



TELEWIZJA POLSKA
Biuro Reklamy

SALES RULES

in force at the TVP S.A. Advertising Office

Warsaw 2023

CHAPTER I

SALES VIA TVP CHANNELS

PART I – GENERAL PROVISIONS

Introduction

Telewizja Polska S.A. with its registered office in Warsaw, 00-999 Warsaw, ul. J. P. Woronicza 17, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw, 13th Commercial Division of the National Court Register, under KRS number: 0000100679, NIP: 521-04-12-987, REGON number: 010418973, with share capital of PLN 286,596,500.00 paid in full, conducts business activity in the field of distribution of commercial messages and other activities included in the offer of the Telewizja Polska Company. Telewizja Polska S.A hereinafter referred to as “**TVP**” and the TVP S.A. Advertising Office hereinafter referred to as the “**TVP AO**”.

1. Definitions

Used in the “Sales Rules in force at the Advertising Office of TVP S.A.”, hereinafter referred to as: “Rules” shall mean:

1.1. TVP channels:

1.1.1. general channels: Channel 1 (TVP1), Channel 2 (TVP2),

1.1.2. thematic channels:

1.1.2.1. TVP’s own channels: satellite channel TVP Polonia, TVP Info, TVP Kultura, TVP Historia, TVP Sport, TVP Seriele, TVP HD, TVP Rozrywka, TVP ABC, TVP Dokument, TVP Kobieta, TVP Nauka, shared band TVP3 as well as other channels broadcast by TVP not listed in this item;

1.1.2.2. channels not owned by TVP, with TVP having the right to sell advertising spots and other commercial messages to be broadcast via those channels, in particular: TVS, Active Family, Power TV, Adventure, Top Kids, Junior Music, Nuta TV, Home TV, Nuta Gold , Biznes24, Filmax, DIZI, Antena HD, TVC, XTREME TV;

1.1.2.3. thematic channels include the following children’s channels: TVP ABC, Top Kids and Junior Music for which common sales rules shall apply.

1.1.3. Belsat TV, TVP World.

1.1.4. own channels of TVP Regional Branches.

- 1.2. **commercial message** - any message intended to be used directly or indirectly to promote goods, services, or the reputation of an entity conducting business or professional activity, accompanying a programme or incorporated into it, in exchange for a fee or similar remuneration, in particular advertising, sponsorship, teleshopping, and product placement;
- 1.3. **information spot** - a spot concerning a social, educational, or information campaign related to the performance of public radio and television tasks of a non-promotional nature, broadcast in an advertising block or in a block of paid announcements;
- 1.4. **information campaign** - an undertaking commissioned by entities mainly from the public sphere, consisting in the broadcast of various types of information spots or in the inclusion of themes in programmes (including the production of themes and broadcast of programmes containing specific themes) or in the production and broadcast of programmes containing themes. Themes and information spots shall be related to the performance of public radio and television tasks and shall be of non-promotional nature. Information about conducting a campaign during programmes is included in the final credits of the programme;
- 1.5. **advertising spot** - an advertising spot, teleshopping spot, paid announcement, information spot;
- 1.6. **advertising campaign** - broadcast of commercial messages against payment in TVP Channels;
- 1.7. **non-commercial campaign** – broadcast of spots on important non-commercial purposes broadcast in an advertising block or in a block of paid announcements;
- 1.8. **discount** - each reduction in the price for broadcasting an advertising spot, as well as each reduction of the fee for an additional broadcast service;
- 1.9. **daypart** – the following days are distinguished, the same for each TVP Channel on which commercial messages are broadcast:
 - 1.9.1. Prime time: 18:00 – 22:59
 - 1.9.2. Off peak: 00:00 – 17:59 and 23:00 – 23:59
- 1.10. **target group** - a group of persons defined using socio-demographic or consumer parameters to which the Bidder intends to reach with an advertising spot;
- 1.11. **telemetric measurement** - electronic measurement(s) of the television audience and users of video streaming with its results serving as a basis for settlements between the bidder and the TVP S.A. Advertising Office. The TVP AO has the right to change the adopted measurement method, which shall be immediately communicated to the bidder;
- 1.12. **AMR** - the general size of the audience at a given minute of a commercial message;

- 1.13. basic settlement group** - the target group specified as persons aged 7 to 74;
- 1.14. settlement group** - the target group of persons in which the TVP Advertising Office settles the broadcasts of commercial messages;
- 1.15. rating points** - the percentage share of the target group constituting an advertising spot audience, determined on the basis of a telemetric measurement or expressed as a percentage share of the advertising spot audience within a specific target group; The audience of an advertising spot is in particular understood as audience watching a spot live, on the same day but not live (VOSDAL), viewing postponed by a maximum of two days (TVS+2) and each remaining audience of an advertising spot obtained thanks to telemetric measurement.
- 1.16. GRP** - the arithmetic sum of rating points obtained during the advertising campaign within a specific target group;
- 1.17. CPP** - the price of one rating point in the settlement group, as agreed with the bidder;
- 1.18. special offer** - TVP's offer referring to specific settlement periods, events, etc., containing non-standard provisions concerning, in particular, sales prices;
- 1.19. bidder** - an entity entering into a contract or other agreement with TVP;
- 1.20. media house** - an entity acting on its own behalf, for the benefit of the advertiser, under a written authorisation, or for and on behalf of the advertiser, based on a written power of attorney;
- 1.21. advertiser** - an entity from whom the commercial message originates, including a sponsor, product placer, co-financer, and another authorised entity;
- 1.22. declaration** - the sum of expenditures for advertising campaigns of the advertiser, including campaigns in interactive media, as declared by the bidder for a given year. The following expenditures shall not count towards the performance of the declaration:
- 1.22.1 expenditures for cash prizes funded;
 - 1.22.2 expenditures settled by way of mutual compensation;
 - 1.22.3 expenditures for using the "Kliper" service;
 - 1.22.4 expenditures borne as a result of using special offers, unless detailed rules concerning these offers stipulate otherwise;
 - 1.22.5 expenditures borne in own channels of the Regional Branches of TVP.

As part of the declaration the following shall be also distinguished:

key declaration – total expenditure declared and executed on TVP channels and interactive media of TVP not less than PLN 8,000,000 for advertising campaigns of the advertiser;

strategic declaration – total expenditure declared and executed in TVP channels and interactive media of TVP not less than PLN 21,000,000 for advertising campaigns of the advertiser;

- 1.23. sub-declaration** – total expenditure on advertising campaigns of the advertiser in interactive media of TVP or sponsorship, declared by the bidder in a given year, allocated in the manner specified in these rules and entitling to receive additional benefits. The sub-declaration is included in the declaration in its entirety and is subject to the same limitations on the inclusion of expenditures, and to sanctions for incomplete performance, or non-performance, which apply to the declaration.
- 1.24. capital group** - the bidders with capital relationships within the meaning of legal regulations;
- 1.25. value of expenditures** - the sum of expenditures borne by the bidder, for which the TVP AO issued an invoice or invoices;
- 1.26. place of broadcast of commercial messages** - commercial messages are broadcast on TVP Channels and on other channels not owned by TVP, for which it is entitled to carry out sales;
- 1.27. jubileo** – an online platform run by TVP AO through which the bidder may place orders for the broadcast of advertising spots, monitor advertising activities and obtain information on their own orders on the basis of an agreement concluded with TVP.
- 1.28. Settlement period** - the period in which the sale is conducted, unless the TVP AO decides otherwise, which corresponds to the calendar month calculated from the first to the last day of sale.

2. Agreements

- 2.1.** Agreements may relate to:
- 2.1.1. Broadcasts of advertising spots,
 - 2.1.2. Exposure of advertisements and commercial messages in interactive media,
 - 2.1.3. Paid product placement,
 - 2.1.4. Free product placement,
 - 2.1.5. Financial sponsorship of television broadcasts,
 - 2.1.6. Sponsorship consisting in funding prizes for contest participants,
 - 2.1.7. Sponsorship consisting in free provision of goods or services,
 - 2.1.8. Exposure of advertisements via Teletext,

2.1.9. Conducting an information campaign during broadcasts,

2.1.10. Conducting an information campaign consisting in broadcasting information spots,

2.1.11. Other services resulting from the activity performed by the TVP Advertising Office.

2.2. The agreements referred to in item 2.1 may be concluded by:

2.2.1. Advertisers, including sponsors, product placers, financiers, and other authorised entities,

2.2.2. Media Houses operating on their own behalf, for the entities referred to in item 2.2.1,

2.2.3. Media Houses and the entities referred to in item 2.2.1 operating jointly,

hereinafter jointly referred to as “**bidders**”.

PART II – TRADE POLICY

1. Opening of sales:

- 1.1.** Information on opening dates, settlement periods, price lists for specific settlement periods, and other information of crucial importance for conducting sales shall be published, each time, at www.brtp.pl.
- 1.2.** The TVP Advertising Office has the right to introduce Special Offers, the terms of which may be excluded from the Rules and provisions resulting from other signed agreements, if such agreements have been concluded before the date of announcement of the Special Offer.

2. Advertising campaign settlements:

- 2.1.** The payment for the advertising campaign shall be made in the full amount specified in the agreement, prior to the commencement of the broadcast of the campaign, subject to the situation referred to in Chapter 3 item 3.4. of these Rules.
- 2.2.** The advertising campaign shall be settled after the agreement has been performed. Where necessary, the TVP Advertising Office shall issue an adjustment invoice.
- 2.3.** For settlement purposes, the TVP Advertising Office assumes that the basic settlement period shall be one month long. In the case of advertising campaigns lasting less than one month, the settlement shall be made by the 15th day of the month following the month during which the campaign was completed.
- 2.4.** Any reservations as to the settlement of the campaign may be lodged within 30 calendar days from the invoice date. After this date, complaints shall not be considered.

3. Rules and forms of advertising spot broadcasts:

3.1. Price list-based sales (ZCP):

- 3.1.1.** The base price of the booking is identified based on the price list value of a 30-second film.
- 3.1.2.** The bidder shall individually select the place in the advertising blocks in which the advertising spots are to be broadcast, as well as any additional services mentioned in item 6.
- 3.1.3.** Having approved the bid, the TVP Advertising Office sends an agreement to the Bidder that contains a detailed broadcasting plan with the net prices stated.
- 3.1.4.** Price list-based sales are conducted for all TVP channels.

3.1.5. Guarantee of the average price list-based price:

3.1.5.1. The guarantee of the average price list-based price consists in maintaining the average forecasted price for 2023 as part of sales according to the price list in general channels, in accordance with the table in Section 3.1.5.2, on the terms set out in Section 3.1.5.4. - 3.1.5.7.

3.1.5.2. Average forecast price-list-based price for 2023 is presented in the table below for each sales period:

January	8,100
February	11,500
March	11,200
April	11,600
May	10,700
June	10,400
July	8,200
August	7,900
September:	14,100
October	17,300
November	18,800
December	18,300

3.1.5.3. The amount of the average price list-based price to be published in the price list for individual sales periods in 2023 shall be determined as the arithmetic mean of all prices of the bands planned for broadcast between 6:00 a.m. and 25:59, to be sold in TVP general channels.

3.1.5.4. Maintaining the forecasted average price list-based price indicated in the table in Section 3.1.5.2. consists in granting a discount in the amount offsetting any difference between the forecasted average price list-based price indicated in the table in Section 3.1.5.2 and the average price list-based price published in the price list referred to in Section 3.1.5.3. The discount shall be applied in respect of the bidder's expenditures incurred during the sales period.

3.1.5.5. The amount of the discount shall be indicated together with the publication of the price list for particular sales periods.

3.1.5.6. The average price list-based price is guaranteed only to bidders with a key declaration who make 100% of the share in the price list for advertising spots broadcasts in TVP general channels throughout the year.

3.1.5.7. Failure to meet any of the conditions specified in Section 3.1.5.6 shall result in the withdrawal of the right to guarantee the average price list-based price and the withdrawal of the discount granted and conversion of campaigns already carried out since the beginning of the year.

3.1.6. In the absence of a price list for thematic channels listed in Section 3.1.3 of Part I of the Rules, TVP AO reserves the right to determine the individual price for a given program and a given sales period.

3.2. Sales of Cost-Per-Point (CPP) packages:

3.2.1. CPP packages are offered in the following variants:

3.2.1.1. Depending on the need to submit a declaration: annual (which requires submission) and monthly (without such requirement, based on the number of orders placed in the settlement period).

3.2.1.2. Depending on the structure: TVP MIX packages (covering both general and thematic channels) and thematic channels packages (covering all TVP thematic channels, treated as a whole).

3.2.1.3. A special case of CPP packages in the annual variant and covering thematic channels is packages of children's channels treated as a whole.

3.2.2. The base price of a booking is indicated by the number of rating points multiplied by CPP for a 30-second film, which is determined as follows:

3.2.2.1. CPP for the off-peak daypart = CPP relevant to the CPP Packages in the basic group x index for the settlement period x index for a target group other than the basic group (if applicable).

3.2.2.2. CPP for the prime time = CPP relevant to the CPP Packages in the basic group x index for the settlement period x index for a target group other than the basic group (if applicable) x index for broadcasts during PRIME TIME.

3.2.2.3. The CPP determined in such a manner shall be rounded to full PLN figures.

3.2.2.4. CPP is appropriate on the basis of the values indicated for individual variants of CPP packages in part. III item 2 of these Rules.

