https://www.snptv.org/boite-a-outils/nomenclature/.

This request must be sent at least four (4) weeks before the date of the first campaign broadcast.

This booking will result in Amaury Media sending an advertising order. This is a document signed by Amaury Media and sent to the Advertiser (or its Agent) in response to the Advertiser's initial request to reserve advertising space, and taking into account the availability of Amaury Media's schedule.

Confirmation of the advertising order must be returned to Amaury Media duly countersigned by the Advertiser or its Agent within eight (8) business days prior to the first scheduled broadcast date. The advertising order must also

bear the words "valid for approval". This "valid for approval" indication must be authenticated by affixing the stamp of the Advertiser or its Agent or be consistent with EDI standards.

If an Agent exists, acceptance of the order confirmation by Amaury Media will be subject to prior communication by the Agent either of the agency agreement binding it to the Advertiser, or of the Agent's accreditation letter mentioning the existence of this agency agreement and the invoicing and payment conditions set forth therein.

Amaury Media recommends that the agent certificate be uploaded using the **mymandat.edipub.org** platform, a collaborative platform for the management of secure, multi-media agent certificates implemented by EDIPub.

The agency agreement, as well as the letter of accreditation, will be deemed to remain in effect until the Advertiser notifies Amaury Media in writing of their termination. Otherwise, the order may not be recorded and will not be taken into account by Amaury Media.

Screen titles and codes on advertising orders are provided for information purposes only. In addition, unless otherwise specifically agreed between Amaury Media and the Advertiser or its Agent, Amaury Media's obligation shall pertain solely to the broadcast of advertising messages within a given program

period, between the start and end dates of the campaign communicated by the advertiser or its agent, and indicated in the advertising order according to availability. It is thus agreed that the campaign broadcast schedule, established by Amaury Media in consideration of the broadcast start and end dates desired by the Advertiser or its Agent, is communicated only for information purposes. Amaury Media reserves the right to modify this broadcast schedule in whole or in part without any possible claims or challenges by the advertiser or its agent being possible. This possibility will be available to Amaury Media until the broadcast date of each campaign message.

The absence of confirmation of an advertising order automatically makes the booked space available which may then be assigned to another Advertiser.

2.2 - MODIFICATION AND CANCELLATION CONDITIONS

The advertisement order is personal to the Advertiser and associated with a product or service, a brand, or a trade name. It may not be modified without Amaury Media's authorisation and may not be transferred to a third party in any way by the Advertiser or the Agent.

Any adjustment to the programming of adverts is possible until twelve (12) days before broadcast, subject to availability.

Any campaign cancellation or format changes equivalent to a cancellation of

one or more messages for a given product must be notified to Amaury Media in writing no later than thirty-one (31) calendar days before the broadcast date for the message(s) concerned.

If this notice period is not respected, the following penalties will be applied:

- between thirty-one (31) days and fourteen (14) calendar days before the first broadcast: 50% of the net cancelled amount
- at less than fourteen (14) days before the first broadcast: 100% of the net cancelled amount.

It is expressly agreed that for any request for cancellation of a scheduled broadcast sent to Amaury Media **before 6pm** on the day, the effective cancellation of the advertising messages will be made on Day +2 (working days).

For any request for cancellation of a programme sent to Amaury Media **from 6pm onwards** on the day, the effective cancellation of the advertising messages will be made on Day +3 (working days).

Advertising messages broadcast during this period will be payable by the Advertiser.

The cancelled advertising space will then be released to Amaury Media.

2.3 - RESERVES - FORCE MAJEURE

In no case may advertising campaigns scheduled on the Channels be the subject of demands for compensation calculated on the basis of audience results published after programming (bimonthly media plan files).

Any interruption of operation or any incident on the signal resulting in a loss of technical coverage may give rise to compensation for the advertiser, calculated based on the average lost audience.

Amaury Media will be released from its obligation to broadcast the Advertiser's ads as a result of the occurrence of any act of God or force majeure event, or circumstances having an external cause beyond the control of Amaury Media or the editor of the Channels.

