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Dear Partners,

Entertainment and the sharing of positive emotions are at the heart of the NRJ Group's identity and actions, reaching 46 million French people every month<sup>(1)</sup>. For this new season, the NRJ Group is placing greater emphasis on "good vibes" on NRJ12, Chérie25 and NRJ Hits, while reaffirming its editorial mainstays: series, films, magazine shows and interviews.

NRJ12 is strengthening its 100% comedy sitcom offering with *Two and a Half Men* and cult French series *H. Chérie 25* is pursuing its ambition to come up with a unique and bold offering, showcasing modern female figures through inspiring stories, series and films. Lastly, NRJ Hits underpins its promise as a benchmark music channel.

Entertainment is a favourable context for brands: by creating an essential link with its audiences, it enhances advertising effectiveness: 7 in 10 French people are more likely to buy a product when it is advertised as part of an entertainment context<sup>(2)</sup>. Business effectiveness has also been measured on our NRJ12, NRJ Hits and Chérie 25 channels, with an ROI of €26.4 for every €1 invested<sup>(3)</sup>.

To facilitate access to TV media and our high-performance entertainment contexts for your brands, we strive to simplify access to the media so that we can provide you with greater prominence, advice and commitment.

As a result, in 2024, we are extending our two purchasing methods that help us meet your targets: purchases at the going rate with packages based on our best affinity contexts, and guaranteed GRP cost purchasing that guarantees the performance of your plans. To adapt to changes in Médiamétrie's Mediamat service in 2024, we are integrating the conversion system proposed by the industry as a whole.

To help you stand out even more, we are making it easier for you to access formats such as sponsorship, with a duration of up to 12 seconds in premium positions, as well as the priority pass for guaranteed service. In addition, for your committed brand communications, we are extending the Native plan beyond the "environment" theme to include "Corporate CSR" and "Made in France" communications.

To help you make the right strategic choices, we share our insight from societal studies and our benchmarks for effectiveness, Drive to Web and ROI. By drawing on our research expertise, we provide you with services dedicated to each of your challenges, with market research, the production of advertising formats, pre-testing of communications, measurements in terms of Drive to Web effectiveness, effects on sales and ROI, including a CSR aspect.

Last but not least, as a signatory to the Climate Compact, we are committed to offering special business terms for information campaigns by public authorities and charities to promote responsible practices and the use of less polluting products.

The entire NRJ Global team is at your side for the coming year, to give your brands a voice.

Have a great start to the new school year,

Kind regards

Cécile Chambaudrie, CEO, NRJ GLOBAL



# GREAT EMOTIONS BRING US TOGETHER

ENTERTAIN

CONNECT

UNITE

OFFER

**AGIR** ✨

## **WOMEN@NRJ\_GROUP**

The purpose of the programme is to promote female empowerment



## **TAKING ACTION FOR THE PLANET**

Signatory to the climate compact



# 4 LEADING MEDIA BRANDS IN THE FRENCH CULTURAL LANDSCAPE

RADIO-AUDIO TV-VIDEO INFLUENTIAL EVENTS

## MORE THAN 8 IN 10 FRENCH PEOPLE

NEARLY 46 MILLION FRENCH PEOPLE GET THEIR ENTERTAINMENT  
FROM OUR MEDIA BRANDS EVERY MONTH



01

**THE NRJ GLOBAL OFFER**  
GOOD VIBES ONLY







# NRJ 12

## 100% GOOD VIBES BENCHMARK TV PROGRAMME BRANDS

### FICTIONS

ORDINARY FAMILIES...  
OR ARE THEY?



### SITCOMS

100% TONGUE-IN-CHEEK  
HUMOUR



### FILMS

BREATHTAKING  
THRILLS



### ENTERTAINMENT

NEW TERRITORIES AND  
A NEW BRAND





# CHÉRIE 25

## BOLD AND UNIQUE PROGRAMMING

### SERIES

CRITICALLY ACCLAIMED QUALITY BRITISH PRODUCTIONS



### FILMS

A DIFFERENTIATING OFFER WITH CHALLENGING NARRATIVES



### MAGAZINE SHOWS & INTERVIEWS

EXCEPTIONAL STORIES OF INSPIRING WOMEN





# NRJ HITS

**THE BEST FRENCH AND INTERNATIONAL MUSIC VIDEOS**



**NO. 1 THEMATIC MUSIC CHANNEL <sup>(1)</sup>  
AND IN THE TOP 10 THEMATIC CHANNELS ON TARGET GROUPS <sup>(2)</sup>**

Médiamétrie Médiamat Thématik, audience on day of viewing, Period 45 [January-June 2023], Mon-Sun, 3am-3am. (1) Ranking average audience 4+.

(2) On following targets: 25-49, 25-59, Women responsible of purchases <-50, Women responsible of purchases with children aged 0-14, 15-34.



# THE VIDEO HUB

NRJ GROUP CONTENT



The NRJ12 & CHERIE25  
channel platform

**A seamless, customised experience**



Our **media brands and major events**  
on Youtube

**You can find** excerpts from radio programmes, reviews, live shows, interviews and original content **on the various Youtube channels.**



OUR COMMITMENTS TO  
**GIVING BRANDS A VOICE**

**PROMINENCE**

**SIMPLIFIED**

**EFFECTIVENESS**

**CSR**



**ADVICE**



# NRJ GLOBAL, YOUR ADVERTISING PARTNER

PROVIDES AN APPROPRIATE RESPONSE  
TO ALL MEDIA ISSUES

## PROMINENCE



### PASS **PRIORITY**

MANAGE YOUR CAMPAIGNS, CONTROL  
YOUR CONTEXTS WITH 100% SERVICE

### **SPONSORSHIP**

3 EMERGING PACKAGES  
AND YOUR BILLBOARD UP TO 12 SECONDS

### **NATIVE AD BREAKS**

3 PREMIUM POSITIONS  
TO HIGHLIGHT YOUR COMMITMENTS

## SIMPLIFIED

### **2 PURCHASING METHODS IDENTIFIED**

### **TV TARGET PACKS**

EFFECTIVELY TARGET  
SPECIFIC AUDIENCES WITH  
AFFINITY-BASED OFFERS

### **CONVERSION COEFFICIENT**

## ADVICE

### **EXPERTISE**

&

### **DEDICATED SERVICES**

# BETTER COMMUNICATION FOR MORE RESPONSIBLE ADVERTISING

## GET INVOLVED



MORE ENVIRONMENTALLY RESPONSIBLE PRIZES

SPECIFIC BUSINESS TERMS AND CONDITIONS\*

WORKING GROUP DEDICATED TO THE SALES HOUSE

ECO-PRODUCTION AND ECO-DIGITAL CHARTER

TRAINING

83% OF EMPLOYEES TRAINED



## PROMOTE

A UNIQUE SPACE DEDICATED TO COMMITTED BRAND COMMUNICATIONS

NATIVE GREEN

NATIVE CORPORATE

NATIVE MADE IN FRANCE

## TAKE ACTION

MEASURE



THE BENCHMARK CARBON CALCULATOR FOR LINEAR AND REPLAY TV ADVERTISING CAMPAIGNS

ECO-DIGITAL CHARTER



LOWER WEIGHT OF VIDEO TECH SPECS

*\*Propose **SPECIFIC BUSINESS TERMS AND CONDITIONS**, taking schedule availability into account, for information campaigns by public authorities and charities (excluding charities linked to advertisers or advertiser associations), to promote responsible practices and the use of less polluting products.*

*NRJ Global, in an effort to reduce the environmental footprint of its activities, has taken action since 1st January 2023, by reducing the weight of all its technical specifications – while maintaining the quality of the advertising experience – with a view to helping reduce the carbon impact of the broadcasting of direct procurement digital advertising campaigns.*

# PERSONALISED ADVICE FOR BRANDS

FROM ANALYSING YOUR CHALLENGES TO MEASURING YOUR PERFORMANCE

## OUR 5 SUPPORTING PILLARS

### SOCIETAL

Understanding the expectations and desires of working people aged 25-54

**MOODS'N  
moves**

### CREATIVE DRIVERS

X

  
**listen&feel**  
LES FOUVOIRS DE L'IDENTITÉ SONORE

### EFFECTIVENESS

Awareness, consideration and intention benchmarks.

### DRIVE TO WEB

Insights into peak connections, e-commerce transactions.