3.2.3. The base price of a booking shall be subject to any and all modifications applicable to the bidder's CPP order. The bidder shall specify the budget, the target group, the duration of the campaign and any additional services referred to in item 6.

3.2.4. The sale of CPP Packages in target groups other than the basic settlement group is possible on the following terms:

3.2.4.1. The sale and settlement take place only based on the variant CPP for TVP MIX packages.

3.2.4.2. The sale and settlement shall take place in one of the groups indicated in Part III item 2.6. of these Rules.

3.2.5. The guarantee shall not cover the number of GRP delivered or the comprehensive broadcast schedule which may be changed at any time.

3.2.6. In the event of limited availability of resources for the sale of CPP packages, TVP reserves the right to accept a part, not the entirety, of the bidder's order, or to refuse to accept it in its entirety.

- 3.2.7. The basis for determining the level of achieved GRP is the size of audiences of broadcast advertising spots in the selected target group, in accordance with with the time of broadcast of the advertising spot provided by the selected data provider from electronic audience measurement to the accuracy of 0.01 GRP.
- 3.2.8. If the audience size value lower than 0.01 is assigned according to the electronic audience measurement of a single broadcast on TVP general channels, the audience size equal to 0.01 shall be assigned to the broadcast.
- 3.2.9. The Agreement shall be deemed fully performed by TVP – Advertising Office if the value resulting from the actual GRP number obtained by all broadcasts resulting from the Agreement is greater than or equal to 95% of the value ordered under this Agreement. Depending on the duration of the campaign ordered, the agreement shall be settled as follows:
 - 3.2.9.1. Up to 7 full calendar days: according to the value of the actual number of GRPs received by all broadcasts resulting from the agreement, but in any case not more than 110% of the ordered budget value, with a tolerance of +/- 1 (one) PLN net, including the technical fee;
 - 3.2.9.2. 8 calendar days and more: according to the value of the actual number of GRPs received by all broadcasts resulting from the agreement, but in any case not more than 100% of the ordered budget value, with a tolerance of +/-1 (one) PLN net, including the technical fee;
- 3.2.10. After the agreement has been performed, the TVP Advertising Office shall submit, at the request of the bidder, the settlement of the campaign costs.

3.3. Sales of Spot Packages (PSpot):

- 3.3.1. The base price is determined by the cost of a single broadcast of a 30-second film, agreed by way of negotiations.
- 3.3.2. The bidder shall specify the budget, the number of broadcasts and any additional services referred to in item 6.
- 3.3.3. The guarantee shall not cover the comprehensive broadcast schedule which may be changed at any time.
- 3.3.4. The sales of Spot Packages (SPpot) shall be conducted exclusively for the thematic channels of TVP, TV Belsat, and own channels of Regional Branches of TVP.

3.4. Rules applicable to all forms of sales:

- 3.4.1. A fixed technical fee in the amount of PLN 5.00 shall be added to the price of each broadcast of the advertising spot, to which the length ratios specified in item 5 shall apply.

- 3.4.2. The fee described above does not include broadcasts of sponsor references and broadcasts of advertising spots as part of Multiscreen products.
- 3.4.3. In the case of sale in line with the Cost-Per-Point in all variants of this form, the total value of the fee referred to in item 3.4.1. cannot exceed 9% of the total final value of the order to which those fees apply, provided that the bidder ordering a broadcast on a limited number of TVP Thematic Channels opts out from the broadcast on no more than 3 channels. When calculating the total value of the order, no potential special fees indicated in item 9 and cancellation fees indicated in item 10 shall be taken into account.
- 3.4.4. The provision of item 3.4.3. does not apply where sale is conducted in a form other than Sales of Cost-Per-Point.
- 3.4.5. Advertising Office applies the following sequence of allocation of orders placed using particular forms of sales:
 - 3.4.5.1. price list,
 - 3.4.5.2. annual and monthly CPP packages.
- 3.4.6. Subject to item 3.4.5., the TVP AO may prioritise the allocation of CPP packages in a non-basic group against CPP packages settled in the basic group.
- 3.4.7. The amounts included in these rules are expressed in Polish zloty (PLN).

4. Sales rules for other products offered:

- 4.1. Non-commercial campaigns** are conducted only in the form of price list-based sales.
- 4.2. Sponsorship of the programmes** – the amount of sponsorship contribution is determined on a case-by-case basis with the bidder.
- 4.3. Paid product placement** – the value of remuneration is determined on a case-by-case basis with the bidder.
- 4.4. Information campaigns** - the value of financial contribution to the programme or remuneration for the broadcast of spots is determined with the bidder on a case by case basis.
- 4.5. Teletext:**
 - 4.5.1. The service consisting in the display of advertisements on Teletext is rendered via Teletext pages designated for the performance of this type of service, in particular on pages 461 to 899.
 - 4.5.2. The sales rules and rules for the display of advertisements have been set out in separate documents: in the “Terms of service consisting in the display of

advertisements on TVP Teletext” and “Terms of service consisting in ordering classified advertisements on TVP Teletext via text messages”. These Terms are available at www.brtvp.pl and on Teletext page 454.

4.6. Teleshopping:

- 4.6.1. The teleshopping film broadcast service is provided in advertising blocks or in separate “teleshopping” blocks.
- 4.6.2. The price for a specific number of film broadcasts is determined by way of negotiation, taking into account, inter alia, the value of the bidder's budget, time of day, number of broadcasts and technical fee specified in item 3.4.1, etc.
- 4.6.3. No discounts referred to in item 7 shall be granted for the teleshopping film broadcast service.
- 4.6.4. The TVP Advertising Office reserves the exclusive right to set the time of broadcast of separate “teleshopping” blocks.
- 4.6.5. The TVP Advertising Office reserves the exclusive right to choose the position within a block for spots broadcast in advertising blocks.

4.7. Sale of Multiscreen products

- 4.7.1. Multiscreen Video: the settlement of the campaign is based on the total number of contacts with the spot, maintaining a fixed proportion of the number of exposures on TV and online.
- 4.7.2. Multiscreen Sponsorship: the value of a sponsorship contribution is determined with the bidder on a case by case basis, maintaining a fixed proportion of the number of exposures on TV and online.

5. The base price shall be indexed for spot lengths other than 30 seconds using conversion indices in accordance with the following table:

advertising spot length	Index
5”	0.35
6”-10”	0.55
11”-15”	0.70
16”-20”	0.90
21”-25”	0.95
26”-30”	1.00
31”-35”	1.20
36”-40”	1.40
41”-45”	1.50
46”-60”	2.00

Where the length of an advertising spot exceeds 60 seconds, the linear conversion index (equal to the ratio between the spot length and 30 seconds) shall apply.

6. The base price is increased by surcharges in the following manner:

6.1. Selection of position within the block

6.1.1. The number of surcharges depends on the selected position within the block. The fee is charged separately per each broadcast of the advertising spot. The number of surcharges (in %) is presented in the table below:

Position	First and last	Second and second-to-last	Any other indicated
Prime time surcharge in %	20	10	5
Off peak surcharge in %	15	10	5

6.1.2. When selecting the position within the block, the TVP Advertising Office does not offer the option to select the advertising block position with an allocation to the closest adjacent programme.

6.1.3. Where a sponsorship indication position is selected in a sponsor block, a surcharge of 10% of the broadcast value of each sponsorship indication for which the position is selected shall be added to the amount of the contribution, regardless of the position and time of day.

6.1.4. For the selected advertising blocks, indicated each time by the TVP Advertising Office at the moment of opening sales for the specific period, the amount of the surcharge for the selection of position within the block may be determined by way of an auction between the bidders.

6.2. Competitive exclusivity within the advertising block - the surcharge is 40%. The bidder has the option to purchase exclusive rights in the “product” category. As part of this service, the TVP Advertising Office guarantees to the bidder that no advertising spots of products competitive to the Advertiser’s products shall be broadcast in the same advertising blocks. This service may not be used by the Advertisers to whom the restrictions regarding the broadcasting time of their spots apply. The service is not available in connection with price list-based sales.

6.3. Combination of several advertising spots into one advertising spot – a surcharge of 10% shall be charged if one advertising spot contains separate advertising spots which can be broadcast separately.

6.4. Two or more Advertisers.

6.4.1. In the case of visual or audible presentation, in particular the name, brand, trademark, or other element identifying more than one advertiser in one

advertising spot, the surcharge shall be 10%, regardless of the number of elements identifying the next advertiser or advertisers.

- 6.4.2. In the case of a video or audio presentation of the name, brand, trademark, or other element identifying a media patron, a sponsor, or any other entity from the mass media group – the surcharge amounts to 5%, regardless of the number of identifying elements. The surcharges do not apply solely to text address indications referring to a social media domain.
- 6.4.3. Where a single advertising spot presents elements identifying more than one Advertiser whose total time of exposure exceeds 50% of the length of that advertising spot (dominant advertiser), the TVP Advertising Office shall have the right to charge the bidder with a higher surcharge in the amount determined on a case-by-case basis.
- 6.5. Conditional advertisement:** broadcast of one of the previous versions of an advertising spot delivered to the TVP Advertising Office upon fulfilment of an unambiguous condition specified in detail in the agreement with the bidder. This option is available only for price list-based sales, and the applicable surcharge amounts to 50% per each broadcast.
- 6.6. Duospots:** two advertising spots of the same product of the same Advertiser broadcast in one advertising block. The surcharge amounts to 10% for each of the spots. The surcharge is not charged when the bidder selected the position within the advertising block in accordance with item 6.1. or if the bidder made the price list-based purchase.
- 6.7. Opting out of broadcast during night hours** - when the bidder orders the broadcast of advertising spots in the Cost-Per-Point package, with the reservation that the broadcasts shall not be aired between 00:01-06:00, the surcharge will amount to 10% per each broadcast outside the night hours.
- 6.8. Broadcast during a single daypart** - when the bidder orders the broadcast of advertising spots in the Cost-Per-Point package during a single, selected daypart, the surcharge will amount to 10% per each broadcast during the indicated daypart. The minimum amount of the order for a single daypart to which no surcharge applies equals not less than 10% of the value of the contract (number of GRPs ordered) for each of the dayparts.
- 6.9. Separation of various products of the Advertiser** – if the bidder reserves, in its order, that various advertising spots of the same Advertiser cannot be broadcast in one advertising block, the surcharge will amount to 10% of the value of each broadcast of advertising spots ordered in the Cost-Per-Point package or spot package to which that restriction applies.
- 6.10. Non-continuity of the campaign** – if the bidder orders the broadcast of advertising spots in the Cost-Per-Point package with the reservation that the broadcast shall not be aired on the indicated days, the surcharge will amount to 15% of the entire order.

6.10.1. A reservation stating that the broadcast shall not be aired for a full calendar week (defined as seven calendar days from Monday to Sunday), or for multiple weeks within the sales period, shall not be subject to that surcharge.

6.10.2. Various orders for the same product, the same target group, and the same sales period may be combined and settled as a single order by the TVP Advertising Office.

6.11. Limitation of broadcast to selected channels: if the bidder orders the broadcast of advertising spots in the Cost-Per-Point package on selected TVP channels, the surcharge amounts to:

6.11.1. at least 7% if opting out concerns more than 3 channels in the variant of the CPP thematic antennas package. For the selected number of thematic channels of TVP, the surcharge amounts to:

Number of selected channels	Surcharge
1	30%
2	25%
3-5	20%
6-8	15%
9-12	10%
13+	7%
(opting out from max. 3)	0%

6.11.2. If the bidder orders the broadcast of advertising spots in the Cost-Per-Point package in the TVP MIX variant, it is possible to opt out free of charge from up to three channels. It is not possible to opt out from more channels, even for a surcharge.

6.11.3. If broadcasts are limited to the children's channels package, the rules set out in Part III item 2.7. of these Rules shall apply.

6.11.4. Changing the number of channels for which advertisements are sold by the TVP Advertising Office during the term of these Rules shall not be considered an amendment of these Rules and, in particular, it shall not affect application of the provisions laid down in items 6.11.1, 6.11.2 and 6.11.3.

6.11.5. The rules set out in items 6.11.1 to 6.11.4. shall also apply in the case of the bidder's order to broadcast advertising spots as part of thematic channel packages established and published by TVP - Advertising Office at www.brtpv.pl.

6.12. Advertisement of an alcoholic beverage: the broadcast of an advertising spot or a sponsor reference for which the TVP Advertising Office shall incur a fee for the provision of services consisting in advertising alcoholic beverages. The surcharge amounts to 11.11% and shall be calculated based on the total value of the broadcast of the advertising spots containing alcoholic beverage advertising, including applicable surcharges and discounts, excluding special fees specified in item 9 and cancellation fees specified in item 10.