For the application of this clause, the following shall be considered as force majeure events: war, riot, strike, the fortuitous requirement of current events, destruction of equipment without it being possible for the persons who have it in their custody to avoid such destruction, stoppage of means of communication, requisitions or public order provisions restricting the subject of the contract or free movement, failure in representation of elements due to a malfunction or congestion of the Internet network, as well as a malfunction of the advertising

distribution server, as well as the cases retained by the usual case law of the French courts in the matter.

Under these circumstances, Amaury Media and the Channels' editors will be exempt from any liability, and no delay or failure to broadcast the advertising will justify the cancellation of the order by the Advertiser or give rise to any compensation whatsoever.

However, by way of compensation, Amaury Media may, at its discretion, offer the Advertiser an extension of the duration of the broadcast of the advertisement for the duration of the delay caused by such circumstances, or negotiate in good faith with the Advertiser and/or its agent. However, completed broadcasts shall be invoiced by Amaury Media.

2.4 - CONFIDENTIALITY

Amaury Media, the editors of the Channels and the Customer (Advertiser and/ or its Agent) agree that the conditions negotiated and the technical, financial, legal or commercial information and documents exchanged with a view to the signing or execution of the Advertising Order are strictly confidential, and undertake to keep them confidential vis-à-vis third parties.

3 - PROCEDURES FOR DELIVERY OF FILMS, BROADCASTING INSTRUCTIONS AND TECHNICAL SPECIFICATIONS

3.1 - DELIVERY

Advertising films must be delivered in an electronic format.

Each advertising film delivered to Amaury Media must have a unique identifier for all market players: Ad ID supplied by the ARPP. This means that it is not possible to deliver two different advertising films with a single Ad ID.

The advertiser is urged to contact one of Amaury Media's 2 partner companies providing this delivery service for information on the technical details:

Adstream France: https://extremereach.com

Email: fr.traffic@extremereach.com

Phone: +33 (0)1 80 03 12 40

PEACH: https://www.peach.me/fr-fr/

Email: support.fr@peach.me Phone: +33 (0)1 49 49 99 70 **Delivery times:** the technical elements must be received:

- no later than four (4) working days before the first scheduled broadcast date for LA CHAINE L'ÉQUIPE.
- no later than seven (7) working days before the first scheduled broadcast date for LE JOURNAL DU GOLF TV

CLASSIC CAMPAIGNS LE JOURNAL DU GOLF TV

In addition to delivery via PEACH or ADSTREAM, technical elements can also be sent via a large file transmission service (Wetransfer, Smash, Transfernow) to the following address diffusion.tv@amaurymedia.fr.

The email must include the following information:

- Subject: name of channel / media + advertiser + product + dates
- Email:
 - Wetransfer link for technical elements
 - Name of the file associated with each advert (in the form Advertiser_ AdID)
 - Advert title (with the associated Ad ID)

In the event of non-compliance with these deadlines or non-compliance with the planned characteristics (quality, duration, etc.), Amaury Media cannot guarantee the initially planned broadcast date and reserves the right not to broadcast the message on the Channels, it being understood that the Advertiser or its Agent cannot claim any indemnity or compensation of any

nature whatsoever as a result. The full price of the messages will be due by the Advertiser or its Agent, whether or not they have been broadcast.

VIDEO CAMPAIGN: LA CHAINE L'ÉQUIPE + L'ÉQUIPE.FR

As part of the LA CHAINE EQUIPE + L'Équipe.fr video campaign, digital delivery may be handled at the same time as TV delivery via PEACH:

https://www.peach.me/fr-fr/ Email: support.fr@peach.me Phone: +33 (0)1 49 49 99 70

For unsynchronised delivery, the advertiser must deliver all the technical elements to the digital teams in accordance with the specifications: https://amaurymedia.fr/tarifs-cgv-documents-techniques.html

3.2 - BROADCAST INSTRUCTIONS

Since 1st January 2020, all instructions for the broadcasting of advertising messages, namely:

- the delivery date of the advertising elements in electronic format,
- confirmation of the advertising film(s) to be broadcast,
- the rotation plan,

must be uploaded to MyDiffTV (www.mydiff.tv), the platform dedicated to the service for subscribing advertisers, no later than ten (10) calendar days before the first broadcast date of the advertising messages concerned.