### ROI

Insights  
Radio-TV-Audio Digital  
Sector/media optimisation<sup>(2)</sup>

### QUICK INSIGHTS

From €6,000

### ANALYSIS & CONSULTING

including **Strategic Advice<sup>(1)</sup>** with

**Storymind**

From €15,000

### CREATION

From €3,000

**SPOT  
MACHINE**  
AGENCE & STUDIO DE CREATIVITÉ

### PRE-TEST

From €8,000

**insights  
panel**

### POST-TEST

From €7,000

**insights  
panel**

### DTW MEASUREMENT

From €8,000

**Realytics**

### SHOPPER IMPACT

From €20,000<sup>(3)</sup>

**KANTAR**

### ROI x CSR MMM

From €28,000<sup>(4)</sup>

**CSA**  
CONSUMER  
SCIENCE &  
ANALYTICS

The budgets quoted are net of VAT - Please contact us at [etudes@nrjglobal.fr](mailto:etudes@nrjglobal.fr) for a personalised budget estimate based on your brief. <sup>(1)</sup>Analysis focused on the communication envisaged. <sup>(2)</sup>Subject to sector feasibility. <sup>(3)</sup>Scope: FMCG and ready-to-wear sectors, 4 impact indicators (value, volume, recruitment and retention) for total campaign and media target. Subject to measurement feasibility. <sup>(4)</sup>Indicative minimum budget (for FMCG products), 1 advertising campaign, 1 product, 1 model.

# CREATIVITY TO GIVE BRANDS A VOICE



**CREATIVE QUALITY**

CONTRIBUTES  
NEARLY

**50% OF MEDIA IMPACT (1)**



**4 X MORE SALES**

IN THE SHORT TERM FOR  
ADVERTISING THAT GENERATES

**POSITIVE EMOTIONS (2)**



# 02 COMMUNICATION SOLUTIONS



# THE STARTER PACK TO SIMPLIFY ACCESS TO OUR MEDIA

## TURNKEY ACTIVATION FOR NEW ADVERTISERS\*

Support  
from the creation to the broadcasting of your  
advertisement  
from:

€50,000  
net excl. VAT

on our radios



€20,000  
net excl. VAT

on our channels



OR  
our digital environment



## ADVICE

Benefit from tailor-made  
sectoral advice

Build  
effective media plans, optimised  
for your targets.

OPTION

Enhance the **control of your KPIs**  
with our **Quick insights**



## CREATION

Make the most of Spot Machine's expertise:

Creation of a radio or TV spot,  
audio or billboard

OPTION

Creating your **sound identity**



## EFFECTIVENESS

Quantify the carbon footprint of your plan

OPTIONS

Integration of an effectiveness pre-test  
for your spot

Measure **the effectiveness of your spot\*\***:  
image, prominence, consideration...

\* Any advertiser that has not communicated on a television channel or radio station marketed by NRJ GLOBAL in 2022 and 2023, but that appears on a television channel marketed by NRJ GLOBAL in 2024, may take advantage of the Starter Pack by NRJ GLOBAL offer.

\*\* Post-test option available, subject to feasibility, based on the target and sufficient coverage rate. Option prices on request.

# NATIVE AD BREAKS TO HIGHLIGHT YOUR COMMITMENTS

BENEFIT FROM A SHOWCASE DEDICATED TO COMMITTED BRANDS WITH A UNIQUE PREMIUM AD BREAK

If your spot is classified in the Kantar CSR nomenclature or mentions an environmental label approved by Ademe,  
NATIVE AD BREAKS ARE MADE FOR YOU, available in 3 versions:

**NATIVE GREEN**

THEMES  
ENVIRONMENT



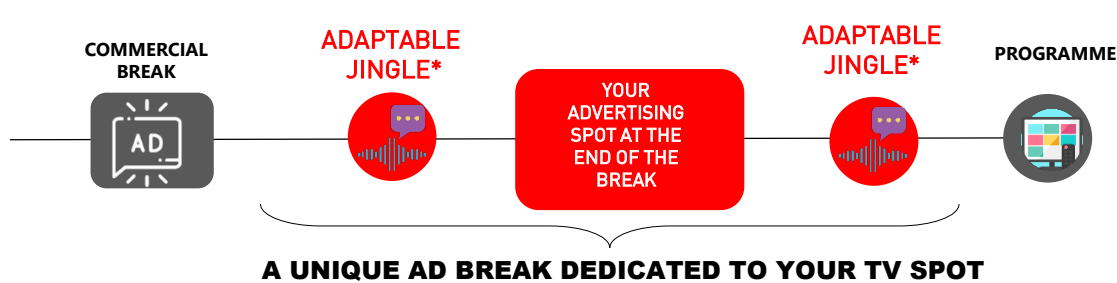
**NATIVE CORPORATE**

THEMES  
QUALITY OF LIFE AND  
WORKING CONDITIONS



**NATIVE MADE IN FRANCE**

THEMES  
LOCAL DEVELOPMENT

**OPTION**

**EFFICIENCY MEASUREMENT\*\***

Image, Prominence, Consideration...

Native packages are reserved for spots classified in the Kantar CSR nomenclature, spots featuring or mentioning a label approved by ADEME and featured on [www.ademe.fr/labels-environnementaux](http://www.ademe.fr/labels-environnementaux) in the case of Native Green, spots featuring an *Origine France garantie*, *Service France garanti*, *Appellation d'Origine Contrôlée* (AOC or designation of origin) label in the case of Native Made in France, or any other official label. Eligibility criteria are subject to change. NRJ GLOBAL may require the advertiser, prior to the campaign, to provide proof that this official label has been awarded. Subject to validation by the station and NRJ Global. The Native ad break is reserved for spots of 15 to 40 seconds. NRJ GLOBAL will manage the media-planning, subject to schedule availability. This plan is subject to the pricing of special campaigns and screen overlays (+25% on the Gross Price of the relevant advertisements).

\*From €4,000 Net excl. VAT \*\* Post-test option available, subject to feasibility, based on the target and sufficient coverage rate. Contact us for price.

# SPECIFIC PACKS TO STAND OUT

## WITH AFFINITY-BASED TARGETING AND 100% PREFERENTIAL POSITIONS

### PREMIUM



**FICTION, FILMS & SERIES** *100% PRIME TIME PREMIUM PROGRAMMES 100% PP*

**8 GRP AB+ INDIVIDUALS**  
**6 GRP 25-49 AB+**



**€17,000 NET BILLINGS**  
**EXCL. VAT**

*30-second basis*

### YOUNG



**SITCOMS, SERIES, ENTERTAINMENT and HITS** *AFFINITY-BASED PROGRAMMING 100% PP*

**9 GRP INDIVIDUALS AGED 15-34**



**€20,000 NET BILLINGS**  
**EXCL. VAT**

*30-second basis*

### GENTLEMEN



**BLOCKBUSTERS, ENTERTAINMENT, SITCOMS AND SERIES** *AFFINITY-BASED PROGRAMMING 100% PP*

**10 GRP MEN AGED 25-59**  
**9 GRP MEN AGED 25-49**



**€20,000 NET BILLINGS**  
**EXCL. VAT**

*30-second basis*

The above conditions will be adjusted based on the period indices specific to the PREMIUM, YOUNG and GENTLEMEN PACKS according to the table below, depending on schedule availability

PERIOD	P 1	P 2	P 3	P 4	P 5	P 6
DATES	from 01/01/2024 to 03/03/2024	from 04/03/2024 to 12/05/2024	from 13/05/2024 to 07/07/2024	from 08/07/2024 to 18/08/2024	from 19/08/2024 to 22/12/2024	from 23/12/2024 to 31/12/2024
ADJUSTMENT	100	120	140	100	160	100

# SPONSORSHIP

TO ASSOCIATE YOUR BRAND WITH OUR FLAGSHIP PROGRAMMES

BENEFIT FROM PRIME TIME POWER AND  
THE MULTIPLICATION OF CONTACT POINTS WITH YOUR TARGETS

**N2i** FULL  
PRIME



AMONG 25-49 AGE  
GROUP



OVER 4 WEEKS  
550 advertisements  
estimated



103 GRP

€60,000 NET BILLINGS EXCL.

*Chérie*  
25 FULL  
PRIME



AMONG 35+ WOMEN  
OVER 4 WEEKS



500 advertisements  
estimated



161 GRP

€40,000 NET BILLINGS EXCL.

BENEFIT FROM THE POWER OF  
US SITCOMS

**N2i** YOUNG  
PACK



AMONG 15-34 AGE  
GROUP



OVER 4 WEEKS  
400 advertisements  
estimated



50 GRP

€50,000 NET BILLINGS EXCL.

# RADIO, TV AND AUDIO SPONSORSHIP PACKAGE TO RAISE YOUR PROFILE WITH THE CHÉRIE BRAND



## CHÉRIE FM MORNING SHOW

124 ADVERTISEMENTS / 50 GRP WOMEN AGED  
35-59  
A DAILY CONTACT POINT ON THE FAVOURITE  
PROGRAMME OF FEMALE LISTENERS



## CHÉRIE 25 FULL PRIME PACK

508 ADVERTISEMENTS / 108 GRP WOMEN AGED  
35-59  
PRESENCE WITHIN CHÉRIE 25'S PREMIUM  
PROGRAMMING



## CHÉRIE FM 100% AUDIO REPLAY PACK

150,000 IMPRESSIONS  
PRE-ROLL EXCLUSIVELY ON CHÉRIE FM AUDIO  
REPLAYS

4-WEEK  
CAMPAIGN

632 ADVERTISEMENTS  
ESTIMATED

14 M

RADIO & TV CONTACTS  
AMONG WOMEN AGED 35-59

€48,000 NET BILLINGS EXCL.

