



TELEWIZJA POLSKA
Biuro Reklamy

RULES OF SALES
at the TVP S.A. Advertising Office

Warsaw 2017

SECTION I – GENERAL PROVISIONS

1. Definitions

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

1.1. TVP S.A. channels:

1.1.1. the channels in general: Program 1 (TVP1), Program 2 (TVP 2)

1.1.2. thematic channels: satellite program – TVP Polonia, TVP Info, TVP Kultura, TVP Historia, TVP Sport, TVP Seriale, TVP HD, TVP Rozrywka, TVP ABC, common bands – TVP3 and other programs not mentioned in this item, broadcast by TVP, as well as the programs owned by TVP, in favour of whom it is entitled to perform the sales of commercial spot broadcasts,

1.1.3. Belsat TV,

1.1.4. own channels of the TVP Regional Branches,

1.1.5. interactive media – TVP.pl web pages and applications, web pages and web pages in favour of whom TVP is entitled to sell advertisements, Teleteksty TVP and others,

1.2. **Commercial Communication** – each communication intended to promote, directly or indirectly, the goods, services or reputation of an entity conducting business or professional activity, accompanying a programme or included in it, in exchange for a fee or similar remuneration, in particular a commercial, sponsoring, teleshopping or product placement;

1.3. **Commercial Spot** – an advertising film, a teleshopping film, an exhibition of an advert in interactive media, a paid advertisement;

1.4. **Advertising Campaign** – broadcasting of paid commercial communications in TVP S.A. programs;

1.5. **Non-Commercial Campaign** – a type of advertising campaign broadcast in the form of paid advertisements, executing important non-commercial aims, in particular involving promotion of culture-creative, educational and social values;

1.6. **Informative and Education Campaign** – an enterprise undertaken by non-commercial entities, consisting in inserting topics relating to social and informative actions in the programme. The information on the conduction of such a campaign is placed in the final credits of the program;

1.7. **Discount** – each reduction in price for commercial broadcasting, as well as each reduction in the fee for an additional broadcasting service;

- 1.8. **Daypart** – Telewizja Polska S.A. – Advertising Office determines the following dayparts, the identical for all TVP S.A. programs which broadcast commercials:
- 1.8.1. Prime time: 6 pm – 10:59 pm
- 1.8.2. Off peak: 00:00 am – 5:59 pm and 11:00 pm – 11:59 pm
- 1.9. **Target Group** – a group of people defined on the basis of social and demographic or consumer-related parameters, whom the Bidder intends to reach with its commercial spot;
- 1.10. **Telemetric Measurement** – electronic measurement of TV audience, the data of which constitute the basis for settlements between the Bidder and Telewizja Polska S.A. – Advertising Office;
- 1.11. **AMR** – volume of audience at the minute the advertising material was broadcast in relation to the audience of the material;
- 1.12. **Basic Settlement Group** – a target group defined as people 16 to 59 years old;
- 1.13. **Settlement Group** – a Target Group towards which Telewizja Polska – Advertising Office makes settlements of broadcast advertising materials;
- 1.14. **Rating Points** – a percentage of the target group, constituting the commercial spot audience, determined on the basis of telemetric measurement towards the minute the commercial spot began or shown as the percentage of the commercial spot audience in a given target group;
- 1.15. **GRP (Gross Rating Point)** – an arithmetic sum of rating points gained during an advertising campaign in a given target group;
- 1.16. **CPP (Cost per Point Price)** – the price per one rating point in a settlement group agreed with the Bidder;
- 1.17. **special offer** – Offer of Telewizja Polska S.A. – Advertising Office, involving specific sales periods, events etc., containing specific provisions, in particular those relating to sales prices;
- 1.18. **Bidder** – an entity signing an agreement or other written arrangement with Telewizja Polska S.A.; – Advertising Office; in particular, the agreement may be concluded via electronic mail;
- 1.19. **Media House** – an entity operating on its own behalf in favour of the Advertiser, on the basis of a written power of attorney or on behalf of and in favour of the Advertiser on the basis of a written power of attorney;
- 1.20. **Advertiser** – an entity who gives a commercial communication, including a sponsor, a product placers or a co-financing entity;