Any other means of sending broadcasting instructions will no longer be taken into account by Amaury Media.

In parallel with sending the film, a broadcast confirmation must be sent by email to the broadcast department: diffusion.tv@amaurymedia.fr.

This confirmation email must specify:

- film title (with the associated Ad ID),
- duration,
- version,
- the channel in question,
- broadcast schedule.
- possible rotation plan in the case of alternating films.

The broadcast confirmation shall be mandatory even if there is only one film. Amaury Media cannot be held liable for broadcasting errors without this written and complete confirmation.

3.3 - TECHNICAL SPECIFICATIONS FOR LA CHAINE L'EQUIPE

The standard image format is 16:9 HD.

Technical specifications for HD files

File formats: DVC PRO 100 HD or XDCAM INTRA HD 50 or Apple ProRes 422. Image format: 1920X1080. Compliant with SMPTE 274M, 1080/50i. No other format is accepted.

Audio: Stereo (Left channel on track 1 and right channel on track 2) or mono (see audio signal compliance below).

6 black images at the beginning of each spot.

The program starts at 10:00:00:00 and runs without time code interruption without ever exceeding 24:00:00 (or TC IN also accepted: 00:00:00:00, 01:00:00:00 or 10:00:00:00).

Material eXchange container. Format (.mxf extension) or Quick Time (.mov extension).

No other container is accepted.

HD films with closed captioning for the hearing impaired:

The subtitling files must be delivered in the closed EBU STL (or UER)

N19-2002 format and comply with the charter for subtitling for the deaf and hearing impaired.

Subtitle files must be delivered separately.

The exit time code of the last program subtitle will be set no later than 3 seconds before the last useful program image to prevent this last subtitle from freezing on the next program.

The minimum subtitle length is 19 frames. More generally, the subtitle duration should be adjusted according to the phrasing. The minimum distance between 2 subtitles is 5 frames.

For any broadcast on air, the indication "sourds et malentendants" [hearing impaired] must be specified on the rotation plan.

Amaury Media may not be held liable for broadcasting errors if this indication is not respected.

Note on signal compliance

Audio and video levels must comply with the technical characteristics for broadcasting:

- peak luminance values must not exceed: 700 mv (5% tolerance),
- the nominal modulation level must never exceed -18dbFS (reading on a Full Scale digital peak meter),

- the loudness level must comply with the regulations in force, which set the level at -23 lufs,
- for a mono soundtrack, the signal must be identical on tracks 1 and 2 and without any phase shift,
- tracks 3 and 4 are copies of tracks 1 and 2. Tracks 3 and 4 cannot remain blank:
 - Audio track 1 copied to audio track 3,
 - Audio track 2 copied to audio track 4.

In the event of non-compliance with the technical specifications provided (quality, duration, etc.), Amaury Media cannot guarantee the date of broadcasting initially planned and reserves the right not to broadcast the Advert, it being understood that the Advertiser or its Agent may not claim any indemnity or compensation of any kind whatsoever as a result. The full price of the messages will be due by the Advertiser or its Agent, whether or not they have been broadcast.

3.4 - TECHNICAL SPECIFICATIONS FOR LE JOURNAL DU GOLF TV CHANNEL

File format: MP4 audio + video with a minimum bit rate of 15 mega Image format: 1920x1080

In the event of non-compliance with the technical specifications provided (quality, duration, etc.), Amaury Media cannot guarantee the date of broadcasting initially

planned and reserves the right not to broadcast the Advert, it being understood that the Advertiser or its Agent may not claim any indemnity or compensation of any kind whatsoever as a result. The full price of the messages will be due by the Advertiser or its Agent, whether or not they have been broadcast.

3.5 - STORAGE AND CLIPS

Amaury Media will keep the material elements of the advertising messages in the form of electronic files for a period of one (1) year after the first broadcast.

After this period, these elements will be destroyed, unless the advertiser has previously requested otherwise. Furthermore, the subscription of an advertising order shall give Amaury Media, in relation to the messages covered by it, the right to reproduce, re-present, and produce the clip or a copy of these messages for their communication, for professional information, to advertisers and agencies according to the processes and practices in this field.