03

**TELEVISION**  
PRICING AND  
BUSINESS TERMS AND  
CONDITIONS



# TWO PURCHASING METHODS TO MEET YOUR OBJECTIVES

NRJ GLOBAL offers two methods for advertisers and their agents to purchase traditional advertising space on NRJ's three television channels:

- Going Rate
- Purchasing at guaranteed Net GRP Cost: FLEXI PACK

An advertisement campaign cannot combine these two purchase methods. Purchases can be made using the two purchase methods simultaneously, but they will be treated as two different campaigns. Reservation of an advertising campaign will be subject to prior signature of a contract between NRJ GLOBAL and the advertiser and/or its agent, for all methods of TV advertising space purchase.



## **GOING-RATE PURCHASING (CHAPTER 03.1)**

CHOOSE YOUR COMMUNICATION PLAN

**PREMIUM PURCHASE**

Purchasing advertisement space at the Going Rate allows the advertiser or agent to choose the commercial breaks in which the spot will be broadcast, according to schedule availability.

The PRIORITY TV PASS guarantees the breaks requested.

The gross prices applicable to the going-rate purchasing method are available at [www.nrjglobal.com](http://www.nrjglobal.com). Purchases at the Going Rate, including PRIORITY TV PASS, are subject to the Pricing and Business Terms and Conditions set out hereafter (chapters 03.1 and 03.3).

Purchases at the Going Rate will take precedence in NRJ GLOBAL's scheduling over purchases at the Guaranteed Net GRP Cost, provided that the space is reserved at least three weeks before the first day of the campaign.

PRIORITY TV PASSES will be managed as a priority within the NRJ Global schedule.



## **FLEXI PACK: PURCHASING AT GUARANTEED NET GRP COST (CHAPTER 03.2)**

GUARANTEE YOUR PERFORMANCE

**PRODUCTIVITY PURCHASE**

Purchasing traditional advertisement space at Guaranteed Net GRP Cost, or FLEXI PACK, allows the advertiser or agent to entrust the campaign to NRJ GLOBAL while ensuring that a number of criteria are met.

With a FLEXI PACK purchase, the scheduling of spots is carried out solely by NRJ GLOBAL and changes may be made to the campaign spots at any time.

FLEXI PACK is subject to the Pricing and Business Terms and Conditions set out hereafter (chapters 03.2 and 03.3)

# CONVERSION COEFFICIENT

Extract from the SNPTV, UDM and UDECAM press release of 27/06/2023:

*“The first stage of this transformation is underway, with the extension of the scope of measurement to all French households from 1<sup>st</sup> January 2024.*

*With this in mind, SNPTV, UDECAM and UNION DES MARQUES have agreed on a methodology for evaluating audiences in 2023 on a France-wide basis, in order to continue monitoring purchases and making comparisons with 2023.*

*The aim was to help all players in our market gain a better understanding of the breakthrough in audience measurement, by objectively determining the conversion coefficients together”*

Examples of ratios\* to be applied to GRP 2023 for a switch to a France-wide basis:

TARGET	RATIO TO BE APPLIED TO 2023 GRP*
<b>15-49 age group</b>	<b>0.88</b>
<b>25-34 age group</b>	<b>0.85</b>
<b>25-49 age group</b>	<b>0.88</b>
<b>25-59 age group</b>	<b>0.90</b>
<b>35-59 age group</b>	<b>0.92</b>
<b>35 and over</b>	<b>0.94</b>
<b>Women Responsible for Purchases aged 15-49</b>	<b>0.87</b>

Source: Médiamétrie, Ratios as of 14 09 2023

For other targets, please contact us.

NRJ Global will apply the following methodology to convert the “TV-equipped” 2023 GRP costs into “France-wide” GRP costs for a given target:

A conversion coefficient\*\* will be applied to the 2023 GRP cost to determine a France-wide equivalence, as described below.

Example for the 25-59 age group (Médiamétrie ratio as of 14/09/23 of 0.90)\*\*:

“TV-equipped” 2023 GRP Cost	X	target conversion coefficient <sup>(1)</sup>	=	“France-wide” 2023 GRP Cost
<sup>(1)</sup> conversion coefficient 25-59 age group = $\frac{1}{0.90^*}$ = 1.11				

\*\*The ratios to be applied to the 2023 GRPs for switching to a France-wide basis presented above are given for illustrative purposes: the conversion coefficient detailed above is not contractually binding.

Please contact us for the latest exact value of the ratio communicated by Médiamétrie and the corresponding conversion coefficient.

\*The ratios are calculated based on the “TV-equipped” and “France-wide” reference populations provided by Médiamétrie in May 2023. This ratio corresponds with a recalculation of the 2023 GRPs on a France-wide basis, which does not include the measurement of digital screens at home and TV consumption by non-TV-equipped viewers, which will be taken into account in 2024.

\*\*The conversion coefficients by target will be updated according to changes in population communicated later by Médiamétrie.

03.1

**PURCHASES AT GOING RATE**  
CHOOSE YOUR TV  
COMMUNICATION PLAN



# 2024 PRIORITY TV PASS

## PRIORITY ACCESS TO SCHEDULING

### 100% SERVICE\*

Compliance with the requested plan during peak demand periods\*

### SPOT-TO-SPOT PURCHASING

A high-quality traditional TV plan with context control

### CHOICE OF COMMUNICATION TARGETS\*\*

### EARLY SCHEDULING RESPONSE

Within 48 hours maximum\*\*\*

### 20% PP INCLUDED\*\*\*\*

An emergent PP4 plan



**PASSPRIORITY**

The PRIORITY TV PASS is a marketing method reserved exclusively for Going-Rate campaigns, and will be granted to campaigns that comply with a specific negotiation framework.

**PRIORITY PASS purchases, in NRJ Global's scheduling, will take precedence** over all other purchasing methods, at the Going rate or Guaranteed Net GRP Cost, provided the reservation is made at least four weeks before the first day of the campaign.

The PRIORITY PASS allows the advertiser or agent to choose the commercial breaks in which the spot will be broadcast, according to schedule availability.

The **first 10 reservation requests for each month will be guaranteed to comply with the plan received by NRJ Global**, provided the brief is received one month or more before the start of the campaign.

The **guaranteed (spot-to-spot) plan will be the plan returned by NRJ Global within the specified period, i.e. two working days\*\*\*, after the brief is received.**

The application and the rotation schedule for PRIORITY TV PASS will be guaranteed for the 48-hour period after being sent to the advertiser or its agent; if confirmation is not received within 48 hours, the space will again be made available to NRJ Global for any other campaign.

**All PRIORITY TV PASS reservations must be requested directly from NRJ Global** (usual sales contact or [passpriority@nrjglobal.com](mailto:passpriority@nrjglobal.com)) and will be subject to **approval by the sales house.**

The PRIORITY TV PASS can be purchased in addition to all or part of a traditional TV campaign, and is covered by a separate Purchase Order.

The PRIORITY TV PASS cannot be used as part of annual agreements. The billings generated in connection with the PRIORITY TV PASS are considered as part of the Gross Billings used in the calculation of discounts.

\*Subject to schedule availability. The guaranteed plan will be the plan returned by NRJ Global within the specified period. With the exception of the first 10 reservation requests for each month, which will be guaranteed to comply with the plan received by NRJ Global, provided the request is received one month or more before the start of the campaign.

\*\* From among the Médiamétrie targets available in the NRJ Global schedule.

\*\*\*48 hours: Two working days if the brief is received before 4pm, and three working days if it is received after 4pm.

\*\*\*\*The proportion of Preferential Positions is based on the number of advertisements or the Gross Price or the GRP (to be specified when signing the Purchase Order).

# STAND OUT

## WITH PROMINENT POSITIONS

### 1 SURCHARGES

All surcharges stated below (1.1 to 1.4) apply to the Gross Price of the given advertisement.

#### 1.1 Preferential positioning in a commercial break

+20 % for the **1st or last** slot in the break (PP2)

+15 % for the **2nd or second-last slot** in the break (PP4)

+10 % for **any other preferential position** in the break (PP6)

#### 1.2 Multiple brand and/or multiple announcer reference and display

A surcharge will be applied for every campaign:

- Displaying or referring to one or more products or brands of any other advertiser in the same spot,
- Displaying or referring to, in the same spot, one or more products or brands of the same advertiser and falling under different industry codes,
- Referring to a social network and/or displaying a social network's logo in a spot <sup>(1)</sup>.

The surcharge applied to the Gross Price for the relevant advertisement will be:

+20 % if the display and/or reference time is **equal to or less than 3 seconds**,

+30 % if the display and/or reference time is **greater than 3 seconds**.

(1) "Social network" refers to all websites that allow the creation of a network of friends and personal or business acquaintances, and offer their members tools and interfaces for interactions, introductions and communication.