1.21. **declaration** – the sum of expenses for advertiser's advertising campaigns declared by the Bidder in a given year. The following expenses shall not be included in the execution of the declaration:

1.21.1. expenses incurred for funded monetary rewards;

1.21.2. expenses settled in the form of mutual set-offs;

1.21.3. expenses for using the Kliper Service;

1.21.4. expenses incurred as a result of using special offers unless otherwise stated in the detailed rules for these offers

1.22. **Capital Group** – Advertisers related by capital, within the meaning of, at least, one law: commercial law, balance law or tax law;

1.23. **Value of Expenditure** – a sum of expenditure incurred by the Bidder, for which Telewizja Polska S.A. – Advertising Office issued invoice(s);

1.24. **CPM (Cost Per Mille)** – the price agreed with the Bidder for 1000 ad views in the Internet.

2. Site of the advertising communication broadcast

Commercial communications are broadcast in TVP S.A. programs or other programs represented by Telewizja Polska S.A. – Advertising Office, hereinafter referred to as the TVPAO.

3. Agreements:

3.1. Agreements may relate to:

3.1.1. Broadcast of advertising spots,

3.1.2. Exposure of advertisements and advertising communication in interactive media,

3.1.3. Paid product placement,

3.1.4. Free product placement,

3.1.5. Financial sponsorship of television programs,

3.1.6. Sponsorship by foundation of prizes for the contest participants,

3.1.7. Sponsorship through free provision of goods or services,

3.1.8. Exposure of advertisements on Teletext,

3.1.9. Conducting informative and educational campaign via programs,

3.1.10. Other services resulting from the activity performed by TVPAO.

3.2. The agreements referred to in 3.1. may be concluded by:

3.2.1. Advertisers, Sponsors, Product Placer, other authorized entities,

3.2.2. Media Houses operating on their own behalf in favour of entities referred to in 3.2.1,

3.2.3. Media Houses and Advertisers acting jointly,

hereinafter jointly referred to as **Bidders**,

4. Documents required to conclude the agreement

4.1. The Bidder shall be required to attach the following documents to its offer:

4.1.1. If the Bidder has his registered office or place of residence outside the territory of the Republic of Poland:

4.1.1.1. a valid copy from the relevant register or a valid certificate of entering into the register of business activity, or other document which indicates the legal form of the Bidder's business activity and the way of its representation, issued not earlier than 6 months before the date of the agreement conclusion.

4.1.1.2. a power of attorney granted by the Bidder, if the Offer is made or accepted on behalf of the Bidder, or if the scope of representation does not result from the submitted registration document or authorization granted by the Bidder to the Media House,

4.1.1.3. when the first agreement is concluded with the TVPAO – a certificate of assignment of Statistical Identification Number (REGON) (in case of entities for which such an obligation is stipulated by the law). When another agreement is concluded – information concerning the Statistical Identification Number (REGON),

4.1.1.4. when the first agreement is concluded with the TVPAO – a certificate of assignment of the Tax Identification Number (NIP). When another agreement is concluded – information on the Tax Identification Number (NIP),

4.1.1.5. concessions, consents or licenses, if the obligation to have them is stipulated by the law

4.1.1.6. the Bidder's statement that the Advertiser does not carry out business active 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 in the field of mutual betting.

4.1.2. If the Bidder has its registered office or place of residence outside the Republic of Poland, the Bidder shall submit the document – issued by the competent authority in the country in which the Bidder has its registered office or place of residence –

confirming the Bidder's business name and its place or residence or registered office, issued not earlier than 6 months before the agreement conclusion date or a certificate of residence, issued not earlier than one year before the agreement conclusion date, or the Bidder's declaration on its registered office or place of business.