Any questions regarding the Procedures, Deadlines, and Technical Conditions of Broadcast of the Channels for sponsorship should be directed to the broadcast department: diffusion.tv@amaurymedia.fr.

3.6 - ADVERTISING MESSAGE CONTENT

All advertising films must comply with technical recommendation CST - RT - 017-v3.0, the values enacted by the CSA, pursuant to deliberation 2011-29, must comply with the laws and regulations in force in France, and must receive a favourable opinion from the ARPP (French professional advertising regulatory authority).

The Advertiser will ensure the legality of advertisements and respect for public order and good morals.

Advertising messages are written in French with, if necessary, a translation, in application of the law no. 94-665 of August 4, 1994. Any advertising message must be clearly presented as an advertisement and identify the Advertiser.

The Advertiser guarantees that it is the owner of all the intellectual and industrial property rights allowing the dissemination of the advertisements, as well as the rights relating to personality, for the complete legal period of intellectual and industrial property rights, in terms of number of representations and reproductions.

The texts and advertisements appear under the sole responsibility of the Advertiser and its Agent. As a result, they jointly and severally guarantee Amaury Media against any action arising from the content of the advertising

message broadcast on the media marketed by Amaury Media, its presentation, and generally, the execution of the advertising order.

Failure to comply with this regulation or the Channels' technical specifications will constitute a reason for the rejection of the film.

Choice of Advertisement and Advertiser: Amaury Media reserves the right to refuse any Advertising that it considers contrary to its moral and material interests and the interests of the Channels, to the law or to the recommendations of the ARPP, the Channels' editorial line, or any Advertising likely to undermine public order, or offend the moral, religious, cultural and political beliefs of the Channels' viewers, with no obligation to justify the reasons.

Amaury Media and the publisher of the Channels reserve the right to refuse any advertising that directly or indirectly mentions the Channels' competitors or any message that includes replays or elements of a broadcast or a programme of which the rights are owned by a competitor of the Channels.

The publisher of the Channels and/or Amaury Media shall not be held liable in the event of a refusal to comply with this article.

Case of comparative advertisements: Advertisers who wish to broadcast a comparative advertisement on the Channels must inform Amaury Media in advance in order to allow it to verify that no competing brand mentioned in the comparative advertising is present on the Channels. Otherwise, Amaury Media reserves the right to refuse to broadcast the comparative advertisement.

The publisher of the Channels and/or Amaury Media shall not be held liable in the event of a refusal to comply with this article.

The Advertiser authorises Amaury Media for the purposes of its own communication to use free of charge and/or to reproduce, in whole or in part, the advertising campaign, which is the subject of the contract, in all its promotional documents distributed in France or abroad, in any form and on any medium whatsoever throughout the duration of the commercial relationship. The trademarks, which are the property of Amaury Media or the publisher of the Channels, may not be used in advertising or in any other manner without the prior written permission of Amaury Media.

Amaury Media reserves the right to refuse any advertising order from an Advertiser at risk of insolvency.

Amaury Media also reserves the right to refuse any new order from a Customer who, at the time of placing the new advertising order, is in arrears with payment campaigns already broadcast on Media marketed by Amaury Media.

3.7 - GUARANTEE

The Advertiser, its Agent, or its advertising agent shall be responsible beforehand for any authorisation of any right holder (authors, producers, designers, directors, publishers, artists) and in general any authorisation from any natural personal or legal entity likely to assert its rights, possibly necessary for the reproduction and broadcast of the advertising messages and musical accompaniment and will protect the Amaury Media and the publisher of the Channels in this regard.

The Advertiser, its Agent, or its advertising agent shall also be responsible for any claim or action brought by any natural personal or legal entity claiming to have been harmed by the broadcast of advertising messages, in any capacity whatsoever, or claiming to have a right to be asserted in connection with the broadcast of advertising messages by the Channels. The Advertiser, its Representative or its advertising agent undertake to comply with applicable legislation, and guarantee Amaury Media and the publisher of the Channels in the event of any breach thereof.

These provisions are valid for any type of creation broadcast on the Media marketed by Amaury Media, including the Channels.

These provisions shall be valid for any creation broadcast in the context of a standard campaign and for any creation broadcast in the context of a sponsorship operation.