#### 1.3 Multiple spots in the same break:

+15 % on the **longest** spot

#### 1.4 Special campaigns, screen overlays

+25 % on the relevant advertisements

# PREFERENTIAL TERMS BY CATEGORY

## 2 PRICE REDUCTIONS

The reductions stated below (2.1 to 2.6) **apply to the Modified Gross Price** of the relevant campaigns. Each **reduction is applied net of any other discount or reduction** stated in these Television 2024 Pricing and Business Terms and Conditions, with the exception of the Standard Discount which is applied successively to these reductions.

### 2.1 GOVERNMENT INFORMATION CAMPAIGNS AND MAJOR NATIONAL CAUSES

**-30%** for any campaign endorsed by the French Governmental Information Service (SIG) or classified as a "major national cause".

### 2.2 Generic campaigns

**-20%** for any advertisement campaign classified as a generic campaign by NRJ GLOBAL after analysis of the application.

### 2.3 Audio/Video/Print publishing campaigns

**-25%** for any advertisement campaign for music, audiovisual media (DVD, VOD, etc.), paper publications and their later instalments <sup>(1)</sup>.

<sup>(1)</sup> The codes for these sectors are available at [www.nrjglobal.com](http://www.nrjglobal.com) or upon request from NRJ GLOBAL.

### 2.4 Cinema campaigns

Campaigns relating to the release of cinema films may benefit from a reduction of:

**-25%** for films with a budget **greater than or equal to €7 million** <sup>(2)</sup>

**-30%** for films with a budget of **less than €7 million** <sup>(2)</sup>

<sup>(2)</sup> The advertiser will have to provide proof of the film's budget.

### 2.5 New Advertiser Campaigns

**-40%** for any campaign by an advertiser who has not advertised on a television channel marketed by NRJ GLOBAL in 2022 and 2023.

This reduction is applied to the Modified Gross Price for all of the advertiser's 2024 campaigns. An advertiser that has changed its company name or trading name in 2024 will not be considered a new advertiser.

### 2.6 SME-SMI campaigns

**-40%** for Small and Medium-sized Businesses <sup>(3)</sup> undertaking to invest in 2024 minimum Gross Billings of €10,000 on 2 or 3 channels marketed by NRJ GLOBAL, including at least 10% on the least invested channel.

This reduction is applied to the Modified Gross Price for all of the advertiser's 2024 campaigns.

<sup>(3)</sup> Any advertiser or group of advertisers that had a consolidated turnover of less than €50 million in 2023 can obtain this reduction as long as they present documents certifying the turnover and, consequently, their classification as an SME/SMI. These documents must be submitted to NRJ GLOBAL at least two weeks prior to the airing of the first advertisement. An advertiser that had a turnover of under €50 million in 2023 but is member of a group with a 2023 turnover of over €50 million cannot avail of this reduction.

# PREFERENTIAL TERMS


## BY INVESTMENT LEVEL


### 3 VOLUME DISCOUNT


The Volume Discount applies to the Gross Billings for a campaign. The Standard Discount is applied successively to the Gross Billings after deduction of the Volume Discount.

The Volume Discount applies to any advertiser investing minimum Gross Billings of €100,000 on NRJ12, €90,000 on CHÉRIE 25 and €25,000 on NRJ HITS in traditional advertising space.

The Volume Discount is given according to the scales below:

	
2024 Gross Billings NRJ 12	NRJ 12 applicable discount
<b>From €100,000</b>	<b>-4%</b>
<b>From €200,000</b>	<b>-6%</b>
<b>From €400,000</b>	<b>-8%</b>
<b>From €800,000</b>	<b>-10%</b>
<b>From €1,600,000</b>	<b>-12%</b>
<b>From €3,200,000</b>	<b>-14%</b>
<b>From €6,400,000</b>	<b>-16%</b>

	
2024 Gross Billings CHÉRIE 25	CHÉRIE 25 applicable discount
<b>From €90,000</b>	<b>-4%</b>
<b>From €180,000</b>	<b>-6%</b>
<b>From €300,000</b>	<b>-8%</b>
<b>From €540,000</b>	<b>-10%</b>
<b>From €1,080,000</b>	<b>-12%</b>
<b>From €2,160,000</b>	<b>-14%</b>
<b>From €4,320,000</b>	<b>-16%</b>

	
2024 Gross Billings NRJ HITS	NRJ HITS applicable discount
<b>From €25,000</b>	<b>-4%</b>
<b>From €50,000</b>	<b>-6%</b>
<b>From €100,000</b>	<b>-8%</b>
<b>From €200,000</b>	<b>-10%</b>
<b>From €400,000</b>	<b>-12%</b>
<b>From €800,000</b>	<b>-14%</b>
<b>From €1,600,000</b>	<b>-16%</b>

Advertisers with an annual volume commitment for 2024 receive the discount that matches the annual commitment given at the start of 2024.

Annual commitments giving rise to the Volume Discount must be formalised no later than 1st March 2024 or within two (2) months of the start of the communication period.

If the volume commitment is not met, NRJ GLOBAL will invoice for the difference between the conditions agreed under the letter of commitment and these Pricing and Business Terms and Conditions.

In the absence of a signed annual contract, the advertiser will be offered a one-time contract. Signature of this contract will give rise to the Volume Discount, which will be applied to each campaign flight and determined on the basis of the Gross Billings (excl. VAT) generated under this one-time contract.

03.2

FLEXI PACK: PURCHASES AT  
GUARANTEED NET GRP COST

GUARANTEE YOUR  
PERFORMANCE



# PURCHASING CONDITIONS

## FLEXI PACK TV

### 1 DEFINITION OF GUARANTEED NET GRP COST

NRJ GLOBAL and the advertiser or agent will agree together on a 30-second 100 Baseline Guaranteed Net GRP Cost for a target audience chosen from the list in section 3 below. This method is also known as the 100 Baseline or Guaranteed Net GRP Cost.

This 100 Baseline Net GRP Cost will act as the benchmark on which NRJ GLOBAL sells the advertisement space as part of the FLEXI PACK purchases, and it will be established jointly with the advertiser before their first campaign. Once jointly established, the 100 Baseline will be adjusted by means of an index system based on the media-planning options selected by the advertiser at the time of the campaign's reservation.

The index tables, set out in sections 4–8, will adjust the 100 Baseline Guaranteed Net GRP Cost according to options relating to channels, periods, time slots, preferential positioning and Guaranteed Net GRP Cost offers (also known as GLOBAL Offers).

NRJ GLOBAL reserves the right to modify any of the indices or target segments below during the year. Modifications will be notified at least two weeks before they take effect. If NRJ GLOBAL modifies any of the indices and/or target segments, the campaign cancellation conditions may be modified for the campaigns directly affected by the new indices and/or target segments.

At the time of invoicing, NRJ GLOBAL will invoice on the basis of GRP attained in its scheduling tools, with the GRPs expressed to within 4 decimal places. The GRPs, derived from NRJ GLOBAL's scheduling tools, will be used in the calculation of the 30-second Net GRP Cost and the Net Billings.

Advertisement campaigns purchased under the FLEXI PACK plan will be invoiced monthly according to the GRPs attained at the time the invoice is drawn up. Once the invoice is drawn up, it will not be adjusted to take into account any target audiences reached via deferred programming.

### 2 ACCESS AND RESERVATION CONDITIONS

The 30-second 100 Baseline Guaranteed Net GRP Cost and its conditions of application must be established and accepted by both NRJ GLOBAL and the advertiser or agent before the reservation of the advertisement campaign.

FLEXI PACK purchases may be guaranteed for campaigns with a duration greater than or equal to 14 consecutive days, a budget greater than or equal to €8,000 net excluding VAT, and a brief received 1 month prior to the broadcast of the first spot.

If all 3 of these conditions are not met, NRJ GLOBAL shall not be bound to comply with the criteria in the brief.

Reservation applications for campaigns purchased at Guaranteed Net GRP Cost should be sent to NRJ GLOBAL's scheduling department during the open scheduling periods (see Chapter 03.3) and no later than one month before the commencement of the campaign.

NRJ GLOBAL will provide advertisers and their agents with an instructions document for all traditional advertisement campaigns purchased at Guaranteed Net GRP Cost. The instructions must be filled in and returned to NRJ GLOBAL by the stated deadline (see section 8 below) in order to book the campaign and inform NRJ GLOBAL of the advertiser's media-planning criteria.

Furthermore, NRJ GLOBAL will also supply advertisers and agents with a document (known as the simulator) that simulates the application of indices on the 30-second 100 Baseline Net GRP Cost.

The brief and simulator documents are available at [www.nrjglobal.com](http://www.nrjglobal.com); however, they may be modified over the course of the year. Said documents are under no circumstances contractual. Any reservation application is subject to confirmation by NRJ GLOBAL.

The advertisement schedule brief under the FLEXI PACK plan must be promptly submitted via Popcorn or the NRJ GLOBAL brief.