6.13. Taking advantage of non-standard advertising spot exposure forms

- 6.13.1. **Road Blocking:** broadcasting two advertising spots of the bidder on TVP1 and TVP2 channels in advertising blocks the broadcast of which begins at the same hour and minute. The surcharge amounts to 20% per each of the two broadcasts of advertising spots. This service is available only for price list-based sales.
- 6.13.2. **Precise Road Blocking:** broadcasting of two advertising spots of the bidder on TVP1 and TVP2 channels at the same hour, minute and second, with the tolerance of up to 5 seconds. The surcharge amounts to 80% per each of the two broadcasts of the advertising spots. The service is available only for price list-based sales and only in the case of programmes indicated by the TVP Advertising Office.
- 6.13.3. **Screen Compression:** broadcasting of an advertising block containing one advertising spot with a visible "advertisement" bumper at the beginning and at the end of the advertising block or throughout the entire duration of the advertising spot. The broadcast of an advertising spot in this form does not require a separate "advertisement" bumper. The surcharge amounts to 30% per each broadcast of the advertising spot. This service is available only for price list-based sales.
- 6.13.4. **Exclusive Advertising Block:** the broadcasting of an advertising block containing a single advertising spot only between a programme and another advertising block or self-promotion. The surcharge amounts to 40% per each broadcast of the advertising spot and may be increased for the selected programmes, of which the TVP Advertising Office shall inform prior to the opening of sales for the period in which the programme is to be broadcast. This service is available only for price list-based sales for spots with the length of at least 30 seconds.
- 6.13.5. **Superexclusive Advertising Block:** the broadcasting of an advertising block containing a single advertising spot only, broadcast as the only advertising block between two programmes (excluding sponsor references). The surcharge is determined on a case-by-case basis. This service is available only for price list-based sales for spots with the length of at least 30 seconds, exclusively on the channels and in the programmes indicated by the TVP Advertising Office.
- 6.13.6. **Bumper:** an advertising spot integrated with the advertising block bumper. A minimum length of the advertising block bumper must be ensured, equal to the length of such a bumper used by the Channel. This service is available only for price list-based sales. The spot length is the total length of the advertising block bumper and the advertising spot, indexed in accordance with item 5. Each broadcast is subject to a 40% surcharge. No surcharge is charged for the selection of a position within the block, as specified in item 6.1.1.
- 6.13.7. **Virtual advertisement** in the form of a split-screen advertisement aired during the broadcast of sports events, during a break resulting from regulations applicable to a particular sports discipline. The service is available only at locations and in the manner indicated by the TVP Advertising Office and only for price list-based sales. The value of the surcharge is determined on a case-by-case basis. The advertisement can be ordered only by an entity pursuing betting

activities, for devices for which a permit has been issued, or by entities sponsoring a team or competitors actively participating in the relevant sports event.

6.13.8. If more than one bidder declares the intention to use a non-standard form of displaying an advertising spot in relation to the advertising block broadcast on the same day and at the same time, the value of the surcharge in this respect may be determined by way of an auction between the bidders.

6.14. Surcharge for changing thresholds: initiated and charged by the TVP Advertising Office for Cost-Per-Point sale, if the CPP value needs to be converted upwards due to a change in the settlement threshold applicable to the bidder, corresponding to the percentage CPP increase in the threshold applicable to the threshold originally adopted for settlement, calculated separately for each settlement period.

6.15. Surcharge for the provision of other non-standard broadcasting services not described in these Rules shall be agreed with the bidder on a case-by-case basis.

7. The base price is reduced by discounts specified below:

7.1. “Budget size” discount: a discount for the volume of projected expenditure, as negotiated between the parties.

7.2. Discount for non-commercial campaigns.

7.3. “New Advertiser” discount: a discount of up to 10%. A New Advertiser shall mean an Advertiser who did not enter into any agreements with the TVP Advertising Office concerning the broadcast of advertising spots over the past 12 months minimum. For the purposes of this discount, a television advertisement, a television programme sponsorship scheme, and an advertisement in interactive media shall be considered separately, and the use of Multiscreen products shall be considered as advertisement in interactive media. The discount shall be in force for the first 30 effective days of the advertising campaign (days on which the advertising spot was broadcast), conducted exclusively via price list-based sales.

7.4. Discounts granted as a part of Special Offers.

7.5. Discount for submitting a sub-declaration of expenditures is granted on the following terms:

7.5.1. A bidder who undertakes to incur expenses for the following elements of TVP's offer in the amount not lower than the specified value in relation to the aggregate amount of their expenditures for advertising campaigns in TVP channels and interactive media of TVP shall be entitled to an additional discount of 3% for each sub-declaration referred to in item 7.5.3.

7.5.2. The minimum amount of expenditure per element of the offer in relation to the aggregate amount of expenditure is set out in Part III of these Rules in item 3.1.

- 7.5.3. To receive the discount, it is required to submit a sub-declaration in two admissible variants: a separate sub-declaration of sponsorship expenditure and/or a separate sub-declaration of expenditure in the interactive media of TVP.
- 7.5.4. For the purposes of calculating the expenditure included in the sub-declaration referred to above, in the case of contracts executed through Multiscreen products, the expenditure actually incurred in TVP channels or interactive media of TVP shall be taken into account accordingly.
- 7.5.5. The applicable number of expenditures must be reached within the calendar year, with any proportions between the individual settlement periods.
- 7.5.6. The sub-declaration may be submitted at any time during the calendar year, with the proviso that the 3% discount due shall be calculated from the month following the month in which the sub-declaration is submitted.
- 7.5.7. The option shall apply to all advertising campaigns of the bidder on television channels.
- 7.5.8. The option shall not apply to bidders whose total expenditure is higher than the highest in the table in part III item 2.2. (is only used for published CPP values).
- 7.6.** The 20% discount for the broadcast of advertising spots from 1 to 8 January 2023 and from 24 to 31 December 2023 applies only to broadcasts in the form of CPP packages.
- 7.7.** Discount for submitting a declaration within a specified period of time is granted on the following terms:
 - 7.7.1. The bidder who submits a written declaration within the meaning of these Rules by 28 February 2023, signed by the persons authorised to represent the bidder, is entitled to an additional discount of 3%.
 - 7.7.2. The discount for submission of the declaration by 28 February 2023 shall be exercised only in respect of the expenditure incurred by the bidder who has made the declaration. If the declaration is continued by another bidder (directly by the advertiser or any other media house), it is necessary to obtain the consent of TVP AO to apply the discount also in relation to the expenses incurred by that bidder. If TVP AO's consent is obtained, the provisions of this sub-title shall apply to the expenditures of the new bidder.
 - 7.7.3. The discount applies to all orders relating to the broadcast of advertising spots, with the exception of Multiscreen products.
 - 7.7.4. The discount shall be applied only during the sales periods in which the declaration is performed.
 - 7.7.5. Increasing expenditure beyond the declaration submitted shall not entitle to a discount in sales periods following the date on which the declaration has been made.
 - 7.7.6. The option shall not apply to bidders whose total expenditure is higher than the highest in the table in part III item 2.2. (is only used for published CPP values).
 - 7.7.7. A bidder who fails to make a declaration shall pay a remuneration equal to the difference between the amount of discount granted for submitting a declaration within a specified period and the amount of actual expenditure incurred for

advertising campaigns in a given year. The above, in the situation referred to in item 7.7.2, shall apply to the bidder who has made the declaration and to each subsequent bidder.

7.8. Additional discounts, not specified in the Rules.

7.9. Discounts for which the customer is eligible, applicable to the sale of the broadcast of advertisements, do not apply to the determination of the value of sponsorship contribution to the financing of a programme.

8. Rules for imposing surcharges and granting discounts:

8.1. The base price of a spot, indexed according to item 5, shall serve as a basis for the calculation of discounts and surcharges.

8.2. The discounts apply accordingly to each form of sales and are calculated successively, based on the variable basis, in accordance with the sequence determined in the table below:

Sequence	Title	discount/ surcharge	Price list	CCP Packages (without TVP MIX)	CPP for TVP MIX Packages	Spot Package
1	single daypart broadcast	Surcharge	-	X	X	-
2	opting out from night hours broadcast	Surcharge	-	X	X	-
3	position within the block	Surcharge	X	X	X	X
4	combination of several advertising spots into one film	Surcharge	X	X	X	X
5	competitive exclusivity	Surcharge	-	X	X	-
6	two advertisers	Surcharge	X	X	X	X
7	logotype	Surcharge	X	X	X	X
8	dominant advertiser	Surcharge	X	X	X	X
9	variant spots	Surcharge	X	-	-	-
10	duospots	Surcharge	-	X	X	X
11	road blocking/precise road blocking	Surcharge	X	-	-	-
12	screen compression	Surcharge	X	-	-	-
13	exclusive block/super exclusive block	Surcharge	X	-	-	-
14	bumper	Surcharge	X	-	-	-
15	separation of advertiser's various products	Surcharge	-	X	X	X
16	limitation of broadcast to selected channels	Surcharge	-	X	-	-
17	non-continuity of the package	Surcharge	-	X	X	-
18	virtual advertisement	Surcharge	X	-	-	-
19	change of expenditure threshold	Surcharge	-	X	X	-
20	budget discount	Discount	X	-	-	-
21	discount for a sub-declaration online	Discount	X	X	X	X
22	discount for sponsorship sub-declaration	Discount	X	X	X	X
23	discount for the guarantee of the average price list-based price	Discount	X	-	-	-

24	non-commercial campaign	Discount	X	-	-	-
25	new advertiser	Discount	X	-	-	-
26	special offer	Discount	X	X	X	X
27	price list share discount	Discount	X	-	-	-
28	discount for broadcasts on selected days of January and December	Discount	-	X	X	-
29	discount for submitting a declaration within a specified period of time	Discount	X	X	X	X
30	additional discounts	Discount	X	X	X	X
31	alcoholic beverage advertising	Surcharge	X	X	X	X

X: discount/surcharge applies

-: no discount/surcharge applies

8.3. The TVP Advertising Office shall inform the bidder about the method and/or sequence of the calculation of the final price of the broadcast, where additional payments and discounts apply, other than those mentioned in items 6 and 7, increasing or decreasing the base price.

9. Special Fees are charged if the bidder does not comply with its obligation to deliver advertising materials to be broadcast in accordance with the provisions of Chapter III item 3.1.4 of the Rules.

9.1. Provision of the advertising materials, and changing the version of the materials intended for broadcasting within less than three working days (until 12.00 noon) prior to the planned broadcast of the material (excluding the day of the broadcast) shall result in the imposition of a fee in the amount of:

9.1.1. PLN 500 per each reservation in the case of broadcasts on TVP1 and TVP2, and PLN 50 per each reservation in the case of broadcasts on other TVP channels if the changes are made within two working days or less before the day of the planned broadcast, excluding the day of the broadcast (by 12:00 noon) subject to item 9.1.2;

9.1.2. No less than PLN 3500 per each reservation in the case of broadcasts on TVP1 and TVP2 and no less than PLN 400 per each reservation in the case of broadcasts on other TVP channels if the changes are made after 12:00 noon on the day of the broadcast; The TVP Advertising Office may refuse to make any changes reported after 12:00 noon on the day preceding the broadcast date.

9.2. A correctly provided material shall mean an advertising material which has successfully passed technical, linguistic, and legal scrutiny at the TVP Advertising Office.

9.3. If the advertising campaign is continued, the advertising material already broadcast on the basis of the last broadcast order concerning the same product or service shall be assigned to a new broadcast order, unless the bidder notifies the TVP Advertising Office, in writing or by e-mail, about any changes in the material version.

- 9.4.** In the case of holidays, “long weekends”, and other additional bank holidays, the schedule for the acceptance of advertising materials shall be determined separately and published at www.brtvp.pl.
- 9.5.** The special fees referred to in item 9.1. shall be calculated separately from the surcharges referred to in item 6 and the discounts referred to in item 7 and do not change the calculation basis referred to in item 8.1.
- 9.6.** Special fees defined in item 9.1. are not subject to indexation referred to in item 5.
- 10. Cancellation fees** are charged if the bidder **Cancels the agreement on the broadcast of a commercial message or on conducting an information campaign, or amends the agreement,** in particular if the bidder changes the time limit for the performance of the agreement, decreases its value, or changes the length of the advertising spot.
- 10.1.** If such a cancellation or **amendments are made with regard to the broadcast of advertising spots as part of the price list-based sales (ZCP),** the cancellation fee shall be equal to:
- 10.1.1. 100% of the value of the cancelled agreement, if the amendment is made after the block has been edited, i.e. at 9:30 a.m. of the second business day preceding the broadcast (not including the date of the broadcast) and afterwards;
 - 10.1.2. 50% of the value of the cancelled agreement, if the amendment is made within 7 business days prior to the broadcast (not including the date of the broadcast);
 - 10.1.3. 30% of the value of the cancelled agreement, if the amendment is made more than 7 business days prior to the broadcast (not including the date of the broadcast).
- 10.2.** If such a cancellation or **amendments are made with regard to the broadcast of advertising spots as part of the sale of a Cost-Per-Point (CPP) package or a spot package,** the cancellation fee shall be equal to 30% of the cancelled agreement value.
- 10.3.** Regardless of the fees referred to in items 10.1 and 10.2, the bidder shall be required to pay 100% of the value of the agreement. In the case of advertising spots, this also means the value of the spots which have already been broadcast and edited (i.e. prepared to be broadcast within two subsequent business days, excluding the date on which the agreement was amended). The value of the advertising spots completed as part of the sale of a CPP package or spot package shall be determined according to the size of the audience and the value as at the day on which the TVP Advertising Office has been notified about the cancellation or amendment.
- 10.4.** Where the **programme sponsorship agreement is cancelled or amended** to the extent of its value and date of performance, the bidder shall pay a cancellation fee amounting to:

- 10.4.1. 100% of the gross value of the programme sponsorship agreement, if any of the said amendments are made within a period shorter than 15 business days prior to the day of the planned broadcast of the programme, excluding the date of the broadcast (by 12:00 noon).
 - 10.4.2. 50% of the gross value of the program sponsorship agreement, if any of the changes referred to in item 5 are made at least 15 business days prior to the day of the planned broadcast of the program, excluding the date of the broadcast (by 12:00 noon).
- 10.5.** Where the **product placement agreement** or the agreement on **conducting an information campaign during the programme** is cancelled, the bidder shall pay a cancellation fee amounting to:
- 10.5.1. 100% of the gross value of the agreement in the case of a change in the implementation arrangements up to 3 business days prior to the planned implementation (not including the execution date) or in the case of production of scenes containing product or information theme placement in accordance with the implementation arrangements or scenario.
 - 10.5.2. 50% of the gross value of the contract in the case of cancellation after the bidder has accepted the scenario or performance arrangements for placing products or placing an information theme; the bidder shall have the right to refuse to accept the substantive scenario or performance arrangements only in the case of incompliance of their content with the arrangements made between the parties by e-mail or in another written form,
- 10.6.** The bidder shall pay the cancellation fees within 14 days of the invoice issue date, unless the agreement provides otherwise, by means of a bank transfer to a bank account indicated by the TVP Advertising Office, on the basis of an accounting document issued by the TVP Advertising Office according to the provisions of tax law and the Accounting Act.