3.8 - AMAURY MEDIA BROADCAST COMMITMENT

Amaury Media's commitment relates solely to the broadcasting of the advertising messages provided for in the Advertising Order, to the exclusion of any commitment as to the day and times of broadcasting.

For the sector codes specified in the SNPTV sector code nomenclature (available at https://www.snptv.org/boite-a-outils/nomenclature/), Amaury Media reserves the right to broadcast, within the same advertising screen, advertising messages promoting products or services with an identical sector code.

Amaury Media does not guarantee the success or results of the Advertiser's advertising campaign, and cannot be held liable for any damage suffered by the Advertiser in the context of its campaign on the Channels.

All advertising messages are therefore broadcast under the sole responsibility of the Advertiser.

4 - CONDITIONS SPECIFIC TO SPONSORSHIP

4.1 - GENERAL FRAMEWORK

Subscription of a sponsorship operation implies acceptance by an advertiser or its agent of the general terms conditions of sale and compliance with the laws and regulations relating to sponsorship.

Sponsorship is regulated in particular by the provisions of Decree 92–280 of 27 March 1992.

Amaury Media shall reserve the right to refuse any sponsor or sponsorship that is not consistent with the image or editorial policy of the Channels. Sponsorship operations may be agreed upon directly by the advertiser or through an Agent who has previously produced proof of mandate to Amaury Media.

Amaury Media recommends that the agent certificate be uploaded using the **mymandat.edipub.org** platform, a collaborative platform for the management of secure, multi-media agent certificates implemented by EDIPub.

4.2 - OPTIONING

An advertiser or its agent wishing to sponsor one or more programs may, if they wish to do so, pose an option by sending an option request by email indicating the name of the program, the name of the sponsor and its brand, the start and end dates of the operation, and the financial budget.

It is possible to reserve an option up to eight (8) weeks before the start of a programme. Once this period has elapsed, the option can no longer be exercised.

Any option via an agent will only be valid on receipt of the agent certificate. The minimum duration of an operation giving a right to optioning shall be eight (8) weeks. Amaury Media reserves the right not to open certain programs to optioning.

The option level will be determined by the sending date of the email.

The period of validity of an option shall be two (2) weeks from the sending date of the option request. If there is no confirmation by the end this date, the option shall become null and void.

If, during an option period, a third-party advertiser commits to the firm purchase of the optioned program(s) over a longer period of action than the advertiser having an option, the advertiser will have 48 hours to confirm the purchase of the program(s) on which it placed an option.

In the absence of a purchase confirmation by the advertiser or its agent having the option within the allotted time, the option becomes null and void.

4.3 - CONFIRMATION OF THE OPERATION

In order to be valid, any operation confirmation must be sent by email indicating the program, the dates, and the budget.

Each confirmed operation will be the subject of a contract signed between the advertiser (and/or its agent) and Amaury Media.

This contract must be signed and returned to Amaury Media no later than two (2) weeks before the start of the operation. Otherwise, Amaury Media shall reserve the right to cancel the operation in question.

Unless specified in the sponsorship contract, the sponsor shall have no priority as to the renewal of this operation.

4.4 - CREATION AND FORMULATION OF SPONSORSHIP

The technical costs of producing the sponsorship elements are not included in the budget of the sponsorship operation.

For production and direction by Amaury Media, the technical production costs will be the subject of a separate budget and invoice.

All sponsorship creations must comply with the applicable French laws and regulations and will be subject to legal and artistic approval by Amaury Media.

The sound and visual elements of the creations must be submitted for Amaury Media's verification and approval for legal and artistic validation.

4.5 - TECHNICAL SPECIFICATIONS FOR LA CHAINE L'EQUIPE

Technical conditions for billboards and other customised content:

The standard LA CHAINE L'EQUIPE image format is 16:9 HD,

Technical specifications of HD files for LA CHAINE L'ÉQUIPE

File formats: DVC PRO 100 HD or XDCAM INTRA HD 50 or Apple ProRes 422. Image format: 1920X1080. Compliant with SMPTE 274M, 1080/50i. No other format is accepted.

Audio: Stereo (Left channel on track 1 and right channel on track 2) or mono (see audio signal compliance page).

6 black images at the beginning of each spot.