NRJ GLOBAL shall comply with the 100 Baseline Guaranteed Net GRP Cost and make every effort to observe the media-planning criteria stated by the advertiser or agent at the time of the reservation, insofar as schedule availability allows.

Based on schedule availability, NRJ GLOBAL may modify the distribution of the advertiser's criteria by +/- 5 points. NRJ GLOBAL may suggest a new distribution of the stated criteria to the advertiser or agent.

NRJ GLOBAL may not be held responsible for respecting the constraints if the reservation rules have not been complied with.

NRJ GLOBAL may interrupt an advertisement campaign that is under way before its scheduled end date if the Net Billings have been reached. The campaign may be extended once the advertiser and/or agent agrees to new Net Billings.

NRJ GLOBAL undertakes to remain within an invoicing ceiling of +3% of the Net Billings indicated in the brief transmitted by the advertiser or its agent. Invoicing shall therefore be made in line with this ceiling limit.

NRJ Global will only apply this invoicing ceiling of +3% of the net billings indicated in the brief for the invoicing of campaigns meeting the following 3 conditions: campaign of a duration greater than or equal to 14 consecutive days, with a budget greater than or equal to €8,000 net excluding VAT and a brief received 1 month before the broadcasting of the first spot.

The commercial discount set out in the Business Terms and Conditions for Going Rate Purchases does not apply to purchases at Guaranteed Net GRP Cost. Nevertheless, amounts invested by an advertiser at Guaranteed Net GRP Cost will be accounted for under Gross Billings when considering the application of the Volume Discount.

# PURCHASING CONDITIONS

## FLEXI PACK TV

### 3 GUARANTEED TARGET AUDIENCES

Purchases at Guaranteed Net GRP Cost are available for the following target audiences, broken down into three groups referred to as "SEGMENTS".

NRJ GLOBAL is exclusively responsible for the channel distribution within the SEGMENTS.

FULL TV SEGMENT	TW IN SEGMENTS	NRJ SEGMENT
<b>15-49 age group</b>	<b>25-59 age group</b>	<b>25-34 age group</b>
<b>25-49 age group</b>	<b>35-59 age group</b>	<b>Women aged 15-34</b>
<b>35-49 age group</b>	<b>35 and over</b>	<b>Women aged 25-34</b>
<b>Women aged 15-49</b>	<b>50 and over</b>	
<b>Women aged 25-49</b>	<b>Women aged 35-59</b>	
<b>Women aged 25-59</b>	<b>Women aged 35+</b>	
<b>Women aged 35-49</b>	<b>Women aged 50+</b>	
<b>Women Responsible for Purchases aged 15-49</b>	<b>Women Responsible for Purchases aged 25-59</b>	
<b>Women Responsible for Purchases, with Child(ren) aged 0-14</b>		
<b>Women Responsible for Purchases, with Child(ren) aged 0-24</b>		
<b>Individuals in charge of Purchases aged 15-59</b>		

For other targets and conversion coefficients by target, please contact us.

# PURCHASING CONDITIONS

## FLEXI PACK TV

### 4 CHANNEL INDEX

The advertiser's choice of a target audience, and therefore a target SEGMENT, opens up access to our channels according to the table below:

CHANNEL	FULL TV SEGMENT	TW IN SEGMENT	NRJ SEGMENT
<b>NRJ 12</b>	✓	✓	✓
<b>CHÉRIE 25</b>	✓	✓	
<b>NRJ HITS</b>	✓		✓

NRJ GLOBAL is exclusively responsible for the channel distribution within the SEGMENTS.

A channel that is not available to a target SEGMENT cannot be added.

If there is no net billings investment on one of the SEGMENT channels in the advertiser's brief:

The indices per channel will be applied to the 100 baseline according to the index table opposite

CHANNEL	CHANNEL INDEX
<b>NRJ 12</b>	<b>110</b>
<b>CHÉRIE 25</b>	<b>110</b>
<b>NRJ HITS</b>	<b>100</b>

### 5 TIME SLOT INDEX

When making the reservation request, the advertiser shall inform NRJ GLOBAL of the GRP distribution per time slot.

The 100 Baseline will thus be affected by the time slot index as shown in the table below, subject to schedule availability.

TIME SLOT	FULL TV, TW IN & NRJ SEGMENTS
DAY <b>(0300-1799)</b>	<b>90</b>
ACCESS <b>(1800-1999)</b>	<b>130</b>
PEAK <b>(2000-2199)</b>	<b>150</b>
NIGHT <b>(2200-2900)</b>	<b>70</b>

The time slots are established according to the channels' commercial break titles and do not constitute any guarantee whatsoever on the actual broadcast time of the spot.

# PURCHASING CONDITIONS

## FLEXI PACK TV

### 6 PRICE PERIOD INDEX

When making a reservation, the advertiser shall inform NRJ GLOBAL of the dates of the advertisement campaign.

The 100 Baseline will thus be affected by the period index as shown in the table below, subject to schedule availability.

PERIOD	P 1	P 2	P 3	P 4	P 5	P 6	P 7	P 8	P 9
DATES	from 01/01/2024 to 03/03/2024	from 04/03/2024 to 07/04/2024	from 08/04/2024 to 12/05/2024	from 13/05/2024 to 07/07/2024	from 08/07/2024 to 21/07/2024	from 22/07/2024 to 18/08/2024	from 19/08/2024 to 20/10/2024	from 21/10/2024 to 22/12/2024	from 23/12/2024 to 31/12/2024
INDEXES	100	120	115	140	80	70	160	145	100

### 7 PREFERENTIAL POSITION INDICATORS

The reservation of Preferential Positions (PP) for spots will be valued according to the table below:

	GLOBAL OFFER	GLOBAL PLUS OFFER	GLOBAL MAX OFFER
PP 6 <sup>(1)</sup>	105	104	104
PP 4 <sup>(2)</sup>	*	108*	108*
PP 2 <sup>(3)</sup>	*	*	116*

<sup>(1)</sup> PP 6 refers to the first 3 and last 3 positions of a traditional commercial break.

<sup>(2)</sup> PP 4 refers to the first 2 and last 2 positions of a traditional commercial break.

<sup>(3)</sup> PP 2 refers to the first and last positions of a traditional commercial break.

\* Optional criterion: PP 2 and PP 4 will be accessible depending on the GLOBAL offer selected (paragraph 8 below).

The type of PP (PP 6, PP 4 or PP 2) chosen extends throughout the entire campaign. During the reservation request, the advertiser should inform NRJ GLOBAL of the desired weighting of the PP.

The 100 Baseline of the relevant advertisements will thus be affected by the PP index, subject to schedule availability.

# PURCHASING CONDITIONS

## FLEXI PACK TV

### 8 OUR 3 OFFERS FOR GUARANTEED NET GRP COST

For each advertisement campaign, the advertiser may choose media-planning criteria that will determine the available Guaranteed Net GRP Cost OFFER. Each OFFER corresponds with an index level that will adjust the 100 Baseline. The full list of criteria and their associated adjustments are described in the table below.

The offers will take priority in the following order: GLOBAL MAX, GLOBAL PLUS and GLOBAL

	GLOBAL	GLOBAL PLUS	GLOBAL MAX
<b>INDEXES</b>	<b>100</b>	<b>105</b>	<b>108</b>
<b>Maximum peak-time pressure (GRP distribution)</b>	<b>20%</b>	<b>60%</b>	<b>unlimited</b>
<b>Maximum weight of PP <sup>(1)</sup></b>	<b>25%</b>	<b>50%</b>	<b>80%</b>
<b>Deadline for receipt of brief</b>	<b>At least 1 month before campaign start</b>		
<b>QUALITATIVE CRITERIA</b>		<b>+1 OPTION TO BE CHOSEN</b>	<b>+3 OPTIONS TO BE CHOSEN</b>
<b>At least 1 spot at peak time on the first day of the campaign</b>	●	●	●
<b>Detailed rotation schedule</b>		○	●
<b>Campaign start at peak time</b>		○	○
<b>Move to PP 4*</b>		○	○
<b>GRP distribution by period</b>		○	○
<b>Exclusion of a time slot</b>			○
<b>Exclusion of night-time breaks after 2400</b>			○
<b>Move to PP 2*</b>			○
<b>Exclusion of commercial break title ending</b>			○
<b>No two products of same brand advertised in the same break</b>			○

● Criterion available

○ Optional criterion to be selected

<sup>(1)</sup> The choice of PP type (PP6, PP4 or PP2) applies to the entire campaign. \*PP 4 index = 108, PP 2 index = 116

# INDEX APPLICATION

## FLEXI PACK TV

### 9 CALCULATION OF INDEXED NET GRP COST AND NET BILLINGS

100 BASELINE GUARANTEED NET GRP COST  
(also known as 100 BASELINE)

X

**PERIOD index**

X

**TIME SLOT index**

X

**OFFER index**

X

**CHANNEL index**

X

**Preferential Positioning index**

=

INDEXED 30-SECOND NET GRP COST

INDEXED 30-SECOND NET GRP COST

X

**SPOT LENGTH index**

X

**GRPs obtained**

=

NET BILLINGS

# 03.3

## PRICING AND BUSINESS TERMS AND CONDITIONS COMMON TO BOTH TV PURCHASING METHODS



# TV PRICING TERMS AND CONDITIONS

## RATES & FLEXI PACK

Reservation of an advertising campaign will be subject to prior signature of a contract between NRJ GLOBAL and the advertiser and/or its agent, for all methods of TV advertising space purchase and all commercial offers from NRJ GLOBAL.