11. Reinvestments of special and cancellation fees

- 11.1.** The TVP Advertising Office may decide not to charge the special fees specified in item 9 and the cancellation fees specified in item 10 to the bidder, if the bidder fulfils at least one of the following conditions:
- 11.1.1. The bidder signs a programme sponsorship agreement with regard to a programme broadcast on TVP Channels, for the amount not lower than 100% of the value of the fee (rounded up to PLN 100). The sponsorship agreement must be signed no later than by the end of the calendar month following the month for which the payment is due.
 - 11.1.2. The bidder signs an agreement on the exposure of advertisements and messages in the TVP interactive media, based on the direct sale model, with its value amounting to at least 100% of the fee, with the pricing of that exposure being 25% higher than CPM applicable to the bidder. The expenditures must be

borne no later than by the end of the calendar month following the month for which the payment is due.

11.1.3. The bidder signs an agreement on the exposure of advertising spots on own channels of the Regional Branches of TVP, in accordance with the sales offer regarding own airtime of the Regional Branches of TVP. The expenditures must be borne no later than by the end of the calendar month following the month for which the payment is due.

11.1.4. The bidder signs an agreement on the broadcast of advertising spots on the thematic channels, according to the price list (ZCP). The expenditures must be borne no later than by the end of the calendar month following the month for which the payment is due.

11.2. The form and value of the settlement of special and cancellation fees through reinvestment made by the bidder using one or more of the options mentioned in item 11.1 requires approval by the TVP Advertising Office on a case-by-case basis.

12. Performance of the declaration and amendment of commercial terms and conditions

12.1. The bidder's declaration shall be submitted by the bidder's authorised representative, in writing or via e-mail, prior to the commencement of the first advertising campaign to which the declaration applies at the latest.

12.2. The declaration shall be deemed performed if the value of expenditures incurred for the advertising campaign is at least equal to the value of the declaration.

12.3. The expenditures incurred for the advertising campaign by an entity other than the bidder who has submitted the declaration (among others a media house representing the Advertiser if the declaration was made by another media house, directly by the Advertiser itself if the declaration was made by the media house) shall not count towards the said declaration; instead, they shall be treated as a separate declaration, unless the bidder obtains approval of the TVP Advertising Office to count such expenditures towards the original declaration.

12.4. If the bidder fails to submit the declaration, the commercial terms and conditions pertaining to the form of the price list-based sales and variants of Cost-Per-Point packages apply to expenditures incurred for advertising campaigns based on the value of orders placed for the settlement period.

12.5. Rules of conduct in the case of reduction or failure to perform the declaration:

12.5.1. A bidder who reduces the amount of the declaration or does not perform the declaration shall make an additional payment for the difference between the value of discounts granted based on the value of the declaration and the value of discounts due for the expenditures actually incurred for the advertising campaigns within a given threshold as of the day on which the campaign commenced in the relevant year.

12.5.2. Unless the agreement signed with the bidder stipulates otherwise, the bidder whose value of expenditures incurred for advertising campaigns is higher than

the value stated in the highest investment threshold set out in this document shall be granted a discount relevant for that (highest published) threshold.

- 12.5.3. The initial value of benefits resulting from the calculation of discounts and surcharges other than those directly resulting from the value of expenses incurred and the technical fee shall be kept.
 - 12.5.4. Sales in the form of a price list shall include a new value of the basic discount of the price list-based sales (ZCP).
 - 12.5.5. As regards package-based sale, a surcharge “change of expenditure threshold” shall be applied to all bookings, taking into account the percentage increase of CPP separately for each settlement period.
- 12.6.** The commercial terms and conditions may be amended during the year at the request of the bidder, upon the submission of another, higher declaration. In such a case, the new terms and conditions shall cover only the expenditures incurred by the bidder starting from the month following the month in which the TVP S.A. Advertising Office received a new declaration, unless the new declaration is submitted by 31.01.2023, in which case the new terms and conditions shall also include the expenditures incurred in January 2023.
- 12.7.** If the Bidder submits a declaration after the period of use of the sale of monthly CCP packages (not requiring prior submission of a declaration), the new terms and conditions shall cover only the expenditures incurred by the bidder starting from the month following the month in which the TVP Advertising Office received the declaration.

PART III – PRICING FOR SERVICES

1. Price list-based sales

- 1.1.** In the case of a price list-based sales (ZCP), subject to item 1.3., the value specified in the price list shall be subject to a budget discount, depending on the amount of the bidder's declaration submitted and shall be verified by the value of actual expenses incurred as follows:

Annual expenditure by value	ZCP Basic discount
0 - 0.49 million	up to 32%
0.5 - 0.99 million	up to 34%
1 - 1.99 million	up to 36%
2 - 2.99 million	up to 38%
3 - 3.99 million	up to 40%
4 - 5.99 million	up to 42%
6 - 7.99 million	up to 44%

- 1.2.** For the value of expenditures amounting to PLN 8 million and more, the terms and conditions of negotiation guidelines binding at TVP shall apply, with the stipulation the proportion in relation to the lower threshold shall be maintained.
- 1.3.** In the case of price list-based sales (ZCP) in children's channels, the value specified in the price list shall be subject to budget discount, depending on the amount of the bidder's declaration submitted, and shall be verified by the value of actual expenses incurred as follows:

Annual expenditure by value	ZCP Basic discount
0 - 0.49 million	32%
0.5 - 0.99 million	36%
1 - 1.49 million	40%
1.5 million and more	44%

- 1.4.** Regardless of the budget discount referred to above, it is allowed to grant a discount for the actual share of purchase according to the price list in individual settlement periods in general channels, in accordance with the table below:

Price list share in the settlement period	Price list share discount
0% - 49.99%	0%
50% - 59.99%	up to 5%
60% - 69.99%	up to 10%
70% - 79.99%	up to 15%
80% - 89.99%	up to 20%
90% - 99.99%	up to 25%
100%	up to 30%

- 1.4.1. The discount for the price list-based share of purchases applies to the price list-based share purchased in relation to the value of expenditures borne by the advertiser or a capital group, separately for each settlement period.
- 1.4.2. The discount for the price list-based share applies to the price list share purchased in relation to the value of all bookings of the bidder broadcast in the relevant month, settled separately for general channels (considered as a whole) in accordance with the Rules.
- 1.4.3. The discount for the price list-based share is not applied to expenditures borne in relation to the use of non-standard forms of advertisement exposure attainable only by making the purchases based on the price list, as set out in Part II items 6.5. and 6.13.1. – 6.13.7. of these Rules.

- 1.5.** For thematic channels (treated jointly), a discount may be granted for the actual share of the price list purchase in each settlement period, in accordance with the table below:

Price list share in the settlement period	Price list share discount
0% - 9.99%	0%
10% - 19.99%	up to 10%
20% - 29.99%	up to 20%
30% and more	up to 30%

- 1.5.1. The remaining provisions of items 1.3.1 – 1.3.3 shall apply accordingly.

- 1.6.** In the absence of a bidder's declaration, the following rules shall apply to a price list-based sales (ZCP):

- 1.6.1. The discount for the budgeted amount is applied up to the value provided in the price list, depending on the value of order placed in a given settlement period:

Total value of expenditures in the settlement period	ZCP basic discount
0 - 0.49 million	up to 33%
0.5 - 0.99 million	up to 35%
1 - 1.99 million	up to 38%
2 - 2.99 million	up to 40%
3.0 million and more	up to 44%

- 1.6.2. The remaining provisions of items 1.1. – 1.5. shall apply accordingly.

2. Sales of CPP packages

- 2.1. CPP packages are offered in the following variants:

- 2.1.1. Depending on the need to submit a declaration: annual (which requires submission) and monthly (without such requirement, based on the number of orders placed in the settlement period),
- 2.1.2. Depending on the structure: thematic antenna packages (covering all TVP thematic channels, treated as a whole) and TVP MIX packages (covering both general and thematic channels).
- 2.1.3. A special case of CPP packages in the annual variant and covering thematic channels is children's channels packages treated as a whole.

- 2.2. When selling annual CPP packages, the CPP value for the basic settlement group is determined based on the value of the declaration made by the bidder and shall be verified by the value of actual expenditures borne, as follows:

Annual expenditure by value	CPP for TVP MIX (7 - 74)	CPP for TVP Thematic Channels (7-74)
0 - 0.49 million	1520	1180
0.5 - 0.99 million	1480	1160
1 - 1.99 million	1430	1140
2 - 2.99 million	1390	1110
3 - 3.99 million	1360	1090
4 - 5.99 million	1270	1080
6 - 7.99 million	1200	1060
8 - 9.99 million	1130	1010
10 - 11.99 million	1070	980
12 - 14.99 million	990	950
15 - 17.99 million	940	910
18 - 20.99 million	890	TO BE NEGOTIATED
21 million +	TO BE NEGOTIATED	TO BE NEGOTIATED

- 2.3.** When selling monthly CPP packages, the CPP value for the basic settlement group is determined based on the amount of orders effectively placed with the bidder for a given settlement period in the following manner:

Expenditures in the settlement period	CPP for TVP MIX (7 - 74)	CPP for TVP Thematic Channels (7-74)
0 - 0.49 million	1520	1180
0.5 - 0.99 million	1480	1160
1 - 1.99 million	1390	1110
2 - 2.99 million	1300	1040
3.0 million and more	1240	1010

- 2.4.** CPP values for the total value of expenditures higher than those presented under item 2.2. of the table (more than PLN 21 million for CPP for TVP MIX and more than PLN 18 million for CPP on TVP Thematic Channels) are determined in accordance with the negotiation guidelines binding upon the TVP Advertising Office, with the stipulation that the proportions in relation to lower thresholds shall be maintained.
- 2.5.** The following indices apply to the determined CPP:

- 2.5.1. For broadcasts during PRIME TIME:

Package option:	CPP index for broadcast during PRIME TIME
TVP MIX and Thematic	1.5

- 2.5.2. Separately per each settlement period and separately per TVP MIX packages, thematic channels, and children's channels:

Period (full calendar month)	TVP MIX and thematic channels packages	Children's channels packages
I	0.88	0.65
II	0.95	0.75
III	0.97	1.10
IV	1.12	1.20
V	1.18	1.30
VI	1.09	1.00
VII	0.87	0.70
VIII	0.92	0.70
IX	1.27	1.15
X	1.28	1.20
XI	1.27	1.44
XII	1.15	1.35

- 2.6.** Notwithstanding item 2.7., the sale of CPP packages in a non-basic group is performed exclusively in TVP MIX package option, in target groups, and based on indices specified below:

	TVP MIX index
Age 16+	0.85
Women aged 25-59	1.09
Women aged 16-34	2.64
Age 16-34	2.63
Men aged 16-59	1.44
Age 25-59 urban areas	1.32
Age 18-64	1.12
Age 20-49	1.58

- 2.7.** When selling CPP packages intended to be broadcast only on children’s channels, the following exclusions from the general rules mentioned above shall apply:

- 2.7.1. The sales are conducted and settled only within the group of children aged 4-12.
- 2.7.2. The CPP value for the 4-12 age group is determined on the basis of the value of the separate sub-declaration made by the bidder concerning its expenditure on children’s channels and shall be verified by the value of actual expenditures borne, in the following manner:

Annual expenditure by value	CPP on children’s channels (4-12)
0 - 0.49 million	450
0.5 - 0.99 million	370
1 - 1.49 million	340
1.5 million and more	320

- 2.7.3. Only the value of intentional purchases of packages ordered on children's channels and the value of the price list-based purchase on these channels are included in the sub-declaration referred to above.
- 2.7.4. In the case of ordering broadcasts on a limited number of children’s channels, a surcharge is applied in the following amount:

Number of selected channels	Surcharge
1	15%
2	5%
3	no surcharge

- 2.7.5. When selling CPP packages intended to be broadcast on children’s channels only, the surcharge set out in Part II item 6.11.1. of these Rules does not apply.
- 2.7.6. When selling CPP packages intended to be broadcast on children’s channels only, the total amount of the technical fee shall not exceed 9% of the total final value of the order to which these fees relate, only if the bidder orders the broadcast without limitation of the number of channels.