The program starts at 10:00:00:00 and runs without time code interruption without ever exceeding 24:00:00 (or TC IN also accepted: 00:00:00:00, 01:00:00:00 or 10:00:00:00).

Material eXchange container. Format (.mxf extension) or Quick Time (.mov extension).

No other container is accepted.

Note on signal compliance

Audio and video levels must comply with the technical characteristics for broadcasting:

- peak luminance values must not exceed: 700 mv (5% tolerance),
- the nominal modulation level must never exceed -18dbFS (reading on a Full Scale digital peak meter),
- the loudness level must comply with the regulations in force, which set the level at -23 lufs,
- for a mono soundtrack, the signal must be identical on tracks 1 and 2 and without any phase shift,
- tracks 3 and 4 are copies of tracks 1 and 2. Tracks 3 and 4 cannot remain blank:
 - Audio track 1 copied to audio track 3,
 - Audio track 2 copied to audio track 4.

Any questions regarding the Procedures, Deadlines, and Technical Conditions of Broadcast of the Channels for sponsorship should be directed to Special Sponsorship Operations department of Amaury Media: ops@amaurymedia.fr

In the event of non-compliance with the technical specifications provided (quality, duration, etc.), Amaury Media cannot guarantee the date of broadcasting initially planned and reserves the right not to broadcast the Advert, it being understood that the Advertiser or its Agent may not claim any indemnity or compensation of any kind whatsoever as a result. The full price of the messages will be due by the Advertiser or its Agent, whether or not they have been broadcast.

4.6 - MODIFICATIONS TO CONDITIONS OF SPONSORSHIP

The programming of programs and promotional clips may be subject to modifications. In that case, Amaury Media will propose the advertiser or its agent a replacement arrangement based on the availability in the scheme. If the Advertiser does not wish to pursue this arrangement, the contract will be cancelled without compensation.

4.7 - CANCELLATION

In the event of cancellation of a sponsorship contract by the advertiser or its agent less than twenty-eight (28) days from its launch, i.e. less than twenty-eight (28) days from the broadcast of the first program or its recording, Amaury Media will demand that the advertiser or its agent pay a penalty of 100% of the total net amount before tax due for the scheduled broadcasts within thirty (30) days following the start of the operation and 25% of the total net amount before tax due for the remainder of the operation.

If the advertiser or its agent cancels a sponsorship contract more than twenty-eight (28) days before the start of the operation, i.e. from the first broadcast of the program or its recording, Amaury Media will demand that the advertiser or its agent pay a penalty of 25% of the total net amount before tax of the operation.

If the advertiser cancels a sponsorship contract in progress, Amaury Media must be notified by registered letter with acknowledgement of receipt, with a minimum notice period of fifteen (15) days, it being specified that this period may contractually be greater depending on the duration of the operation and/ or the type of program sponsored.

In all cases, Amaury Media will invoice the advertiser or its agent for the full amount originally provided for in the contract, which will be due.

4.8 - JOINT SPONSORSHIP

If a plan is open for joint sponsorship, there cannot be two advertisers from the same business sector.

For sponsorship open to co-partnership, Amaury Media retains control over programming and the running order of the Sponsors.

An advertiser may never challenge the program that it sponsors being jointly sponsored by media associated with the promotion of the program in question.

4.9 - GAMES AND CONTESTS

Where a sponsorship operation plans a game or competition, the advertiser or its agent will be required to provide the prizes and to pay all the costs generated by the management of the game or contest: rules, establishment of means of participation (internet relay, audiotel, etc.).

The management of winners and the sending of prizes shall be performed by the Advertiser or its Agent.

The nature and number of prizes offered in a game or contest must be determined by mutual agreement by the Advertiser or its Agent and Amaury Media.

5 – PRICES

The prices and discount scales shall be provided by Amaury Media upon request.

Amaury Media reserves the right to change its prices and commercial policy at any time with at least five (5) business days notice before the effective date of such changes.

The prices applicable to messages shall be those in effect at the time of broadcast. They will be indicated excluding taxes. All duties and taxes levied on broadcasting of advertising messages are borne by the advertiser.

6 - BILLING, PAYMENT TERMS AND METHODS

6.1 - BILLING

The broadcast invoice is established each month.