### 1 CHANNEL GROSS PRICES

The channels' Gross Prices and the spot length index are applicable to both TV campaigns purchased at Guaranteed Net GRP Cost and at the Going Rate.

Tables with the gross prices for channels marketed by NRJ GLOBAL are available on the website [www.nrjglobal.com](http://www.nrjglobal.com) or on request from NRJ GLOBAL. Prices are given as gross amounts before taxes. The 30-second advert acts as the base.

These prices may be revised during the year.

### 2 SPOT LENGTH INDEX

The prices published in the commercial break tables are on a 30-second advert basis.

To find the price for the particular spot, the spot length index matching the spot's duration, as given opposite, should be applied.

Please contact us for the prices of advertisements with durations over 60 seconds or between the durations shown.

Duration in seconds	Length index	Duration in seconds	Length index	Duration in seconds	Length index	Duration in seconds	Length index
5"	43	15"	80	25"	96	35"	141
6"	48	16"	81	26"	97	36"	146
7"	53	17"	86	27"	97	37"	151
8"	56	18"	88	28"	98	38"	156
9"	58	19"	89	29"	99	39"	162
10"	61	20"	92	30"	100	40"	168
11"	64	21"	93	31"	118	45"	191
12"	68	22"	93	32"	122	50"	216
13"	73	23"	94	33"	128	55"	243
14"	76	24"	95	34"	136	60"	275

### 3 STANDARD DISCOUNT: -15%

The Standard Discount is applicable to both Going-Rate and FLEXI PACK campaigns

The Standard Discount is granted to any advertiser that appears on the channels marketed by NRJ Global in 2024. It is applied to the Net Price.

# BILLING CALCULATION – TELEVISION

	GOING RATE	FLEXI PACK
<b>GROSS PRICE</b>		
Surcharges <sup>(1)</sup>		
Preferential position surcharge	✓	
Multiple brand and/or multiple announcer reference and display surcharge	✓	<i>Surcharges integrated directly into adjustments to Guaranteed GRP Costs</i>
Multiple spots in the same break surcharge	✓	
Special Campaigns and Screen overlay surcharge	✓	
<b>MODIFIED GROSS PRICE</b>		
Free space		
<b>- or -</b>		
Price reductions <sup>(2)</sup>		
Governmental campaign reduction	✓	
General-interest campaign reduction	✓	
Publishing/Video/Print Campaign Reduction	✓	
Cinema Campaign reduction	✓	
New Advertiser reduction	✓	
SME-SMI reduction	✓	
<b>- or -</b>		
Adjustment of Guaranteed GRP Cost		✓
<b>GROSS BILLINGS</b>		
Commercial Discount <sup>(3)</sup>		
Volume Discount	✓	
<b>NET PRICE</b>		
Standard Discount <sup>(4)</sup>	✓	✓
<b>NET BILLINGS</b>		

<sup>(1)</sup> All surcharges apply to the same base: the Gross Price; <sup>(2)</sup> All surcharges and price adjustments apply to the same base: the Modified Gross Price; <sup>(3)</sup> The Commercial Discount applies to the Gross Billings. <sup>(4)</sup> The Standard Discount is applied to the Net Price

# 2024 TV ADVERTISEMENT SCHEDULE

## 1 SCHEDULE OPENING

PRICE PUBLICATION <sup>(1)</sup>	PERIODS	OPEN DATES <sup>(1)</sup>	REPLY DATES <sup>(1)</sup>
Tuesday 17 October 2023	1 <sup>st</sup> January–3 March 2024.	Friday 10 November 2023	27/11/2023
05/12/2023	4 March-5 May 2024	12/01/2024	29/01/2024
Tuesday 13 February 2024	6 May-18 August 2024	15/03/2024	Monday 2 April 2024
07/05/2024	19 August–5 November 2024	Friday 31 May 2024	Monday 17 June 2024
25/06/2024	6 November–December 2024	Friday 6 September 2024	23/09/2024

<sup>(1)</sup> Open scheduling periods are for information purposes only, NRJ Global reserves the right not to respect this schedule

## 2 MANDATE CERTIFICATES

Requests for advertisement scheduling must be accompanied by compliant and duly signed certificates of mandates.

The mandate template is available at [www.nrjglobal.com](http://www.nrjglobal.com) or upon request from NRJ GLOBAL.

## 3 SECTOR CODES

The nomenclature of the sector codes is applicable across all channels marketed by NRJ GLOBAL. It is available at [www.nrjglobal.com](http://www.nrjglobal.com) or upon request from NRJ GLOBAL.

## 4 DEFINITION OF TERMS USED FOR BILLINGS

All terms relating to billings as described below are before taxes

- **GROSS PRICE** This refers to the spot length index-weighted prices published by NRJ GLOBAL.
- **MODIFIED GROSS PRICE** This is the “Gross Price” after any surcharges.
- **GROSS BILLINGS** This corresponds with the “Modified Gross Price”, minus any free advertisements and other price reductions and adjustments.
- **NET PRICE** This is “Gross Billings” minus any commercial discounts. Commercial discounts are accumulative.
- **NET BILLINGS** “Net price” minus the Standard Discount.

03.4

TELEVISION  
SPONSORSHIP

BUSINESS TERMS AND  
CONDITIONS



# SPONSORSHIP ON OUR CHANNELS

EMERGENT COMMUNICATIONS UP TO 12 SECONDS



**PREMIUM  
POSITIONS**

## **OUTSIDE THE COMMERCIAL BREAK**

Closest to the programmes with  
affinities to your target



**EFFECTIVENESS\***

## **INTENTION TO BUY: +18 PTS**

Aided awareness: +16 pts Image: +15  
pts



**LONGER  
EXPOSURE**

## **UP TO 12 SECONDS OF REFERENCE**

Option to sponsor our TV programmes with a  
12-second billboard

\*NRJ Global database. TV sponsorship post-tests conducted between 2012 and June 2022.

# TV SPONSORSHIP BUSINESS TERMS AND CONDITIONS

## 1 PRICES

Each TV programme is subject to a unit price.  
Contact NRJ GLOBAL.

## 2 STANDARD DISCOUNT

-15%

The Standard Discount is granted to any advertiser appearing in 2024 on the channels marketed by NRJ GLOBAL. It is applied to the Net Price.

## 3 SPOT LENGTH

An advertiser sponsoring one or more channel programmes may appear in the spot lengths described below.

	TRAILER	BILLBOARD
<b>SPONSORSHIP SPOT LENGTH</b>	6" or 8"	8" or 10" or 12"

04

**DIGITAL VIDEO**  
PRICING AND BUSINESS  
TERMS AND CONDITIONS



# VIDEO RATES & SPOT LENGTHS

## 1 SPOT LENGTH

REPLAY & VIDEO: all video offerings – NRJ, NRJ Play, Chérie FM, Nostalgie, Rire & Chansons and Youtube channels

SPECIFICITY	NET CPT EXCL. VAT
SPOT LENGTH LESS THAN OR EQUAL TO 6 SEC	€8
SPOT LENGTH 7 SEC TO 19 SEC	€11
SPOT LENGTH 20 SEC TO 29 SEC	€13
SPOT LENGTH 30 SEC	€15

Please contact us for other durations.

## 2 SURCHARGES

All surcharges stated below apply to the NET CPT excl. VAT of the relevant advertisement inserts.

TARGETING	NET CPT EXCL. VAT
CONTEXTUAL	from +20%
SOCIO-DEMOGRAPHIC	from +25%
DEVICE	from +20%

OTHER	NET CPT EXCL. VAT
Multiple brand and/or multiple advertiser reference <sup>(1)</sup>	from +25%
Capping <sup>(2)</sup>	from +25%

# WEBSITE\* PRICES & FORMATS

## 1 TRADITIONAL ADVERTS

POSITION	FORMAT	SALES METHOD	NET PRICE EXCL. VAT*
Medium rectangle	300x250	CPT	€4
Wide Angle	300x600	CPT	€5
Mega banner	728x90	CPT	€5
Masthead	970x250	CPT	€8
Mobile banner	320x50	CPT	€5
Tablet banner	468x60	CPT	€5
Giga banner	970x90	CPT	€5
In-app interstitial	320x480	CPT	€12
All IAB formats	Contact us	CPT	€9

Excludes technical costs and ad-serving fees.