3. Regulations applicable to all forms of sales

3.1. The minimum number of expenditures for the indicated products offered, the incurring of which entitles to receive a 3% discount referred to in Part II item 7.5. of these Rules, depends on the amount of the bidder's declaration and shall be verified by the value of actual expenditures incurred, in the following manner:

3.1.1. In the case of submitting the annual declaration:

Annual expenditure by value	Sub-declaration for sponsorship	Sub-declaration for online
0 - 0.49 million	50,000	50,000
0.5 - 0.99 million	100,000	70,000
1 - 1.99 million	200,000	100,000
2 - 2.99 million	350,000	200,000
3 - 3.99 million	550,000	300,000
4 - 5.99 million	700,000	400,000
6 - 7.99 million	950,000	500,000
8 - 9.99 million	1,300,000	600,000
10 - 11.99 million	1,600,000	750,000
12 - 14.99 million	2,000,000	900,000
15 - 17.99 million	2,400,000	1,000,000
18 - 20.99 million	2,800,000	1,100,000
21 million +	TO BE NEGOTIATED	TO BE NEGOTIATED

3.1.2. In the absence of the bidder's declaration and setting the conditions based on the number of orders effectively placed with the Bidder for a given settlement period:

Value of expenditure in the settlement period	Sub-declaration for sponsorship	Sub-declaration for online
0 - 0.49 million	50,000	50,000
0.5 - 0.99 million	100,000	70,000
1 - 1.99 million	200,000	100,000
2 - 2.99 million	350,000	200,000
3.0 million and more	550,000	300,000

3.2. The provisions of Part III of this Chapter shall not apply to the valuation of orders executed through Multiscreen products. In this case, the conditions described in the online price list shall apply.

CHAPTER II

SALES RELATED TO TVP INTERACTIVE MEDIA

1. Definitions

The terms used in the “Sales rules in force at the TVP S.A. Advertising Office”, hereinafter referred to as the “Rules”, shall have the following meaning:

- 1.1. **TVP interactive media** - communication channels: tvp.pl website, other TVP websites, TVP applications (hybrid, smart TV, mobile applications), TVP video player and TVP profiles on social media, other websites and channels supported in the scope of sales of advertising space by TVP – Advertising Office;
- 1.2. **Advertisement** - an advertisement broadcast in the TVP interactive media in the following forms: graphic advertisement (display), video advertisement, special projects, non-standard formats (not specified in the price list), other formats available in the price list or introduced during the year;
- 1.3. **Advertising campaign** - the broadcast of Advertisements in the TVP interactive media.
- 1.4. **TVP services** - services, websites, applications owned by TVP and those available in tvp.pl domains.
- 1.5. **Hybrid application** - an application broadcast via the hybrid television technology
- 1.6. **Hybrid television** - an elaborated standard for broadcasting additional content on television channels delivered to the television set via the broadband Internet.
- 1.7. **Smart TV applications** - applications available on Smart TV platforms in TV sets and set top boxes with Internet access.
- 1.8. **Mobile applications** - applications available on mobile devices, such as smartphones, tablets.
- 1.9. **TVP Video Player** – a player broadcasting TVP content online, along with advertising in interactive media of TVP and outside them in the technology of embedding video materials on partner websites;
- 1.10. **Video advertisement** - an advertising spot broadcast before, during and after the broadcast of editorial material in the pre-roll, mid-roll, post-roll format on various types of devices, including mobile, smart TV, hybrid television (mobile sites, applications, widgets).
- 1.11. **Broadcast of advertisements** - exposure (display) of the user's advertising material in TVP interactive media.
- 1.12. **RON (Run on network)** - broadcast of advertising on all media resources of interactive TVP;
- 1.13. **Ad server of TVP** - an IT system that enables the broadcast and management of online advertising campaigns, as well as the reporting and analysis of campaign results.

- 1.14. DMP** – Data Management Platform platform for managing TVP interactive media data in order to target advertising broadcast;
- 1.15. Statistics** - data representing the number of times an advertisement has been broadcast.
- 1.16. CPC (Cost-Per-Click)** - a model of an advertising campaign ordered online, where remuneration is based on the number of times online users click the relevant advertisement. The amount due for the broadcast of advertisements is calculated in accordance with rules agreed upon on a case by case basis.
- 1.17. CPM (Cost-Per-Mille)** - a model of an advertising campaign ordered online, where the bidder pays remuneration calculated for each 1000 broadcasts of the relevant advertisement. CPM published in the price list is increased by surcharges resulting from the price list and reduced by the discounts applicable to the bidder. The amount due for the broadcasts of advertisements under the order is calculated as the CPM published in the price list multiplied by the ordered number of advertisement broadcasts.
- 1.18. CPV (Cost-Per-View)** – a model of an advertising campaign ordered online, where the bidder pays remuneration calculated per each video advertisement broadcast in full. A full view is measured using the ad server of TVP. It is also possible to measure this parameter using external counting codes or using VAST (for VTR measurement) and VPAID (for VTR measurement) TAGs. CPV published in the price list is increased by surcharges resulting from the price list and reduced by the discounts applicable to the bidder. The amount due for the broadcasts of advertisements under the order is calculated as the CPV published in the price list multiplied by the ordered number of advertisement broadcasts.
- 1.19. vCPM** – a model of a video advertising campaign ordered online, where the bidder pays remuneration calculated for each 1,000 broadcasts of the 100% visible video advertisement. Viewability is measured using the ad server of TVP. It is also possible to measure this parameter using external counting codes. vCPM published in the price list is increased by surcharges resulting from the price list and reduced by the discounts applicable to the bidder. The amount due for the broadcasts of advertisements under the order is calculated as the CPV published in the price list multiplied by the ordered number of advertisement broadcasts.
- 1.20. FF (Flat Fee)** – a model of an advertising campaign ordered online where the bidder pays remuneration calculated for each view of an advertisement in a specific time period and at a specific place on interactive media. The amount due for the broadcast of advertisements is calculated in accordance with rules agreed upon on a case by case basis.
- 1.21. Programmatic** – an advertisement broadcast model offered by the publisher via programmatic platforms.
- 1.22. Direct** - a model for the broadcast of advertisements purchased directly from the publisher and broadcast via the publisher's ad server systems.
- 1.23. Program with product placement** - a video program posted in interactive media in which the goods, services or their trademarks are presented or referred in such a way that they constitute a part of the video program itself, in exchange for a fee or another similar remuneration, the value of which is determined on a case-by-case basis.
- 1.24. Business Days** - means days from Monday to Friday from 9:00 a.m. to 5:00 p.m., excluding bank holidays;

- 1.25. **Media plan** - a detailed plan for the broadcast of the relevant advertisement, specifying the duration and number of broadcasts.
- 1.26. **Price list** – the price list of advertising services provided by TVP in interactive media, which is available for download at the website of the TVP Advertising Office.
- 1.27. **Advertiser** – an entity from which the advertisement originated, including sponsor, financier, product placer, and another authorised entity;
- 1.28. **Bidder** – an entity which may enter into an agreement with TVP, among others:
 - 1.28.1. Advertiser, including sponsor, product placer, financier, and another authorised entity
 - 1.28.2. Media Houses acting on their own behalf for the Advertiser,
 - 1.28.3. Media Houses and Advertisers acting jointly.
- 1.29. **Finished advertising materials** – materials of the Bidder in files, in formats specified in the Technical Specifications of Advertisements for the Interactive Media of TVP, in a form ready for use as an advertisement.
- 1.30. **Technical specification of TVP interactive media advertising** - means a document with the same name available for download from the TVP AO website (www.brtvp.pl), specifying in particular the preparation method, technical parameters to be met by advertising materials specified in the document, in a form enabling the execution of the order;
- 1.31. **Multiscreen products** - broadcast of advertising messages with the use of more than one environment of their exposure on the basis of one agreement. Multiscreen products include, inter alia, Multiscreen Video, Multiscreen Sponsorship;
- 1.32. **DAI** – Dynamic Ad Insertion: broadcast of advertising messages using the option of version of video advertising for different audience groups as part of the same linear streams of live and on-demand video content.

2. Orders and conclusion of the contract

2.1. Direct Model

- 2.1.1. The agreement for the exposure of advertisements in the interactive media of TVP, in the direct model, is concluded with the Bidder after the order is accepted in writing or by e-mail by TVP.
- 2.1.2. In order to determine the detailed rules for the execution of the Bidder's order, the Parties shall enter into a separate specific agreement. The order must be legibly signed or bear a personal stamp of the authorised signatory together with their signature or a qualified electronic signature, and sent to TVP AO no later than **2 working days** before the advertisement is broadcast. In the case of non-standard campaigns, the order must be signed before **the Advertising Office orders the production of applications or other services provided in the campaign**, and in the case of a hybrid television campaign no later than ten working days before the broadcast of the advertisement. Upon obtaining approval from TVP, it is possible to agree on an individual time schedule for submitting the Order.

- 2.1.3. The placement of the order is tantamount to the readiness to purchase all broadcasts resulting from the terms specified in the order.
 - 2.1.4. In the order, the Bidder shall specify all campaign parameters, including limitations such as capping, targeting, etc., in accordance with the applicable price list.
 - 2.1.5. The confirmation of acceptance of the order submitted by the Bidder concerning the purchase of advertisements shall be made based on the availability of resources of the interactive media of TVP S.A.
 - 2.1.6. Advertisement display agreements are concluded for a definite period of time and are effective from the day of their conclusion until the day of final settlement of the campaigns broadcast based thereon.
- 2.2.** Programming Model: it is possible to order a campaign for the exposure of an advertisement via programmatic platforms in the PMP (Private Deal) model with the consent of TVP and upon prior arrangement of individual terms and conditions.
- 2.3.** Multiscreen products:
- 2.3.1. Multiscreen Video is a display of 6-second advertising spots in the online environment in the RON model and on television in TVP thematic channels, where the settlement of the campaign is based on the total number of contacts with the spot, while maintaining a predetermined proportion of the number of displays on TV and online. For this product, the conditions set out in Part III of these Rules do not apply to TV broadcasts, and the prices in the online price list apply.
 - 2.3.2. Multiscreen Sponsorship is an 8-second display of sponsor references in the online environment and on television, each time for programmes whose title or genre has been agreed with the Bidder, and the amount of the sponsorship contribution is determined individually with the Bidder, while maintaining a predetermined proportion of the number of displays on TV and online.
- 2.4.** By signing the direct model order or confirming a campaign in the programmatic system, the Bidder confirms that the advertising materials delivered to TVP for broadcast meet the requirements provided for by the law in force at the place of the broadcast and that they are compliant with the provisions of the laws applicable in Poland, in particular regulations concerning advertising, (compliant with TVP specification and IAB standards), copyright, best practices and principles of social co-existence, and that they do not violate any personal rights. If the aforementioned rights apply only to the broadcast of the advertisements to users in the territory of Poland, the Bidder shall inform TVP of this before the broadcast of the advertising materials.
- 2.5.** By signing the direct model order or confirming the campaign in the programmatic system, the Bidder authorises TVP to use the advertising materials to perform the order and for archival purposes. In addition, the Bidder agrees to the use of the advertising materials mentioned above for purposes related to the promotion of the interactive media of TVP and/or of the advertising services of TVP, in particular through their multiplication by print or digitally, marketing, displaying, broadcasting and

making them available to the public in such a way that anyone may access them at a time and place of their choosing. The campaign is launched on programmatic platforms when a transaction created by TVP deal on a given platform (on the SSP platform – on the publisher’s side) is accepted by the media house or another entity ordering the campaigns (on the DSP platform – on the Advertiser’s side).

3. Advertisement exposure terms and conditions

- 3.1. The sale of advertisement exposure services in the interactive media of TVP is carried out in accordance with the following models:
 - 3.1.1. CPM: according to the number of times an advertisement has been broadcast,
 - 3.1.2. CPC: by number of clicks in advertising - for free resources,
 - 3.1.3. CPV: according to the number of fully broadcast video advertisements,
 - 3.1.4. vCPM: according to the number of advertisements displayed in 100%,
 - 3.1.5. FF: at a specific time and at a specific location,
 - 3.1.6. Other models agreed individually with the Bidder.
- 3.2. Prices are published in the price list available on the website of the Advertising Office: www.brtvp.pl.
- 3.3. Documents referred to in Chapter III of the Rules must be attached to the order being submitted.
- 3.4. Advertising materials ready for broadcast should be delivered to TVP not later than **3 business days** before the date of their broadcast, and for non-standard campaigns within the time limit indicated by the Advertising Office employee. In the case of an online campaign settled according to mechanisms other than TVP's own, the counting codes (scripts) must be delivered to TVP **5 business days** before the start of the advertising campaign. If the Bidder fails to meet the aforementioned deadlines, the ordered advertisement shall not be broadcast and the Bidder shall be charged with the costs of the broadcast ordered. Alternatively, the advertisement may be broadcast at a different time, upon prior agreement between the parties.
- 3.5. TVP shall not be liable for the loss or destruction of advertising materials.
- 3.6. Advertising materials should meet the general technical requirements set out in in the document "Technical specification of TVP interactive media advertisements", available on the website of TVP Advertising Office.
- 3.7. TVP shall be liable solely for the failure to broadcast an advertisement due to its own fault, except for the situation referred to in Chapter III item 7.9. "Final provisions". In such a case, TVP shall not be entitled to receive the agreed remuneration.

- 3.8.** TVP shall make every effort to ensure that in the event of delay of the Bidder in the delivery of advertising materials, the campaign is launched in accordance with with the planned start date or with the shortest delay and has been completed in full.
- 3.9.** If the Bidder fails to deliver the advertising materials within the prescribed deadline, TVP S.A. reserves the right not to perform a part of the order, without being obligated to provide compensation for the non-performance of that part of the order or to return the amounts due for the non-performed part of the order. The extent of the non-performed part of the order must not be greater than the delay in the delivery of the advertising materials.