The invoice is forwarded to the Advertiser, and a copy sent to the Agent, where applicable.

The sending of the detailed final invoice constitutes a broadcast report as defined by Article 23 of Act 93–122 of 29 January 1993, known as the "Sapin Act".

In all cases, the advertiser is responsible for paying for the advertising order under the conditions defined in the prices.

If the advertiser has appointed an intermediary, the agent is jointly and severally liable for payment for the order with the advertiser (by derogation from Articles 1998 *et seq.* of the French Civil Code). Payment to the agent does not release the advertiser from its liability towards Amaury Media.

6.2 - SAPIN ACT

In accordance with Law no. 93-122 of January 29, 1993, known as the Sapin Law and in the event that the Advertiser has appointed an intermediary,

Amaury Media must be in possession of the agency agreement between the Advertiser and the Agent, a contract which will be considered indefinite until its interruption by the Advertiser, of which Amaury Media must be informed.

The Advertiser undertakes to inform Amaury Media of the key elements of the contract that are likely to have an effect on the performance of the services entrusted to it. The original invoice for the advertising order will be sent to the Advertiser and another copy will be sent to the current Agent.

The Advertiser who chooses to have the campaign paid for by its paying Agent shall, in all cases, be bound by the timely payment of the sums due to Amaury Media by its Agent and undertakes to cover Amaury Media for any loss suffered by Amaury Media resulting from a default by the Advertiser's Agent in this respect, it being incumbent on the latter to take action against its Agent under the legal conditions.

Sectors outside the Sapin Act: for sectors outside the Sapin Act and if the advertiser is represented by an agency, the latter acts on behalf of the advertiser as a *delcredere* commission agent.

6.3 PAYMENT DEADLINES AND METHODS

Advertising is payable without cash discount no later than the due date indicated

on the invoice unless otherwise agreed by special agreement. Depending on the significance or nature of the work to be performed left to Amaury Media's interpretation, an advance of 30% of the amount excluding taxes of the advertising order may be requested.

Invoices issued by Amaury Media shall be payable at its principal place of business.

Any delay in payment in relation to the due dates will result in:

- the right to suspend the execution of current campaigns from the day following the non-payment,
- all outstanding invoiced sums and inserted orders not yet invoiced becoming due immediately,
- payment on delivery of the order for any new insertion or possibly suspension of its execution (insertion/broadcast being subject to payment),
- In accordance with Article L441-10 of the French commercial code, late payment penalties may be applied in the event that the amounts due are paid after the payment date shown on the invoice. These penalties shall be at a rate equal to three times the statutory interest rate.

If collection is done through litigation and/or through an outside specialist company, the Advertiser shall remain responsible for all costs.

Under no circumstances may payments owed to Amaury Media be suspended or be the subject of any reduction or offsetting without the prior written agreement of Amaury Media. Any payment to Amaury Media shall be applied against any sums due, regardless of the reason, beginning with the sums with the oldest due date. Price reductions are only acquired if the obligations and services granting them have actually been fulfilled or performed.

6.4 - CLAIMS AND DISPUTES

Any claim, regardless of its nature, must be brought to Amaury Media's attention by registered letter no later than fifteen (15) days after the invoice date. After this period, no disputes shall be admissible. In any event, the Advertiser or its Agent undertakes to pay the undisputed part of the invoice immediately.

Any claim relating to the broadcast of a campaign may not be taken into account by Amaury Media if it does not follow a verification performed jointly by the Advertiser and a collaborator (or employee) of Amaury Media. It is understood that Amaury Media's advertising broadcast server shall constitute evidence between the Parties.

7 - DATA PRIVACY

In general, Amaury Media undertakes to comply with all the principles and obligations applicable to the data controller, as set forth in Regulation 2016/679/EU of April 27, 2016 relating to data protection ("GDPR") and the French Data Protection Act No. 78-17 of January 6, 1978 as amended by Act 2018- 493 of June 20, 2018.

If an advertiser collects or processes personal data in the context of an advertising space purchase operation on the Media, Amaury Media, the Advertiser and its Agent undertake to comply with the laws and regulations as well as the provisions relating to the protection of personal data.

