

# RADIO

**GENERAL TERMS AND CONDITIONS  
OF SALE – NRJ GLOBAL 2022**

# GENERAL TERMS AND CONDITIONS OF SALE – RADIO

2022

The Pricing and Business Terms and Conditions and these General Terms and Conditions of Sale apply to any advertisement order received by NRJ GLOBAL for broadcast from 1 January 2022 on the following radio stations: NRJ, Nostalgie, Chérie FM and Rire & Chansons (hereinafter, the “Stations”). The advertisement spaces on the Stations are marketed by NRJ GLOBAL, the exclusive sales house for the Stations nationally.

The signal of the Stations and, in general, all of NRJ Group’s services which are the subject of these GTCS, may be picked up, using the signal emitted in France, in territories across the world, particularly by partners of the NRJ Group. Advertisements included in the Stations’ original signal or related services from France may therefore be retransmitted in all the territories which receive said Stations or services. NRJ GLOBAL also reserves the right, depending on the territories in which the relevant Stations or services are received, to remove if necessary any advertisements included in the signal, in order to comply with applicable regulations in the territory that receives the signal.

The advertisement order or purchase order from an advertiser or agent to NRJ Global implies the unconditional acceptance of the Pricing and Business Terms and Conditions, these General Terms and Conditions of Sale, as well as the standard practices regulating advertising communications.

These General Terms and Conditions of Sale take precedence over any terms and conditions of purchase that the advertiser or agent may use; they apply to the purchase of traditional advertising space and sale packages. These General Terms and Conditions of Sale may only be subject to particular terms and conditions that have been agreed to as part of special advertisement campaigns (partnerships, sponsorships) and specific offers. Derogation from these General Terms and Conditions may also be agreed as part of specific sale contracts.

Invoicing is based on the Prices, the Pricing and Business Terms and Conditions and the General Terms and Conditions of Sale that are in force on the day of the broadcast.

The Pricing and Business Terms and Conditions and these General Terms and Conditions of Sale are applicable between 1 January and 31 December 2022, inclusive. NRJ GLOBAL may, at any time, modify in whole or in part these Pricing and Business Terms and Conditions, General Terms and Conditions of Sale, and the Gross Prices (excl. VAT) that are available at [www.nrjglobal.com](http://www.nrjglobal.com). NRJ GLOBAL will provide at least five (5) calendar days’ notice concerning such modifications. These modifications will be published on the aforementioned website.

## APPLICATION OF THE PRICING AND BUSINESS TERMS AND CONDITIONS

Subject to the existence of a letter of commitment and the absence of provisions contradicting the Pricing and Business Terms and Conditions, the discounts will be applied to the first euro of the commitment given.

If, at the end of the year, the commitment has not been complied with, NRJ GLOBAL will invoice for the difference between the conditions agreed under the letter of commitment and the applicable Pricing and Business Terms and Conditions.

The yearly commitments that allow the application of Volume, Increase and 4-Station Indexing discounts must be formalised no later than 1 March 2022.

In the absence of a letter of commitment, the discounts applied to each campaign flight will be based on the 2022 Gross Billings (excl. VAT) accumulated up to the specific date.

Discounts are applied to the gross billings (excl. VAT).

The commercial discounts are cumulative but are capped at 47% before any Agent Discount is applied. The Gross Billings used to calculate discounts comprise the purchase of traditional advertisement space and the commercial offers published within the Pricing and Business Terms and Conditions and these General Terms and Conditions of Sale or introduced during the year. The Drive to Web, Drive to Store, NRJ Connected 15-34, Women Connected, NRJ Connected 25-49 and Box Office offers are not counted towards Gross Billings in this regard. “Gross price” refers to the spot length index-weighted prices published by NRJ Global.

- The **Modified Gross Price** is the Gross Price after any surcharges are applied.
- The **Gross Billings** corresponds to the Modified Gross Price, after deduction of any free advertisements and other price reductions.