4. Cancellations

- 4.1. Cancellation fees** are charged if the Bidder **cancels its order for the broadcast of commercial messages, including product placement and sponsorship, or changes the order** for such a broadcast, in particular if the Bidder changes the date of the broadcast, decreases the value of the order or changes the length of the message. If such **changes** are made, the cancellation fee shall be equal to:
- 4.1.1. **100% of the value** of the remuneration provided for in the order – in the case of cancellation during the term of the campaign,
- 4.1.2. **50% of the value** of the remuneration provided for in the order – in the case of cancellation made less than **7 business days** prior to the commencement of the planned broadcast of the advertisement, but in no case later than by the launch of the campaign,
- 4.1.3. **30% of the value** of the remuneration provided for in the order – in the case of cancellation **in the period between the 7th and 14th business day** prior to the commencement of the planned broadcast of the advertisement under the order.
- 4.2.** Notwithstanding the provisions of item 4.1., if the advertising order is linked to the production of materials, the Ordering Party, which cancels the order related to this production in whole or in part, shall pay the cost of production.

5. Amendment of agreement

- 5.1.** The provisions of the agreement may only be amended upon the consent of both Parties.
- 5.2.** Changes to the content of the advertisement, graphic element, duration, replacement of the advertising material and the time slot, if necessary, shall be delivered by the Bidder to TVP S.A. in writing or shall be submitted electronically, with a detailed specification of their extent, **5 business days** before the planned broadcast of the advertisement at the latest. Where any doubts or ambiguities exist as to the extent and type of the reported modifications, TVP shall have the right to perform the confirmed order in its original form, with the stipulation that TVP shall have the right to refuse to incorporate any amendments to the agreement without stating the reasons behind such a refusal.

6. Quotations and settlement of orders

- 6.1.** In the case of a service consisting in the broadcast of an advertisement in the interactive media of TVP, data from the ad server of TVP shall be taken into account for the settlement of the campaign, unless TVP and the Bidder agree otherwise.
- 6.2.** Orders may be settled on the basis of data regarding the number of broadcasts completed (in the CPM model), the number of fully broadcast video advertisements (in the CPV model), the number of fully visible advertisement broadcast (vCPM), the number of clicks (in the CPC model), the broadcast time (in the FF model) or other data agreed beforehand with the Bidder.
- 6.3.** In the case of an advertising campaign settled based on data from the ad server of TVP, the settlement is carried out on the basis of the campaign implementation report submitted by e-mail, comprising statistics related to the number of broadcasts completed and the number of clicks (if the advertisement is clickable), as well as screenshots presenting the advertisements being broadcast.
- 6.4.** In the case of an advertising campaign settled based on an external auditing system of the Bidder, in order to properly optimise the broadcast of advertisements, the Bidder shall grant TVP free access to the audit system statistics. The settlement shall be based on the data counted by the code (script) or other statistical parameters (such as quarters, visibility) counting the broadcasts, triggered at the beginning or in the course of the advertising material. If there are major differences in the calculated advertising broadcast between the data on the TVP ad server and the Bidder's system or if the Bidder does not grant access to statistical data, the advertising campaign shall be settled on the basis of data provided by the ad server of TVP.
- 6.5.** For the advertisement ordered, the Bidder shall pay TVP the entire remuneration for the broadcast of the advertisement no later than on the third business day preceding the date of commencement of the broadcast of the advertisement, specified in the content of the order.
- 6.6.** If the Bidder has a good history of cooperation, has passed a positive scoring assessment, and does not appear on the list of unreliable contractors and in the National Debtor Register, the TVP S.A. Advertising Office may grant the Bidder the right to make the payment at a date that is later than the time limit set out in item 6.5. In such a case, the Bidder shall pay TVP remuneration for the ordered advertisement on the basis of a VAT invoice issued after the end of the advertising campaign, within the time limit agreed by the Parties.
- 6.7.** The remuneration for the ordered advertisement shall be determined on the basis of the applicable price list presenting prices and additional fees. The price list is published at the website of the TVP Advertising Office.

- 6.8.** The minimum value of the order (after discounts) is PLN 1,000 net plus value added tax at the appropriate rate applicable on the date of the invoice being issued by the TVP Advertising Office.
- 6.9.** All prices specified in the price list are net prices. The value of the order indicated in the invoice shall be increased accordingly by the value added tax at the appropriate rate applicable in accordance with legal regulations.
- 6.10.** In the event of broadcasting an advertisement of an alcoholic beverage, TVP applies a surcharge equal to 11.11% of the total amount of the broadcast of creatives containing an advertisement of an alcoholic beverage, taking into account the applicable surcharges specified in the price list.
- 6.11.** The value of a single order resulting from its settlement shall be rounded to one grosz (PLN 1/100); however, the value of amounts due for multiple orders of one Bidder, executed during the same settlement period, shall be the sum of the exact values of orders (without rounding) and shall be rounded to one full grosz (PLN 1/100) after being added up.
- 6.12.** During the broadcast of the advertisement and for a period of 14 business days thereafter, the Bidder may access detailed statistics concerning the campaign, upon a prior notification submitted by e-mail to the following address: online@tvp.pl.
- 6.13.** Discount for submitting a sub-declaration of expenditures is granted on the following terms:
- 6.13.1. A Bidder who undertakes to incur expenses for the following elements of TVP's offer in the amount not lower than the specified value in relation to the aggregate amount of their expenditures for advertising campaigns in TVP channels and interactive media of TVP shall be entitled to an additional discount of 5%.
- 6.13.2. The minimum amount of expenditure per element of the offer in relation to the aggregate amount of expenditure is set out in Part III of these Rules in item 3.1.
- 6.13.3. For the purposes of calculating the expenditure included in the sub-declaration referred to above, in the case of orders executed through Multiscreen products, the expenditure actually incurred in TVP channels or interactive media shall be taken into account.
- 6.13.4. The applicable number of expenditures must be reached within the calendar year, with any proportions between the individual settlement periods.
- 6.13.5. The sub-declaration may be submitted at any time during the calendar year, provided that the 5% discount due shall be calculated from the month following the month in which the sub-declaration has been submitted
- 6.13.6. The option shall apply to advertising products marked in the price list as Net Net, settled at net prices taking into account the discounts granted.
- 6.13.7. A Bidder who fails to make a sub-declaration shall pay a remuneration equivalent to the awarded discount.

6.14. Discount for submitting a declaration within a specified period of time is granted on the following terms:

- 6.14.1. The Bidder who submits a written declaration within the meaning of these Rules by 28 February 2023, signed by the persons authorised to represent the Bidder, is entitled to an additional discount of 3%.
- 6.14.2. The discount for submission of the declaration by 28 February 2023 shall be exercised only in respect of the expenditure incurred by the bidder who has made the declaration. If the declaration is continued by another Bidder (directly by the advertiser or other media house), it is necessary to obtain the consent of TVP AO to apply the discount also in relation to the expenses incurred by that Bidder. If TVP AO's consent is obtained, the provisions of this sub-title shall apply to the expenditures of the new bidder.
- 6.14.3. The option shall apply to advertising products marked in the price list as Net Net, settled at net prices taking into account the discounts granted.
- 6.14.4. The discount shall be calculated until the declaration has been made.
- 6.14.5. Increasing expenditure beyond the declaration submitted shall not entitle to a discount in sales periods following the date on which the declaration has been made.
- 6.14.6. A bidder who fails to make a declaration shall pay a remuneration equal to the difference between the amount of discount granted for submitting a declaration within a specified period and the amount of actual expenditure incurred for advertising campaigns in a given year. This, in the situation referred to in item 6.14.2, shall apply to the Bidder who has made the declaration and to each subsequent Bidder.

7. Terms and conditions of use of data

7.1. The Bidder undertakes to process the data of interactive media users provided to it under the agreement solely for the purposes of performance of this agreement. Should the Advertiser or Media House provide the data in question, the Bidder shall oblige the Advertiser or Media House not to process the data for purposes other than those indicated below.

In particular, the Bidder may process data only for the following purposes:

- 7.1.1. Purpose 1: Storing or accessing information using a device. Cookies, device identifiers or other information may be stored on user's device or made available on it for the purposes known to the user. Providers may use a device to store and access information, such as cookies and device identifiers known to the user
- 7.1.2. Purpose 2: Selection of basic advertisements: Advertisements may be shown on the basis of content browsed, application used, approximate location or type of device. In order to make a basic choice of advertisements, providers may:

- use real-time information on the context in which the advertisement shall be displayed in order to show the ad, including information about the content and device, such as: device type and parameters, client application, URL address, IP address,
- use imprecise geolocation data of the user,
- control the frequency of advertisements shown to the user,
- set an order in which advertisements will be shown to the user,
- prevent an ad from being shown in an inappropriate editorial context (dangerous to the brand).

Providers shall not create personalised advertisement profiles using this information to develop future ads without a separate legal basis to create a personalised advertisement profile. Imprecise means that only an approximate location of at least 500 metres radius is permitted

7.1.3. Purpose 3: Creating a personalised advertisement profile. The profile can be structured on the basis of the user and their interests, which will allow to show personalised advertisements that are relevant to the user. In order to create a personalised advertisement profile, providers may:

- collect information about the user, including their activities, interests, which websites they visit and applications they use, along with demographic or location data to create or edit the user profile in order to personalise advertisements.
- connect this information with other previously collected information, including from different websites and applications, in order to create or edit a user profile for the purpose of ad personalisation.

7.1.4. Purpose 4: Selection of personalised advertisements. Personalised advertisement may be displayed to the user on the basis of their profile. In order to choose personalised advertisements, providers may choose personalised advertisements based on the user profile or other historical user data, including previous activities of the user, their interests, which websites they visited or applications they used, along with location or demographic data.

7.1.5. Purpose 5: Creating a personalised content profile. The profile can be structured on the basis of the user and their interests, which will allow to show personalised contents that are relevant to the user. In order to create a personalised content profile, providers may collect information about the user, including their activities, interests, which websites they visit and applications they use, along with demographic or location data to create or edit the user profile in order to personalise contents.

7.1.6. Purpose 6: Selection of personalised content. Personalised content may be displayed to the user on the basis of their profile. In order to choose personalised content, providers may choose personalised content based on the user profile or other historical user data, including previous activities of the user,

their interests, which websites they visited or applications they used, along with location or demographic data.

7.1.7. Purpose 7: Measuring advertising efficiency. The efficiency of advertisements that users see or react to can be measured. In order to measure advertising efficiency, advertising providers may:

- measure whether and, if so, how advertisements were presented to the user and what their reaction was,
- provide advertising reports, including advertising effectiveness and efficiency reports,
- provide reports on users who have reacted to advertisements using the data recorded during the user's response to that advertisement,
- provide publishers with reports on advertisements displayed on their premises,
- measure whether advertising is handled in an appropriate editorial environment (brand security),
- specify in which percentage the advertisement could be displayed, as well as the duration of this display,

Providers may not:

- use data from panel analysis or similar recipients to data measurements from advertisements without a separate legal basis for market research in order to generate recipients' observations.

7.1.8. Purpose 8: Measuring content efficiency. The efficiency and effectiveness of advertisements that users see or react to can be measured. To measure content efficiency, providers may:

- measure and make a report on whether the content has been provided to users and what their response was,
- provide reports using directly measurable or available information about users who have responded to the content,

Providers may not:

- measure whether and, if so, how advertisements (including native advertisements) were presented to the user and what their reaction was,
- use data from panel analysis or similar recipients to data measurements from advertisements without a separate legal basis for market research in order to generate recipients' observations.

7.1.9. Purpose 9: Use market research to generate customer feedback. Market research can be used to obtain further information on recipients who visit websites/applications and watch advertisements.

In order to use market research to generate customer feedback, providers may:

- provide advertisers or their representatives with aggregate reports on the recipients of their advertisements through panel analysis and similar methods,
- provide aggregate reports to publishers on recipients to whom content or advertisements have reached in their territory and who have reacted to those content or advertisements by means of a panel and similar analysis,
- correlate offline data with online users for market research purposes in order to generate recipients' observations if providers decided to match and correlate offline data sources,
- combine this information with other information collected earlier, including from different websites and applications.

Providers may not:

- measure the efficiency and effectiveness of advertisements displayed to a specific user and to which that user responded without a separate legal basis for measuring advertising efficiency,
- measure what content was displayed to a specific user and to which that user responded without a separate legal basis for measuring content efficiency

7.1.10. Purpose 10: Development and improvement of products. User data may be used to improve existing systems and software and to develop new products. To develop new products and improve existing ones, providers may:

- use information to provide existing products with new features and develop new products,
- create new models and algorithms through machine learning.

Providers may not:

- carry out for that purpose any other data processing operations permitted for another purpose.

8. Miscellaneous provisions

- 8.1.** TVP reserves the right to add a special designation to the advertising material being broadcast by adding the following words and phrases: “advertisement”, “announcement”, “paid announcement”, “sponsored material”, “programme includes/included product placement” or any other words or phrases of equivalent meaning.
- 8.2.** The use, by the Bidder, of any systems, scripts or codes to obtain information on the users of interactive media of TVP, as well as the use of this information in a way and for purposes exceeding what is necessary for the performance of the advertisement broadcast order in relation to which the information in question was acquired, must be in compliance with the applicable legal requirements, including the requirements laid down in *Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing*

Directive 95/46/EC and with any additional provisions arising from the aforementioned Regulation, and with the Act of 16 July 2004 - Telecommunications Law.