## 2 OVERLAY ADVERTS

POSITION	FORMAT	SALES METHOD	NET PRICE EXCL. VAT*
Responsive overlay in general rotation	Contact us	CPT	€12

\*Prices as of 1st January 2024. Offers and prices may be subject to change throughout the year.

05

**TELEVISION**

2024 GENERAL TERMS  
AND CONDITIONS OF SALE



# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

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 1st January 2024 on the NRJ12, Chérie25 and NRJ Hits CHANNELS (hereinafter the "CHANNELS").

The advertisement spaces on the Channels are marketed by NRJ GLOBAL, the exclusive sales house for the Channels.

The signal of the Channels 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 Channels' original signal or related services from France may therefore be retransmitted in all the territories which receive said Channels or services. NRJ GLOBAL also reserves the right, depending on the territories in which the relevant Channels or services are received, to remove if necessary any advertisements included in the signal so as not to infringe the 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 and these General Terms and Conditions of Sale as well as the standard practices regulating advertisements and audiovisual communications.

These General Terms and Conditions of Sale take precedence over any terms and conditions of purchase that the advertiser or agent may use. These Terms and Conditions of Sale will only be subject to particular terms and conditions that have been agreed to as part of special advertisement campaigns and specific offers. Derogation from these Terms and Conditions may also be agreed as part of specific commercial 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.

NRJ GLOBAL may, at any time, modify in whole or in part the 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 of such modifications. These modifications will be published on the aforementioned website.

## APPLICATION OF THE PRICING AND BUSINESS TERMS AND CONDITIONS

Reservation of an advertising campaign on the CHANNELS will be subject to prior signature of a contract between NRJ GLOBAL and the advertiser and/or agent, for all methods of TV advertising space purchase and all commercial offers from NRJ GLOBAL.

Subject to signature of such a contract 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.

- For annual contracts (also called annual agreements):

Annual commitment means a commitment to purchase advertisement space from NRJ GLOBAL for a period of six (6) or more consecutive months, for which broadcasting starts no later than 31 May of the current year and whose amount is final and irrevocable and stated as Net Billings (excl. VAT).

Annual agreements must be formalised no later than 1st March 2024 or within two (2) months of the start of the communication period, and give rise to the Volume Discount (defined in Chapter 03.1 of the 2024 NRJ GLOBAL TELEVISION Pricing and Business Terms and Conditions).

The Volume Discount is applied to the Gross Billings (excl. VAT) over the entire year of 2024.

- In the absence of a signed annual contract:

The advertiser will be offered a one-time contract. Signature of this contract will give rise to the Volume Discount (defined in Chapter 03.1 of the 2024 NRJ GLOBAL TELEVISION Pricing and Business Terms and Conditions), which will be applied to each campaign flight and determined on the basis of the Gross Billings (excl. VAT) generated under this one-time contract.

The Gross Billings (excl. VAT) used to calculate discounts as part of an annual or one-time contract cover traditional advertisements (excluding free ad space and purchases via the auction platform) and the commercial offers published in the Pricing and Business Terms and Conditions, or introduced during the year, except for Premium Packs and Young Packs.

If the advertiser's commitment is not complied with, NRJ GLOBAL will invoice for the difference between the conditions agreed under the contract and the applicable Pricing and Business Terms and Conditions.

# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

This refers to the spot length index-weighted prices published by NRJ GLOBAL.

This is the "Gross Price" after any surcharges.

This corresponds to the "Modified Gross Price", after deduction of any free advertisements and other price reductions and adjustments.

This is "Gross Billings" minus any commercial discounts. Commercial discounts are accumulative.

"Net Billings" is the "Net Price" minus the Standard Discount.

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 TELEVISION Pricing and Business Terms and Conditions 2024, 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 it done on its behalf, for its brands on the Channels, or
- A group of advertisers within 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 by the parent company or by a single entity in the group that is responsible for media buying functions,
  - Consolidation must be effective from 1st January 2024.

Membership to 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. 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.).

No reservations of advertising spaces may be made by an agent on behalf of an advertiser before NRJ GLOBAL has received a compliant and duly signed mandate certificate.

Agents must inform NRJ GLOBAL of the termination of their mandate at least one month before the termination date by registered letter with acknowledgement of receipt.

# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

## ADVERTISEMENT ORDERS AND ADVERT SPACE PURCHASING CONDITIONS

NRJ GLOBAL recommends that the purchase of advertisement space on the Channels be performed through Electronic Data Interchange (EDI), in accordance with the rules 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, 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, 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)).

At the time of the written reservation request, the advertiser or agent must specify the exact product for which the reservation is made and the code corresponding to the product's sector code within the Product Nomenclature applicable at the time of broadcast. The advertiser must also specify the start and end dates for the period during which the advertiser wants its campaign to be transmitted.

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.

This advertisement order must be signed and returned to NRJ GLOBAL at least seven (7) calendar days before the first day of the expected broadcast.

As part of the PRIORITY TV PASS purchase, the advertiser or agent has 48 hours to return the signed advertising order to NRJ GLOBAL: the application and the rotation schedule for PRIORITY TV PASS will be guaranteed for the 48-hour period after being sent to the advertiser or agent; if confirmation is not received within 48 hours, the space will again be made available to NRJ GLOBAL for any other campaign.

The advertisement order must also contain the phrase "agreed and signed." This phrase must be authenticated by the affixing of the advertiser's or agent's stamp, or be in compliance with EDI Publicité rules.

The commercial break titles and codes appearing on the advertisement order are for information purposes only. Except where specifically agreed otherwise by NRJ GLOBAL and 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 desired 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 commercial of the advertisement campaign.

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.

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

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

NRJ GLOBAL must be notified in writing of any cancellation of an advertisement campaign at least thirty-one (31) calendar days before the broadcast date of the advertisement(s) covered by the cancellation request.

The advertisement space that is cancelled will be returned to NRJ GLOBAL.

If the campaign is cancelled after this time limit, the advertiser will remain liable for:

- 50% of the net billings for the cancelled advertisement(s) if the cancellation occurs between thirty-one (31) and fourteen (14) calendar days prior to the broadcast date of the advertisement(s) in question.
- 100% of the net billings for the cancelled advertisement(s) if the cancellation occurs less than fourteen (14) calendar days prior to the broadcast date of the advertisement(s) in question.

Within the context of a pandemic, in the event the national authorities order the restriction of activities, any requests for cancellation will be examined by NRJ GLOBAL.

# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

## CONDITIONS SPECIFIC TO SPONSORSHIPS

### A. Sponsorship conditions

Every sponsorship campaign must be the subject of a specific purchase order.

Sponsorship campaigns are regulated by articles 17 to 20 of Decree No. 92-280 of 27 March 1992, or, if applicable, any new regulations applicable when the sponsorship campaign is broadcast.

All programmes, except televised news and political information programmes, can be sponsored.

Companies that are principally involved in the production and/or sale of alcoholic drinks or tobacco products, or companies that are involved in the publication of television services or on-demand audiovisual media services or the provision of video sharing platform services or the production of audiovisual works may not, under any circumstances, sponsor a programme on the CHANNELS.

Companies that are involved in the production or sale of medication or the supply of medical treatments may sponsor television programmes only to promote their name or image.

The sponsor may be identified by the sponsor's name, logo or other symbol, including by reference to the sponsor's products or services or a distinctive sign.

In the event there are several sponsors of a single programme, the order of reference to the sponsors will be decided by NRJ GLOBAL. NRJ GLOBAL will ensure a fair spread in the sponsor references by means of a regular rotation of sponsorship advertisements around the programmes and/or sponsored promotional trailers.

NRJ GLOBAL's obligation applies solely to the broadcast of sponsorship operations on the CHANNEL(S) mentioned in the sponsorship contract, and excludes any commitment with regard to broadcast schedules and audience performance. Therefore, the sponsor may not seek to obtain any billing adjustments as the result of a change in schedule or day or as a result of audience under-performance.

The Channels reserve the right to broadcast unsponsored promotional trailers in support of the sponsored programme.

The dates, times and lengths of the programme(s) and any promotional trailers, which are the subject of the sponsorship contract, are solely indicative and are not guaranteed.

The Channels and NRJ GLOBAL reserve the right to modify, in whole or in part, the dates, times and lengths of programmes, or to cancel them. Accordingly, the sponsor will not be entitled to make any claim or seek damages from NRJ GLOBAL or the Channels in this regard.

Sponsorship campaigns are separate from the purchase of traditional advertisement space. The Purchaser of a sponsorship campaign has no right of review over the other sponsorships on the channel concerned or over the content of the advertisements broadcast during commercial breaks or promotional trailers.

### B. Provision of prizes

To the exclusion of any other advertiser, the sponsor may participate in the provision of prizes for game shows or game sequences within programmes that are not specifically game shows. In this regard, the Sponsor:

(i) shall bear the cost of the prizes;

(ii) shall assume responsibility for sending the prizes to the winners. The sponsor must then deliver the prizes to the winners no later than three (3) months after their addresses are provided by the CHANNEL. The sponsor shall provide the CHANNEL with a prize tracking file indicating the shipping date, proof of shipment, and the name of the shipping company if applicable.