For the sake of clarity, Gross Billings is the gross amount invoiced or invested on each of the stations for a given advertisement campaign.

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The **Net Price** is Gross Billings minus any commercial discounts (the sum of the Volume Discount, Increased Billings Discount, 4-Station Discount and the Business Targeting Discount). Commercial discounts are accumulative.

The **Net Billings** is the Net Price minus any applicable Agent Discount. This discount is applied to the Net Price.

The Pricing and Business Terms and Conditions will not apply in the case of any payment in the form of an exchange of advertisements for merchandise, advertisement space, or services. Any such payments must be the subject of a written contract setting out, in particular, the payment conditions. These purchases will not be considered in the calculation of the Gross Billings (excl. VAT).

For any advertising campaign wishing to take advantage of the price reduction described in Chapter 03.1 of the NRJ GLOBAL Pricing and Business Terms and Conditions 2022, the certification from the Governmental Information Service issued by the relevant ministry must be addressed to NRJ GLOBAL at the time when the advertising campaign is reserved (by email to [advglobal@nrj.fr](mailto:advglobal@nrj.fr)).

## ADVERTISER AND AGENT

An advertiser may purchase advertising space either directly from NRJ Global or through a duly appointed agent.

The advertiser and/or its agent will be referred to as the “Purchaser” in these General Terms and Conditions of Sale.

For the purposes hereof, “advertiser” means:

- Any natural or legal person that applies for an advertisement order, or has such an application done on its behalf, for its brands, products, services, commercial names, or logos on the Stations.

or

- A group of advertisers must belong to the same corporate group which fulfils each of the following criteria:
  - The parent company is the holder of the majority of their share capital,
  - They must show that the purchase of advertising space is centralised, carried out either by the parent company or by a single entity in the group that is responsible for media-buying functions,
  - Consolidation must be effective from 1 January 2022.

Membership in a group of advertisers must be confirmed to NRJ Global by registered letter with acknowledgement of receipt.

These General Terms and Conditions of Sale will apply to the group of advertisers from the receipt date of said letter; they will have no retroactive effect.

Agents, acting in the name and on behalf of advertisers, must prove their capacity by providing NRJ Global with a mandate certificate (templates available at [www.nrjglobal.com](http://www.nrjglobal.com) or on request from NRJ Global). Agents must inform NRJ GLOBAL of the provisions of the agency contract which will likely have an effect on NRJ GLOBAL's provision of services (term, scope, media, results, etc.).

Agents must inform NRJ GLOBAL of the termination of their mandate at least one (1) month beforehand by registered letter with acknowledgement of receipt.

## RADIO CAMPAIGN

A radio campaign is any broadcast of advertisements with identical designs on NRJ GLOBAL's Stations, which are not separated by more than seven (7) days.

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## **ADVERTISEMENT ORDERS AND ADVERT SPACE PURCHASING CONDITIONS**

NRJ Global recommends that the purchase of advertisement space on the Stations be performed through electronic data interchange (EDI), in accordance with the standards set out by the association EDI Publicité.

The Purchaser shall use an electronic messaging service to purchase advertisement space according to the arrangements set out in an agreement for electronic data interchange between the Purchaser and NRJ GLOBAL.

In the case of Going Rate purchases (Priority Pass and Liberty Pass), the Purchaser must address any request to reserve advertisement space to NRJ GLOBAL by electronic message. In the case of Purchases at Guaranteed Net GRP Cost (Flexi Pack), the Purchaser must promptly address any request to reserve advertisement space to NRJ GLOBAL submitted via the Popcorn brief or the NRJ GLOBAL brief (available at [www.nrjglobal.com](http://www.nrjglobal.com)).

In the case of reservations made by agents, requests for advertisement scheduling must be accompanied by certificates of mandates. Upon receipt of the reservation request, NRJ GLOBAL will issue an advertisement order that will state the availability of advert space with respect to the request.

Based on NRJ Global's response, the campaigns must be confirmed by the advertiser or agent no later than 5 business days after the start of the campaign. If no response is received from the advertiser or agent within this time, the purchase will be considered firm and final.