- 8.3.** The use of the systems, scripts or codes referred to in item 8.2. above requires the presentation to TVP of the specification of the mechanism concerned, as well as obtaining a separate written consent of TVP. The scripts submitted shall be verified by TVP in terms of compliance with TCF 2.0 standards.

CHAPTER III

COMMON PROVISIONS

- 1. The rules are delivered to Bidders prior to the conclusion of the agreement.**
- 2. Bid and conclusion of the agreement**
 - 2.1.** The agreements shall be concluded with the Bidder in writing upon prior approval, in writing or by e-mail, of the bid by the TVP Advertising Office. In order to determine the detailed rules for the execution of the Bidder's order, the Parties shall enter into a separate specific agreement.
 - 2.2.** The bids must be submitted not earlier than on the day on which the sale is opened for a particular period, unless other opening dates have been set out in the specific rules which have been made available to the Bidders, or in international agreements concluded by Telewizja Polska S.A.
 - 2.3.** The submission of a Bid is tantamount to the readiness to purchase all broadcasts resulting from the terms specified in the bid.
 - 2.4.** The confirmation of the Bidder's offer to purchase the commercial message shall depend on the availability of TVP's resources.
 - 2.5.** The Bid must be delivered directly to the TVP Advertising Office either to ul. Woronicza 17, 00-999 Warsaw, or via e-mail to the e-mail address of the responsible person designated by the TVP Advertising Office, or via the lubileo platform.
 - 2.6.** If the Bidder purchases additional broadcasting services or incurs the surcharges referred to in Chapter I Part II item 6, it shall take into consideration the surcharges for the said services, regardless of the base price for the commercial message broadcast service, taking into account the appropriate method of their calculation.
 - 2.7.** The Bid submitted in writing must be legibly signed or affixed with a personal stamp of the authorised person signing it and shall bear that person's signature or qualified electronic signature.
 - 2.8.** Examples of bids, powers of attorney and authorisations may be found at www.brtp.pl.
 - 2.9.** A Bidder which signed an agreement with the TVP Advertising Office may place orders for broadcasting advertisements, monitor advertising activities carried out and obtain information on their own orders via the lubileo platform.

3. The Bidder's obligations regarding the broadcast of commercial messages

The Bidder shall deliver the following to the TVP Advertising Office:

- 3.1.** At least five business days before the date of the first broadcast of the commercial message (excluding the date of broadcast), by 12:00 noon:
 - 3.1.1. a proof of payment made to the valid bank account indicated by the TVP Advertising Office for the broadcast of the advertising spot, in the full amount set out in the agreement (for the broadcast of the advertising spot), provided that the provisions of item 3.4. do not apply to the Bidder,
 - 3.1.2. proof that a sponsorship contribution has been made to the valid bank account indicated by the TVP Advertising Office for the broadcast of the advertising spot, in the full amount set out in the agreement (for sponsorship of the broadcast), provided that the provisions of item 3.4. do not apply to the Bidder,
 - 3.1.3. upon request of Telewizja Polska S.A. – Advertising Office a Polish marketing authorisation or other relevant permit for the advertised products (where required by applicable law), in particular: food products, pharmaceuticals and medical materials, chemical materials,
 - 3.1.4. an agreement, legibly signed by the Bidder, with a power of attorney to conclude that agreement granted by the Bidder, if the scope of the Bidder's authorisation does not result from the submitted registration document, at least three business days before the date of the first broadcast of the advertising material (excluding the date of broadcast), by 12:00 noon:
 - 3.1.4.1. the Bidder's legibly signed statement that the Bidder holds proprietary copyright and related rights to the advertising spot or sponsorship billboard, and that the advertising spot or sponsorship billboard submitted for broadcast does not violate copyrights or related rights of any third parties or any personal rights of persons or entities presented in the advertising materials broadcast; the Bidder may confirm compliance with the aforementioned requirements by checking appropriate fields on the "Klipper" service (available at <https://kliper.tvp.pl>, against a fee set out in the applicable price list);
 - 3.1.4.2. A File with advertising material together with relevant information containing the first and last name of the script author, the first and last name of the music composer, the expiry date of copyrights and the title of the work through the "Klipper" service;
 - 3.1.4.3. A method of advertising materials the model of which is available on www.brtpv.pl containing the first and last name of the author of the script, the first and last name of the music composer, the expiry date of copyright and the title of the work, if exceptionally and with the prior consent of Telewizja Polska – the Advertising Office, the delivery of

advertising material took place by means other than through the "Klipper" service.

3.1.4.4. A legibly signed statement of the Advertiser on the compliance of the advertising material with the "Nutrition Criteria for self-regulation relating to the advertising of food for children under the age of 12 in Poland" – for advertising materials which feature foodstuffs and which are going to be broadcast during programmes intended for children; The statement and the nutrition criteria mentioned above are available at www.brtvp.pl

3.1.4.5. A legally signed declaration of the Advertiser on the compliance of the advertising material with the provisions of the "Broadcasters' Agreement on the rules for the dissemination of dietary supplement advertisements" for advertising materials, in which food supplements are displayed. The statement and the agreement mentioned above are available at www.brtvp.pl

3.1.5. Advertising materials must comply with the technical requirements specified in the document titled: "TVP's technical requirements for advertising materials" published on www.brtvp.pl.

3.1.6. Spots with regard to which the TVP Advertising Office determined, during an audit, that they do not comply with technical, legal or linguistic requirements, shall be treated as non-delivered. The TVP Advertising Office reserves the right to refuse to broadcast the advertising materials during a programme intended for children if, in spite of the statement received, the material does not comply, in the opinion of the TVP Advertising Office, with the "Nutrition Criteria for self-regulation relating to the advertising of food for children under the age of 12 in Poland", or to refuse to broadcast the advertising spot in general if, despite the statement received, the communication does not comply with the provisions of the "Broadcasters' agreement on the rules of distributing advertisements of dietary supplements".

3.2. The TVP Advertising Office reserves the right to refuse or withhold the broadcast of an advertising material in the event of its failure to comply with the requirements referred to in item 3.1., in particular in the event of a failure to provide information containing the full name of the author of the script, full name of the composer of score and the composition title, or if the information provided is incomplete.

3.3. The Bidder shall be held solely liable for the content of its advertising materials. In particular, the Bidder undertakes to satisfy all claims resulting from the infringement of copyrights or related rights of third parties or personal rights of entities or persons presented in the advertising materials.

3.4. If the Bidder has a good history of cooperation, has passed a positive scoring assessment and is not included in the list of unreliable contractors and is not listed in the National Register of Debtors, and concludes an agreement with the TVP S.A. Advertising Office containing a declaration of expenditures and a set payment date, the TVP Advertising Office may grant, to the Bidder, the right to make the payment at

a later date than within the time limit set out in item 3.1., subject to compliance with the internal regulations of TVP.

4. Documents required to conclude the agreement

The Bidder shall be required to attach the following documents to its offer/order:

4.1 If the Bidder's registered office or place of residence is located in the territory of the Republic of Poland:

4.1.1 Where a Bidder is a natural person conducting business activity, a legal person, or an organisational unit without legal personality and has been granted legal capacity by law – a document enabling to establish Bidder's first and last name or full name (business name), legal form of its business activity, registered office, address, area of business (in the case of an entrepreneur – in accordance with the PKD classification), as well as to verify the correctness of the Bidder's representation when concluding the agreement,

4.1.2 A power of attorney granted by the Bidder, if the Bid is submitted or accepted on behalf of the Bidder or if the scope of representation does not result from the submitted registration document or an authorisation granted by the Bidder to the Media House,

4.1.3 In the event of entering into the first agreement with the TVP Advertising Office: a certificate on the establishment of the National Business Registry (REGON) Number (in the case of entities for which this obligation arises from the provisions of law). In the event of entering into a subsequent agreement – information on the National Business Registry (REGON) Number,

4.1.4. If the first agreement is concluded with TVP – Advertising Office: certificate of assignment of the Tax Identification Number. In the event of entering into a subsequent agreement – information on the Tax Identification Number (NIP),

4.1.5. Concessions, permits or licences, if the obligation to obtain these is stipulated by law,

4.1.6. a statement of the Bidder that the Advertiser does not carry out business activities in the field of cylindrical games, card games, dice games, slot machine games, and in the case of the Sponsor – additionally that the Sponsor does not carry out business activity related to taking bets.

4.2. If the Bidder's registered office or place of residence is located outside the territory of the Republic of Poland, the Bidder shall submit a document – issued by the competent authority in the country in which the Bidder's registered office or place of residence is located – confirming the business name of the Bidder and its place of residence or registered office, issued not earlier than 6 months before the agreement execution date, or a certificate of residence issued not earlier than one year before the agreement execution date, or a statement of the Bidder regarding its registered office or place of business.

- 4.3. The Bidder shall promptly update the documents referred to in items 4.1. and 4.2. and shall notify the TVP Advertising Office of any changes in the data contained in these documents, in particular concerning the legal form of the Bidder's activity and the method of its representation. However, notwithstanding the foregoing, the certificate of residence shall expire one year after its date of issue and must be replaced with a new certificate.
- 4.4. If a subsequent agreement with the TVP Advertising Office is to be concluded, there is no obligation to request the documents referred to in items 4.1., 4.2. and 4.5., unless the data contained in these documents have changed. This does not apply to certificates of residence, which must be submitted at least once per year. If the Bidder is not required to provide the documents referred to in items 4.1., 4.2. and 4.5., they must submit a statement that the data contained in these documents is still valid.
- 4.5. The documents referred to in items 4.1. and 4.2. must be submitted in the form of original copies or photocopies certified to be true copies of the original by a person authorised to represent the Bidder, except for a certificate of residence which must be submitted in its original copy or a copy certified to be true by a notary public.
- 4.6. The copies of original documents referred to in items 4.1. and 4.2., except for a certificate of residence, may also be certified by the responsible person (an employee of the TVP Advertising Office), who confirms they are true copies of the original documents presented to that person.
- 4.7. The wording of the agreement is approved by the Bidder through its execution by persons authorised to represent the Bidder and by delivery of the signed agreement, along with documents referred to in items 4.1. and 4.2. – the so-called written form. The Agreement shall also be deemed concluded if the documents referred to in the first sentence are accepted and sent by electronic means to TVP S.A. by duly authorised persons – the so-called document form, and then approved in that form by persons authorised to act on behalf of TVP S.A.

5. Conditions for granting the discount for the Bidder's involvement (so-called "OZZO discount")

In order to ensure transparency of the system of granting discounts and to ensure compliance of the applicable rules with the provisions of law, in particular with regard to the Act on Competition and Consumer Protection, Telewizja Polska S.A. has developed and implemented the policy of granting Discount for the Bidder's Involvement (OZZO). The rules are public and equal for all Bidders of the TVP AO.

- 5.1. The OZZO discount is granted under the following conditions:
 - 5.1.1. submitting an annual declaration by the Bidder for expenditures on advertising campaigns on TVP channels and in TVP interactive media carried out in 2023, i.e. from 1 January 2023 to 31 December 2023;

- 5.1.2. ordering, planning, and analysing advertising campaigns is performed directly by the Bidder, with no need for the TVP Advertising Office's participation in the preparation of communication plans and guarantees of fulfilment of obligations other than those resulting from these Rules;
 - 5.1.3. orders are carried out on the basis of standard orders or model agreements adopted in the TVP Advertising Office;
 - 5.1.4. the exchange of data concerning the conduction of advertising campaigns takes place via the Iubileo 2.0 website;
 - 5.1.5. The TVP AO does not analyse the media parameters achieved in advertising campaigns. Such an analysis may be performed by the Bidder on the basis of telemetry data to which he has access on his own;
 - 5.1.6. signing by the Bidder an agreement on granting the OZZO discount by 31 March of the year to which the discount relates.
- 5.2.** The amount of the OZZO discounts granted to the Bidder shall depend on commercial factors, in particular:
- 5.2.1. development of cooperation and increase in total expenditures on advertising campaigns in TVP year on year;
 - 5.2.2. the amount of the Bidder's expenditures incurred for the price list-based purchases in a given year;
 - 5.2.3. the amount of expenditures for individual elements of the Bid and their share as part of the Bidder's annual expenditures, including sponsorship, placement, thematic channels and online, including sponsorship, non-standard projects and display;
 - 5.2.4. good cooperation history;
- 5.3.** The TVP AO reserves the right not to grant the OZZO discount or reduce its amount if the Bidder for whom the value of the discount is calculated is in arrears with the payment to TVP.
- 5.4.** Maximum amounts of the OZZO discount for individual sales segments:

TVP AO offer segment	Maximum OZZO%
REKLAMA TV (<i>strategic declaration</i>)	from 0% to 3%
REKLAMA TV (<i>other declarations</i>)	from 0% to 5%
SPONSORING TV	from 0% to 5%
ONLINE	from 0% to 20%

- 5.5.** In the case of agreements on granting the OZZO discounts concluded by media houses, TVP agrees to disclose the content of the agreement to advertisers for whom the media house incurred expenditures for advertising campaigns covered by the agreement.