The Advertiser and/or its Agent declares that they are informed and that they have informed their employees that in the context of the management of the Contract by the T&Cs, AMAURY MEDIA is required to collect and process personal data (surname, first name, email and position in particular) of natural persons working for the Advertiser and/or its Agent.

This processing is necessary for Amaury Media's commercial activity. This information may contain personal data that will be used by Amaury Media for the purposes of commercial prospecting, the sale of advertising space, information on commercial offers or the Media that it markets. This information may also

be used to provide the services requested by the Advertiser or the Agent when purchasing advertising space.

The natural persons concerned have the right to access, rectify, oppose on legitimate grounds, erase and portability of their personal data, as well as the right to limit the processing carried out on their personal data, which the Advertiser and/or its Agent undertakes to indicate to their employees.

These rights must be exercised by contacting Amaury Media's Data Protection Officer by sending an email to the following address: dpo@amaury.com.

8 - COMPLIANCE WITH ETHICAL RULES AND ANTI-CORRUPTION LAWS

Each Amaury Group company attaches great importance to the fact that its partners share a common set of ethical rules, practices and principles.

This is why Amaury Group expects each of its companies to establish and promote exemplary - responsible, fair and honest - relationships with all its partners (suppliers, subcontractors, service providers, etc.), hereinafter referred to as "**Partners**".

Therefore, each Amaury Group company, of which Amaury Media is a part, expects its Partners to comply strictly with applicable legislation, with the ethical principles set out in this Article and requires them to ensure that these principles are respected by their staff, their own suppliers and subcontractors.

Amaury Media requires its Partners to behave in an exemplary manner with regard to working standards and conditions. Our partners in particular undertake to respect standards concerning the prohibition of illegal, clandestine and undeclared work, the prohibition of harassment in all its forms, abuse and discrimination of any kind.

Amaury Media requires its Partners to behave with complete honesty in the conduct of their activities, which means, but is not limited to, the prohibition of all forms of corruption, the prohibition of conflicts of interest, respect for competition, compliance and in the area of transparency of information. In this respect, Amaury Media reminds in particular that gifts and invitations may constitute acceptable shows of courtesy if their scope and value are limited, if they are offered in complete transparency and without expectation of any consideration.

Amaury Media reserves the right, at its own expense, to audit its partners in order to verify the commitments made by the Partner in this Article.

Partners acknowledge that they have read Amaury Media's Code of Conduct at the following address: https://amaury.com/engagements/dispositif-anti-corruption

Any breach of the applicable laws having a prejudicial effect on Amaury Media's reputation and probity of such importance would make it impossible to maintain the commercial relationship with the Partner at the origin of the breach. Thus, Amaury Media reserves the right to immediately terminate the commercial relationship without prejudice to any other rights that Amaury Media may exercise to assert its rights and claim damages.

Amaury Media has provided a secure platform where partners can post an alert. The platform can be accessed at the following URL: https://amaury.signalement.net/entreprises

9 - TRANSFER OF THE CONTRACT

The contract is strictly personal to the Advertiser, and the possible Agent, who may only use it for its company, brand, products or services as designated in the insertion order. Under no circumstances may the Advertiser, and any Agent, assign the benefit of the contract, except with the prior and express consent of Amaury Media.

In the event of an authorised transfer, the Advertiser and any Agent shall be obliged to have all advertising orders in progress at the time of the transfer executed by its successor, and the Advertiser and any Agent shall remain liable to Amaury Media for the proper execution and payment of such orders.

10 - LAW AND JURISDICTION

The address for service is the address indicated at the top of Amaury Media's invoices. The interpretation and performance of these general terms and conditions of sale, as well as any subsequent acts or matters of jurisdiction, are subject to French law.

Any dispute arising from the interpretation and performance of these General Conditions of Sale or the insertion order or any technical conditions governing this order shall be subject to the exclusive jurisdiction of the Nanterre commercial court, notwithstanding any related cases, incidental claim, impleader, or more than one defendant. Nevertheless, Amaury Media will have the right to refer matters to any other competent jurisdiction, in particular that of the customer's registered offices. Bills of exchange or acceptance of settlement shall not provide any novation or derogation from this clause.

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