Priority Pass campaigns must be confirmed by the advertiser or agent within 48 hours after NRJ GLOBAL's response. In case of failure to adhere to this time limit, NRJ GLOBAL reserves the right to sell that particular advertisement space to any other advertiser.

Except where specifically agreed otherwise by NRJ GLOBAL and the advertiser or agent, or in the case of a specific guarantee referred to herein granted by NRJ GLOBAL in consideration of payment by the advertiser or agent, NRJ GLOBAL's obligation extends only to the broadcasting of the advertisements between the start and end dates of the campaign as stated by the advertiser or agent and reiterated, in accordance with schedule availability, in the advertisement order.

The parties thus agree that the schedule for the broadcast of the campaign, as established by NRJ GLOBAL, which takes into account the broadcast start and end dates chosen by the advertiser or agent, is provided for information purposes only.

NRJ GLOBAL reserves the right to modify, in whole or in part, this broadcast schedule. Such modifications will not entitle the advertiser or agent to any remedy or claim. NRJ GLOBAL may only rely on this right until the broadcast date of each advertisement of the campaign.

All advertisements of a commercial break are associated with the half-hour interval in which the break commences.

Furthermore, NRJ GLOBAL may cancel an advertisement order and/or the purchase order of the advertiser or agent by post or email for any reason whatsoever, subject to the following notice periods:

- Seven (7) working days prior to the scheduled start date for traditional campaigns,
- Twenty-one (21) working days prior to the scheduled start date for special campaigns or sponsorships.

The advertisement order is solely for the advertiser; consequently, it cannot be assigned or transferred, even partially, without the prior agreement of NRJ GLOBAL. The advertisement order is also linked to a product, service, brand, trading name or logo.

The product, service, brand, trading name or logo promoted in the advertisement must match the one stated in the advertisement order.

Any modification to the subject of the advertisement must be authorised by NRJ GLOBAL beforehand.

## **ARRANGEMENTS, DEADLINES, AND TECHNICAL CONDITIONS OF BROADCAST**

For each advertisement order, the advertiser or agent must send NRJ GLOBAL, no later than eight (8) working days prior to the scheduled broadcast date on the Stations, the recorded advertisements:

- either on CD (WAV -9 dB format only), or on a USB flash drive (digital devices are not returned),
- or via the Copiestation platform ([www.copiestation.com](http://www.copiestation.com)). In the latter case, the advertiser and agent acknowledge and declare that they hold all rights and authorisations required to use the COPIESTATION service; as such, they shall indemnify NRJ GLOBAL against any actions brought in this regard.

Advertisements sent by email or by FTP will not be accepted.

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Advertisements must contain a musical background and conform to the specifications stated on the advertisement order (quality, duration, royalties collection, etc.)

If the advertisement is not sent by the stated deadline or if its characteristics differ from expectations (quality, duration, no background music, etc.), NRJ GLOBAL reserves the right not to broadcast the advertisement in whole or in part. The full price for the advertisements will be owed by the advertiser or agent, regardless of whether the advertisements were broadcast or not.

- Delivery address: NRJ GLOBAL, Service Diffusion [*Broadcasting Department*], 22 Rue Boileau 75016 Paris.
- Broadcasting Department contact details: +33 (0)1 40 71 43 17 / +33 (0)1 40 71 43 11
- Email: [diffusionnrjradio@nrj.fr](mailto:diffusionnrjradio@nrj.fr)

For advertisements provided on CD, each CD must be labelled with the following information:

- name of the advertiser and of the campaign,
- campaign number appearing on the advertisement order,
- advertisement title and duration,
- text of the advertisement,
- rotation schedule.

Each CD must be accompanied by a list of the musical, literary or artistic works used or likely to give rise to the receipt of royalties due to the broadcasting of the advertisement.