(iii) undertakes to provide a prize whose value corresponds to the value indicated in the game rules. If the value of the prize provided is less than the value announced in the game rules, the sponsor shall be required to pay to the winner an amount corresponding to the difference in cash.

If the sponsor fails to send prizes beyond this period of three (3) months, the CHANNEL shall take the sponsor's place and deliver the prize or a prize of equivalent value to the winner(s) in question, and shall invoice the corresponding amount (cost of the prize, plus shipping if applicable) to the sponsor.

The sponsor shall indemnify NRJ GLOBAL and the CHANNELS against any action and/or claim brought by any party, especially the winners, by reason of the prizes provided.

# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

## C. Sponsorship option and cancellation

A Purchaser may place a sponsorship option on a programme for a period of fifteen (15) calendar days. If there is no written confirmation of the exercise of the option within that period, NRJ GLOBAL will manage the reserved advertisement space as it sees fit.

Where another advertiser offers to purchase the space outright, the advertiser with the option will have forty-eight (48) hours to exercise its option to sponsor the programme. No options may be placed on a programme that begins within three (3) weeks.

A Purchaser may place a sponsorship option on a programme for a period of fifteen (15) calendar days. If there is no written confirmation of the exercise of the option within that period, NRJ GLOBAL will manage the reserved advertisement space as it sees fit.

Where another advertiser offers to purchase the space outright, the advertiser with the option will have forty-eight (48) hours to exercise its option to sponsor the programme. No options may be placed on a programme that begins within three (3) weeks.

NRJ GLOBAL must be notified in writing of any cancellation of a programme sponsorship no later than twenty-eight (28) calendar days before the broadcast date of the first sponsorship advertisement. The advertisement space that is cancelled will be returned to NRJ GLOBAL. If the sponsorship is cancelled after this time limit, the advertiser will remain liable for the entire amount chargeable for the sponsorship. A sponsorship operation may not be cancelled or shortened during broadcasting, except in the case of a change in programming that results in the termination of the sponsored programme. Any operation that has commenced must be completed by the date specified in the contract.

## D. Production of sponsorship elements

The sponsorship elements for any programme on the Channels (billboards for programmes and/or competitions, packshots of prizes) as well as any screen overlays will be produced, without exception, by SPOT MACHINE (NRJ GLOBAL's sound and video production unit) in coordination with the advertiser or duly appointed agent.

Any use of the sponsorship elements and screen overlays not set out herein is subject to the express prior authorisation of SPOT MACHINE or the station.

Before any production, SPOT MACHINE will provide the advertiser or agent with a proposed storyboard or letter of intent, along with a quotation. The services provided by SPOT MACHINE are subject to SPOT MACHINE's General Terms and Conditions of Sale, which are available on request.

The invoice issued by NRJ GLOBAL for the services of SPOT MACHINE will be due and payable on the tenth of the month following the lapse of thirty (30) days from the issue date.

As soon as the sponsorship elements (billboards for programmes and/or competitions, packshots of prizes) become available to the advertiser, they should be sent to the station for prior validation. Delivery methods for sponsorship elements are the same as those for traditional campaigns (see p. 6).

## CONDITIONS SPECIFIC TO PRODUCT PLACEMENT

Any product placement must be the subject of a specific purchase order.

Product placement is allowed on television in music videos and fiction programmes, except where children are the target audience. It is prohibited in all other types of programmes.

Product placement is not allowed for the following products: drinks that have an alcoholic content by volume of over 1.2%, tobacco, products containing tobacco or ingredients set out in Article L. 3512-1 of the French Public Health Code, medication within the meaning of Article L. 5111-1 of said Code regardless of whether or not they are obtainable by prescription, firearms and ammunition, except on television services falling under Article 5 of Decree No. 85-1305 of 9 December 1985, infant formulas within the meaning of Article L. 122-12 of the French Consumer Code.

The products or services of a programme sponsor may not be the subject of product placement within that programme. Product placement campaigns are separate from the purchase of traditional advertisement space.

The Purchaser of a product placement campaign has no right of review over other product placements or over the content of the advertisements broadcast during commercial breaks. Any product placement application made by an agent must be accompanied by the relevant mandate certificate signed by the advertiser.

# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

## ARRANGEMENTS, DEADLINES, TECHNICAL BROADCAST CONDITIONS OF THE CHANNELS

For every advertisement order, the advertiser or agent must send NRJ GLOBAL the relevant advertisements as follows:

### Delivery of digital advertisement films:

NRJ GLOBAL will accept delivery of advertisement films only in digital format through the platforms:

#### ADSTREAM

- [www.adstream.com](http://www.adstream.com)
- +33 (0)1 800 312 40
- [Traffic.fr@adstream.com](mailto:Traffic.fr@adstream.com)

#### PEACH

- [www.peachvideo.com/en-gb/](http://www.peachvideo.com/en-gb/)
- +33 (0)1 49 49 99 70
- 

Native HD format is preferred. If it is not possible to provide HD format, SD format will be accepted.

Only advertisements lasting at least 5 seconds can be broadcast on the Channels.

The advertiser or agent must provide all broadcasting instructions on the dedicated platform shared by the MyDiffTV advertising sales houses ([mydiff.tv](http://mydiff.tv)).

### Time limits

The advertisement materials must be delivered no later than seven (7) working days before the commencement of the advertisement campaign. This time limit does not apply to the materials for advertisements lasting longer than sixty (60) seconds, which must be submitted to NRJ GLOBAL at least ten (10) working days before the commencement of the campaign.

If these time limits are not adhered to or if the characteristics of the advertisement (quality, duration, etc.) differ from expectations, NRJ GLOBAL reserves the right not to broadcast the advertisement. The full price for the advertisements will be owed by the advertiser or agent, regardless of whether the advertisements were broadcast or not.

## NRJ GLOBAL

- Service Diffusion [*Broadcasting Department*]
- Eric Laprade +33 (0)1 4071 4317 / Nicolas Pios +33 (0)1 4071 4311
- 22 Rue Boileau 75016 PARIS, FRANCE
- Contact:

### Storage and analysis

NRJ GLOBAL will store the advertisement materials for three (3) months after the first airing.

After this time, the materials will be destroyed unless requested otherwise by the advertiser beforehand.

The signing of the advertisement order, in relation to the advertisements it covers, grants NRJ GLOBAL the right to reproduce, broadcast and make an analysis or a copy of said advertisements for the purposes of providing professional information to advertisers and agencies according to the procedures and practices of the subject matter.

For questions relating to the arrangements, deadlines, technical and broadcast conditions of the Channels, please contact the broadcasting department.

# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

## 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 go 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 event of exceptional changes to programming or the necessary rearranging of scheduling which entails changing the length of commercial breaks in order to comply with the advertisement rules to which the CHANNELS 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.

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").

### C. Payment terms

Invoices are due and payable on the tenth (10<sup>th</sup>) 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 less than three times 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 shall 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.

# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

## 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 [*French Professional Regulation of Advertisements Authority*]. They shall indemnify NRJ GLOBAL and the Channels against any claim brought by a third party as a result of the broadcasting of the advertisements. Accordingly, the advertisements are broadcast on the Channels under the sole responsibility of the advertiser.

The advertiser and/or agent warrant, in particular, that the advertisements and their constituent elements, including music and audio, are provided free of all rights. The advertiser shall personally ensure this fact.

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 Channels), 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 Channels for any damages in this regard.

## LIMITATION OF LIABILITY

### A. Editorial independence

The CHANNELS alone are in control of their programmes, schedules, commercial breaks, and may modify these aspects as they see fit.

NRJ GLOBAL and the Channels 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 Channels' programmes.

NRJ GLOBAL and the Channels 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 Channels' audience. NRJ GLOBAL and the Channels may also refuse any advertisement that directly or indirectly refers to competitors of the Channels or any advertisement that contains reminders or parts of a programme or broadcast whose rights are held by a competitor of the Channels.

Only advertisements for the Channels of the NRJ Group, and no other channel, are authorised.

The Channels 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 Channels 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.

Broadcasts carried out will however be invoiced by NRJ GLOBAL.

NRJ GLOBAL and/or the Channels may not be held liable for the operational faults of one or more broadcast stations; accordingly, the advertiser or agent will not be entitled to make any claim for indemnity, compensation or refund for the failure of one or more broadcast or broadcast relay stations to carry out a broadcast.

## PROTECTION OF PERSONAL DATA

### A. 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.

### B. Compliance with the personal data protection legislation

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.

### C. Information

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

# GENERAL TERMS AND CONDITIONS OF SALE - TELEVISION 2024

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 expressly informed that NRJ GLOBAL has drawn up an Anticorruption 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.



YOU WILL FIND THE 2024 TV-VIDEO GTCS ON THE WEBSITE  
**WWW.NRJGLOBAL.COM**