6. Confidentiality

- 6.1.** The Bidders and the TVP Advertising Office shall maintain complete confidentiality in relation to any information provided to each other in connection with the conclusion and performance of the agreements referred to in the Rules, throughout the term of the agreements and following their expiry.
- 6.2.** The following, in particular, shall be deemed a breach of the confidentiality obligation:
 - 6.2.1. disclosure of the contents of the agreements to third parties, including the disclosure of the amount of discounts received and details related to their conclusion,
 - 6.2.2. disclosure of the contents of accounting documents, e.g. invoices or accounting notes, related to the performance of the agreements to third parties,
 - 6.2.3. disclosure of other commercial terms and conditions negotiated by the parties to third parties,subject to item 5.5.
- 6.3.** The Bidders and the TVP Advertising Office shall protect any and all information concerning the performance of agreements against access by third parties and shall not disclose such information without obtaining a prior written consent of Telewizja Polska S.A. In particular, the Bidder shall accept that they are not authorised to disclose commercial terms and conditions to any media and/or marketing auditors without the consent of the TVP Advertising Office.
- 6.4.** The Bidders and the TVP Advertising Office shall be liable for the non-disclosure of information by their employees and third parties with access to the information referred to in items 5.2. and 5.3.
- 6.5.** In the event of a breach of the obligation to not disclose the information referred to in items 5.1, 5.2. and 5.3., each of the parties shall have the right to impose, upon the party in breach of the non-disclosure obligation, a contractual penalty in the amount of PLN 50,000.00 gross per each identified breach. If the damage suffered as a result of the breach of the non-disclosure obligation exceeds the stipulated contractual penalty, the Parties may seek damages exceeding the stipulated penalty, in accordance with generally applicable laws.
- 6.6.** The confidentiality clause shall not apply to the information the disclosure of which is required by applicable law, including by an order of a court or a public authority, and to information which the authorities, offices and other public administration bodies as well as other organizations (including, but not limited to, foundations) subject to public oversight are obligated to disclose under separate regulations.

- 6.7. The Bidders undertake to consult the content of publications and interviews with the mass media that concern the subject matter of the agreements and details related to their conclusion with the TVP Corporate Affairs Office at rzecznik@tvp.pl.
- 6.8. The information indicated in item 6.2 above concerning the commercial terms negotiated by the parties constitutes a business secret of TVP.

7. Personal data protection

- 7.1. In accordance with Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as: The Regulation or GDPR), Telewizja Polska S.A. with its registered office in Warsaw, ul. J. P. Woronicza 17, 00-999 Warsaw (hereinafter referred to as "TVP") states that in connection with the conclusion and performance of trade agreements it shall process personal data of persons participating in their conclusion and implementation as the personal data controller.
- 7.2. The personal data of Bidders are processed pursuant to Article 6(1)(b) of the Regulation, i.e. in order to enter into and perform commercial agreements, and in the case of persons representing Bidders for the purposes of entering into agreements; persons participating in the process of negotiating them, persons designated for work-related communication and responsible for coordination and performance of agreements, the personal data are processed pursuant to Article 6 (1)(f) of the Regulation, i.e. for the purposes of the legitimate interests related to the entry into and performance of commercial agreements, and for the purpose of establishing, seeking or defending against any claims. The aforementioned personal data shall also be processed under Article 6(1)(c) of the GDPR (the obligation resulting from accounting and tax regulations).
- 7.3. Data are processed for the purpose of concluding and performing commercial agreements.
- 7.4. The source of the personal data shall be the Bidder. The categories of relevant personal data include the personal data set out in commercial agreements, or other contact details necessary to perform this agreement.
- 7.5. The data subjects have the right to access their data, the right to rectify or delete their data, the right to limit their processing, the right to data portability, and the right to raise an objection, in situations strictly defined in the provisions of the GDPR. The aforementioned rights may be exercised through the contact referred to in item 7.7.
- 7.6. Notwithstanding the foregoing, such persons shall also have the right to lodge a complaint with the President of the Personal Data Protection Office, if they find that the processing of their personal data is a breach the provisions of the GDPR.

- 7.7.** The TVP Data Protection Officer may be contacted by email, at: rodo@tvp.pl, and by traditional mail, at: Telewizja Polska S.A. ul. J. P. Woronicza 17, 00-999 Warszawa, Poland, with a note: "Attn. Data Protection Officer".
- 7.8.** Provision of personal data is necessary for the purposes of conclusion and performance of trade agreements and is a condition for the conclusion of a trade agreement.
- 7.9.** Personal data shall not be subject to profiling or automated decision-making. TVP shall not transfer the personal data to any third country or international organisation, with the stipulation that when such a transfer proves to be necessary in order to perform a commercial agreement, it may take place only upon providing for adequate safeguards, as set out in Articles 45 to 49 of the GDPR.
- 7.10.** Recipients of personal data may be: public administration bodies if the obligation to make available data results from the applicable law; entities providing services at the request of the Parties to the extent and for the purpose consistent with the concluded trade agreement.
- 7.11.** Where a given form of cooperation involves the need for the Bidder to access and process personal data on behalf of TVP, the Bidder shall sign with the TVP Advertising Office an appropriate agreement on personal data processing or another document regulating the legal relationship in this regard.

8. Final Provisions

- 8.1.** Commercial messages must not infringe upon legal regulations and the "Rules for broadcasting advertising spots, teleshopping spots and sponsored programmes on the channels of Telewizja Polska S.A.", available at www.brtpv.pl, as well as upon other internal regulations in force at TVP S.A.
- 8.2.** TVP – Advertising Office reserves the right to change the dates and prices of airing commercial broadcasts in television programmes and interactive media advertisements for technical or programme-related reasons, and in particular those caused by the use of on-air time by primary state bodies for direct presentation and explanation of state policy, in accordance with Article 22 (2) of the Broadcasting Act of 29 December 1992 (i.e.: Journal of Laws of 2020, item 805) and pursuant to the Regulation of the National Broadcasting Council of 21 August 1996 on the procedure in connection with the presentation and clarification of state policy by governing state authorities in public service broadcasting (Journal of Laws of 1996, No. 109, item 526), and caused by crisis or emergency situations.
- 8.3.** The TVP Advertising Office reserves the right not to broadcast and to change the dates and prices for the broadcast of commercial messages on television channels and advertisements in interactive media in the event of force majeure (in particular natural disasters and all events caused by the activities of third parties which are beyond the

control of TVP), and in the case of an unforeseen change in the duration of a “live” programme (including broadcasts).

- 8.4.** In the case referred to in items 8.2. and 8.3., the broadcast of commercial messages on television channels and advertisements in interactive media on another date shall be tantamount to the broadcast of the materials concerned in accordance with the Agreement.
- 8.5.** Where due to reasons other than those specified in items 8.2. and 8.3. the date of broadcasting advertising spots and sponsorship billboards was postponed by no more than 30 minutes and the price was not changed, it shall mean that the broadcast took place in accordance with the Agreement.
- 8.6.** The TVP Advertising Office reserves the right not to broadcast or to change the dates of broadcast of a programme featuring themes constituting a part of an information campaign or product placement. In such a situation, the provisions of items 8.2 to 8.5 shall apply *mutatis mutandis*.
- 8.7.** In regard to advertising spots the broadcast of which on the channels of TVP may result in the Bidder obtaining additional benefits in the form of “ambush marketing” of an advertising campaign or in the use of the channels of Telewizja Polska S.A. as a metaplatform for expanding the reach among the recipients of a specific commercial message not through its broadcast but by the very fact that this commercial message is placed on the channels of TVP, the TVP Advertising Office reserves the right to apply an individual price to such an advertising message, equal to at least 5 times the price of the selected broadcasts and based on the application of indexation of copies as described as described in Chapter I Part II item 5 of the Rules, and not to apply any discounts.
- 8.8.** The TVP Advertising Office reserves the right to refuse to broadcast or suspend the broadcast of commercial messages, in particular if:
 - 8.8.1. there is a reasonable suspicion that their content is in breach of the law, the principles of social co-existence, infringes third party rights or promotes a product competitive in relation to TVP S.A.
 - 8.8.2. TVP does not receive or receives payment for previously broadcast commercial messages or receives it late,
 - 8.8.3. TVP does not receive payment prior to the performance of the order – where an advance payment was agreed upon,
 - 8.8.4. The Bidder does not submit the advertising materials necessary to perform the order within the time limit specified in the Rules,
 - 8.8.5. The Bidder does not submit the signed agreement prior to the launch of the campaign,
 - 8.8.6. the broadcast of commercial messages is limited by the provisions of law or by any other acts of administrative nature or circumstances beyond the control of TVP,

- 8.8.7. the content or form of the commercial messages is deemed by TVP to be oppressive or harmful to users,
 - 8.8.8. the content is contrary to the programming policy or interests of TVP,
 - 8.8.9. in connection with the broadcast of commercial messages and advertisements in interactive media, any claims are lodged where TVP is not liable for damages in relation to the Bidder and retains the full right to remuneration.
- 8.9.** The TVP Advertising Office reserves the right to change the dates of broadcasting the advertising spots and teleshopping spots, if their content is contrary to the nature of the adjacent programme due to its purport (image, language); this applies in particular to programmes of solemn and sensitive nature and of profound historical, social and cultural significance.
- 8.10.** The TVP Advertising Office reserves the right to place, during the broadcast of advertising spots in the advertising block, a clock indicating the time remaining until the end of the broadcast of that advertising block.
- 8.11.** The Bidder shall be liable for any damages that may arise as a result of the performance of the order by TVP S.A., as well as for the content of the advertised commercial messages, including for any infringement of third party rights which arose in a way other than through the performance of the order itself, in particular by the infringement of incorporeal property rights of such persons, and in the case of claims filed by third parties directly to TVP, the Bidder shall satisfy these claims and/or remedy any potential losses (including the costs of a trial or other proceedings, as well as other justified expenses incurred for the benefit of third parties in connection with their claims) incurred by TVP in connection with the infringement.
- 8.12.** Where, as part of carrying out the advertising campaign for the Bidder, TVP produces advertising materials from materials provided by the Bidder, the Bidder shall grant TVP all the necessary rights in order to perform the order, in particular: rights to modify materials, including copy, change, edit, and broadcast a part of the materials.
- 8.13.** The TVP Advertising Office stipulates that it is not bound by bids submitted by media houses on behalf of advertisers in tender procedures for advertising campaigns, unless it confirms these conditions in writing.
- 8.14.** The payment of amounts due for the broadcast of commercial messages shall be deemed made on the day on which the account of TVP is credited with the amount due. Late payment shall result in the accrual of default interest for late payments in commercial transactions for each day the payment is late, in accordance with generally applicable laws.
- 8.15.** Where the Bidder is late with payments towards TVP, the Advertising Office reserves the right to:
- 8.15.1. inform the advertiser for whom the media house operates about the existence of arrears and possible consequences listed below;

- 8.15.2. decline the Bidder's or advertiser's orders;
 - 8.15.3. amend the commercial terms and conditions when executing subsequent agreements;
 - 8.15.4. suspend the broadcast of the campaign of the advertiser who is in arrears with payments.
- 8.16.** The assignment of rights and obligations under the Agreement is possible only upon obtaining the consent of the other party.
- 8.17.** The amounts stated in these rules are net amounts.
- 8.18.** The rules shall apply from 1 January 2023 to 31 December 2023.
- 8.19.** In the event of any disputes, the Parties shall seek to settle them amicably; where an agreement cannot be reached, the competent court shall be the common court having jurisdiction over the registered office of Telewizja Polska.
- 8.20.** These Rules and agreements concluded on their basis, as well as declarations of the parties related thereto shall be governed by Polish law.
- 8.21.** Any matters not regulated by the Rules shall be governed by the applicable provisions of law.
- 8.22.** The TVP Advertising Office reserves the right to amend the Rules, in particular the right to amend price lists, sales periods, rules and forms of sale.
- 8.23.** Information about the amendment of the Rules shall each time be published on the following website: www.brtvp.pl.
- 8.24.** The Bidders/Ordering Parties are bound by the provisions laid down in the Rules currently published at www.brtvp.pl as of their publication. Agreements concluded prior to the effective date of the amended Rules shall be governed by the Rules in force thus far.

9. Complaints

- 9.1.** If the Bidder finds that the TVP Advertising Office has not broadcast a commercial message or an advertising spot on a channel for which the TVP Advertising Office carries out sales, or had broadcast such a message or advertising spot in a way contrary to the Agreement, the Bidder has the right to lodge objections in writing within 15 calendar days of the date of the broadcast or of the scheduled date of the broadcast.
- 9.2.** Failure to submit objections within the specified time limit shall mean that the Bidder deems the Broadcast to have been made in compliance with the Agreement.
- 9.3.** Objections accepted by the TVP Advertising Office may constitute grounds for renegotiation of the terms and conditions of the agreement.

- 9.4. The submission of a complaint does not release the Bidder from the obligation to pay the amounts due for the broadcast.
- 9.5. TVP shall not be liable for non-performance or improper performance of the obligation (in particular for delay) if it was caused by events beyond TVP's control, in particular by force majeure (e.g. warfare, riots, acts or actions of public authorities, natural disasters, national mourning), disruption of broadcasting of a Television Channel, including breakdown of broadcasting equipment, failures or power outages, compliance with orders or prohibitions arising from the provisions of law or the terms of licence, permit or other documents issued by public authorities.

10. Withdrawal from the agreement by TVP

TVP shall have the right to withdraw from or terminate the agreement with immediate effect in the event of occurrence of circumstances related to force majeure caused by the acts of third parties and other unforeseen circumstances which are not attributable to TVP and prevent the performance of the agreement and which are beyond the control of TVP. In such a case, TVP shall be exempted from liability for non-performance or improper performance of the agreement.