If an advertisement, with the exception of those for special campaigns, cannot be broadcast for any reason whatsoever on the Stations, except if it is sent after the deadline or if it is non-compliant, the radio station concerned and/or NRJ GLOBAL will notify the advertiser of this fact.

The advertiser will thus be entitled to choose compensation either in the form of a credit note for the net price of the non-broadcast advertisement or in the form of advertisements equal to the value of the non-broadcast advertisement.

## **CANCELLATION OR MODIFICATION OF AN ADVERTISEMENT ORDER AND/OR PURCHASE ORDER BY THE ADVERTISER OR AGENT**

Except for cases of force majeure, any modification or cancellation, in whole or in part, of an advertisement order and/or purchase order by the advertiser or agent must be sent by post or email. Such a modification or cancellation will lead to a penalty payable by the advertiser under the following conditions:

- for Liberty Pass and Flexi Pack campaigns, less than 5 (five) business days prior to the date when the advertisements are broadcast, NRJ GLOBAL will be entitled to invoice a penalty equal to 50% of the cancelled Net Billings amount.
- for Priority Pass campaigns, after the campaign is confirmed by the advertiser or agent, NRJ GLOBAL will be entitled to invoice a penalty equal to 50% of the cancelled Net Billings amount.
- for Special Advertisement Campaigns/Sponsorships cancelled less than twenty-one (21) working days before the scheduled start date, NRJ GLOBAL will be entitled to invoice a penalty equal to 100% of the net price of the campaign.

The advertisement space that is cancelled will be made available to NRJ GLOBAL. Within the context of a pandemic, in the event that national authorities order the restriction of activities, any requests for cancellation will be examined by NRJ Global.

## **PRICES, INVOICING, AND PAYMENT TERMS**

### **A Prices**

The prices and discount rates will be provided by NRJ GLOBAL upon request. NRJ GLOBAL reserves the right to modify prices and discounts at any time. It will inform advertisers at least five (5) calendar days before changes come into effect.

As an exception to the above, NRJ GLOBAL may modify the price and/or the title of the commercial breaks with less than five (5) calendar days' notice in the case of exceptional changes to programming or the necessary rearranging of scheduling which entails modifications to the length of commercial breaks in order to comply with the advertisement rules to which the Stations are subject. The new prices will be applicable to existing contracts. However, the advertiser may retain, cancel, or reprogram its reservations (affected by the price changes) to other commercial breaks, subject to schedule availability and subject to compliance with the cancellation conditions. NRJ GLOBAL will inform purchasers of the modification as soon as possible.

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The prices applicable to advertisements are the prices in force at the time of broadcasting. Prices are stated excluding taxes. Any fees, taxes and charges applicable to the broadcasting of advertisements will be borne by the advertiser.

## **B Invoicing**

Invoices will be sent to the advertiser, with a copy to the agent if applicable, within a month of the broadcast. If the advertiser or agent agrees, NRJ GLOBAL may use electronic invoicing, and shall send the invoices as signed PDF documents. Invoices, however they are sent, will constitute proof of broadcast pursuant to Article 23 of Law No. 93-122 of 29 January 1993 (the “Sapin Act”).

- For advertisers with a written annual commitment:

Advertisers with a written annual commitment will receive the discount that matches the annual commitment given at the start of 2022. The yearly commitments that allow the application of Volume, Increase and 4-Station Indexing discounts must be formalised no later than 1 March 2022.

Annual commitment means a commitment to purchase advertisement space from NRJ GLOBAL for a twelve-month rolling period, whose amount is final and irrevocable and stated as Net Billings (excl. VAT). If, at the end of the year, the annual commitment has not been complied with, NRJ GLOBAL will invoice for the difference between the conditions agreed under the letter of commitment and the applicable Pricing and Business Terms and Conditions.

- In the absence of a letter of commitment:

The discounts applied to each campaign flight will be based on the 2022 gross billings accumulated up to the particular date.

## **C Payment terms**

Invoices are due and payable on the tenth (10th) of the month subsequent to the lapse of thirty (30) days from the issuance date. They may be paid by wire transfer or by cheque made out to NRJ GLOBAL.

However, any client that is not registered with the Finance Department of NRJ GLOBAL or any registered client without a guarantee as to its financial situation, may be required to make a full or partial payment prior to any broadcast.

There is no additional discount for early payment. Invoices issued by NRJ Global do not confer a right to a cash discount. In accordance with the provisions of Article L. 441-10 of the French Commercial Code, any sums not paid after the due date on the invoice shall give rise to the payment of interest for late payment calculated at a minimum rate of 15% (fifteen percent) per annum in proportion to the number of overdue days, calculated from the day after the due date, on the basis of a 360-day year. If the aforementioned rate of 15% (fifteen percent) becomes three times less the legal interest rate, the penalty rate applied shall be increased to 3 (three) times the legal interest rate, rounded up to the next whole number. In addition, a fee of €40 (forty euros) will be payable for recovery costs, by legal right. .

Notwithstanding Articles 1998 *et seq.* of the French Civil Code, the advertiser and agent will be jointly and severally liable for the payment of invoices. Payments made to the agent will not release the advertiser of its payment obligations to NRJ Global.

## **BROADCAST FEES**

The advertiser shall also bear the broadcast fees, including the taxes, charges and levies stipulated under law. Such fees equal €32 (excl. VAT) as of 1 January 2022 for each advertisement broadcast on NRJ, Nostalgie, Chérie FM and Rire & Chansons. These fees also apply to free advertisements and advertisements used as part of an exchange of advertisement campaigns. They do not apply to advertisements broadcast in compensation for broadcasting difficulties and free “major cause” advertisements.

## **SERVICE**

The advertiser and agent jointly and severally warrant the compliance of advertisements with the applicable laws and regulations and the recommendations of the *Autorité de Régulation Professionnelle de la Publicité* [ARPP, the French Authority for the Professional Regulation of Advertisements]. They shall indemnify NRJ GLOBAL and the Stations against any claim brought by a third party as a result of the broadcasting of the advertisements. Accordingly, the advertisements are broadcast on the Stations under the sole responsibility of the advertiser.

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The advertiser and/or agent warrant, in particular, that the advertisements and their constituent elements, including music and audio, are provided free of all intellectual property right claims, with the advertiser personally attending to such matters.

The advertiser and/or agent and/or advertisement agency must obtain any authorisations from any right holders (authors, producers, designers, directors, editors, performers and, in general, any natural or legal person that would consider themselves aggrieved for any reason by the broadcast of the advertisement or that could assert a right due to the broadcast of the advertisements on the Stations), which may be required for the reproduction and broadcast of the advertisements as well as the musical excerpts. The advertiser and/or agent and/or advertisement agency shall indemnify NRJ GLOBAL and the Stations for any damages in this regard.

## LIMITATION OF LIABILITY

### A Editorial independence

The Stations alone are in control of their programmes, schedules, commercial breaks, the content of each session, and the general style of advertisements; the Stations may modify these aspects as they see fit. NRJ GLOBAL and the Stations reserve the right to refuse any advertisement deemed contrary to the applicable regulations, good taste, good presentation, programme guidelines or the editorial line of the Stations' programmes.

NRJ GLOBAL and the Stations also reserve the right to refuse any advertisements that are contrary to the rules of the profession, and any advertisement likely to violate public order, common decency or upset the moral, religious, cultural or political beliefs of the Stations' listeners. NRJ GLOBAL and the Stations may also refuse any advertisement that directly or indirectly refers to competitors of the Stations or any advertisement that contains reminders or parts of a programme or broadcast whose rights are held by a competitor of the Stations.

The Stations and/or NRJ GLOBAL may not, under any circumstances, be held liable for the refusal of an advertisement under this section.

### B Broadcast interruption or impossibility

NRJ GLOBAL and the Stations will not be held liable for any force majeure event or decision by the Conseil supérieur de l'audiovisuel [*French Audiovisual Council*] that interrupts or prevents a broadcast on any one of the Stations. Broadcasts carried out will however be invoiced by NRJ GLOBAL.

No claim may be made in the case of difficulties or inability to broadcast an advertisement campaign which affects less than 10% of the total number of broadcasters within the national territory. These General Terms and Conditions of Sale are applicable to the entire country with the exception of Annemasse (exclusively local scheduling).

As part of the RadioScan project in Angers, NRJ GLOBAL reserves the right to modify advertisement packages in this area for the purposes of tests and research.

## PROTECTION OF PERSONAL DATA

### 1. Determination of purposes and means of processing

Each of the parties is free to determine the purposes and means of the data processing it performs.

NRJ GLOBAL shall not intervene in any way in the processing performed by the other party.

### 2. Compliance with legislation regarding the protection of personal data

Each of the parties undertakes to comply with all legislation regarding the protection of personal data, including Regulation 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation) and all national legislation applicable to such processing, and expressly releases the other party from all responsibility for the processing of personal data that it performs or may perform.

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## 3. Information

In its business relationships with its providers and clients, NRJ GLOBAL processes personal data.

The legal basis for this processing is to execute contractual measures and to comply with its legal or regulatory obligations. The purposes of this processing are:

- To manage the contractual relationship;
- Invoicing and accounting.

The primary data collected in connection with your contractual or business relationship with NRJ GLOBAL are: last name, first name, business email address, business phone number, role at the co-contracting company.

These data are retained according to the period for which they are collected, namely the contract term plus 5 years for management of the contractual relationship and 10 years for invoicing and accounting.

They are intended for NRJ GLOBAL as the data controller, and are only processed by company employees with an interest resulting from their role.

With regard to the nature of personal data and the risks associated with processing, NRJ GLOBAL takes the technical, physical and organisational measures needed to maintain the security of personal data and to prevent them from being corrupted, damaged or accessed by unauthorised third parties.

The data subjects of this processing have the following rights:

- the right to information, access and correction;
- the right of erasure and right of objection;
- the right to limitation of the data.

These rights may be exercised by sending an email to [dpo@nrj.fr](mailto:dpo@nrj.fr) or by post to DPO NRJ Group, 22 rue Boileau, 75016 PARIS.

In the event of a dispute regarding the exercise of your rights, you have the option to submit a complaint to the French data protection authority, the Commission Nationale de l'Informatique et des Libertés.

## ANTICORRUPTION

The purchaser is hereby informed that NRJ GLOBAL has drawn up an Anti-corruption policy and a Gift policy that notably include the applicable laws and regulations in France in terms of the fight against corruption. The policies are available upon request. In general, the purchaser expressly declares that it complies with the applicable laws and regulations on the fight against corruption in France (hereinafter collectively the "Ethical Code").

The purchaser undertakes to implement all the appropriate measures to ensure it respects the Ethical Code, and that any person acting on its behalf and in its name with regard to NRJ GLOBAL shall respect the Ethical Code. In this respect, the purchaser undertakes to accept NRJ GLOBAL's requests at any time with the aim of obtaining evidence of compliance with the Ethical Code.

Consequently, the purchaser shall indemnify NRJ GLOBAL for any recourse, action or claim that may be based on non-compliance with the Ethical Code.

Should NRJ GLOBAL have reason to believe that the purchaser, one of its shareholders, managers, company representatives, employees, members, subcontractors and/or representatives has failed or is likely to fail to comply with the commitments and guarantees to respect the Ethical Code, NRJ GLOBAL shall be entitled to immediately suspend the order and/or terminate it simply by notifying the purchaser in writing, within five (5) working days following receipt of said notification. NRJ GLOBAL may not be held liable as a consequence and this is subject to any damages or interest that may be claimed by NRJ GLOBAL due to non-compliance with the Ethical Code.

## COMPETENT JURISDICTION

The COMMERCIAL COURT OF PARIS shall have exclusive jurisdiction over any dispute.