- 4.2. The Bidder shall immediately update the documents referred to in 4.1.1. and 4.1.2. to notify TVPAO about such updates if the data contained in these documents have changed, in particular the data concerning legal form of the Bidder's activity and the manner of its representation. However, regardless of the foregoing, the residence certificate shall expire one year after its date of issue and shall be replaced by a new one.
- 4.3. If another agreement with TVPAO is to be concluded, there is no obligation to demand the documents referred to in 4.1.1.1., 4.1.1.5. and 4.1.2., unless the data contained in these documents have changed. It shall not apply to certificates of residence, which must be submitted at least once per year. If the Bidder is not required to provide the document referred to in 4.1.1.1., 4.1.1.5. and 4.1.2., it must make a declaration that the data contained in these documents are up to date.
- 4.4. The documents referred to in 4.1.1. and 4.1.2. shall be provided in the form of originals or photocopies certified for conformity with the original by a person authorised to represent the Bidder, except for a certificate of residence, which must be provided in its original version or confirmed for conformity with the original by a notary. Original documents referred to in 4.1.1. shall also mean printouts from the web page www.ms.gov.pl i.e. information corresponding to the current excerpt from the Register of Entrepreneurs.
- 4.5. Copies of the documents referred to in 4.1.1. and 4.1.2., except for a certificate of residence, may also be confirmed by a responsible person (TVPAO employee), who certifies their conformity with the presented originals.

5. Offer and conclusion of the agreement

- 5.1. The agreements referred to in item 3.1. shall be concluded in writing upon prior approval, in writing or by e-mail, of the Offer presented by TVPAO. In order to determine the detailed rules of the execution of the Bidder's order, the Parties shall enter into a separate detailed agreement.
- 5.2. The offers should be submitted not earlier than on the day in which the sale is opened for a particular period, unless other opening terms have been specified in specific rules which have been made available to the Bidders or in international agreements concluded by Telewizja Polska S.A.
- 5.3. Provision of the Offer is tantamount to the readiness to purchase all broadcasts resulting from the terms determined in the Offer.
- 5.4. The confirmation of the Bidder's offer to purchase the advertisement shall depend on the availability of the TVPAO's resources.

- 5.5. The offer should be delivered directly to the TVPAO, to the following address: ul. Woronicza 17, 00-999 Warsaw, or via e-mail to the e-mail address of the responsible person on the part of the TVPAO.
- 5.6. If the Bidder purchases additional broadcasting services or incurs the fees referred to in Section II Art. 6, it shall provide for the extra payments for the said services, regardless of the basic price for the commercial communication broadcasts.
- 5.7. The Offer submitted in writing must be legibly signed or bear the personal stamp of the authorized person signing it with the signature of such a person.
- 5.8. Sample offers and power of attorneys shall be found at www.brtvp.pl.
- 5.9. Agreements concerning the sales of commercial spot broadcasts are concluded for a definite period and enter into force on the day of their conclusion until the date of final settlements of campaigns broadcast on their basis.

6. The Bidder's obligations related to the broadcast of the advertising spot or the sponsorship billboard

6.1. The Bidder shall be required to submit to the TVPAO:

6.1.1. no later than five days before the date of the first broadcasting of the advertising spot or sponsorship billboard (hereinafter referred to the "advertising materials"), (excluding the broadcasting date) until 12.00:

6.1.1.1. a proof of payment made to the valid bank account indicated by the TVPAO, for the broadcast of the advertising spot, in the full amount determined in the agreement, (in case of the broadcast of the advertising film),

6.1.1.2. a proof of making a sponsorship contribution, (in case of the sponsorship of the program),

6.1.1.3. the Bidder's legibly signed statement that the Bidder holds proprietary copyright and related rights to the advertising spot or sponsor billboard and that the advertising spot or sponsor billboard submitted to broadcasting does not violate copyrights or related rights of any third parties or any personality rights of persons or entities presented in the advertising materials;

6.1.1.4. An administrative decision to admit the advertised products – in particular: food products, pharmaceuticals and medical materials, chemical materials – on the market in Poland (if this is required under the applicable law),

6.1.1.5. an agreement legibly signed by the Bidder, with a power of attorney to conclude thereof granted by the Bidder, if the scope of the authorisation of the Bidder does not result from the submitted registration document,

- 6.1.1.6. legibly signed Advertiser's declaration on the compliance of the advertising material with the 'Nutrition Criteria for self-regulation on food advertising aimed at children under the age of 12 in Poland' in case of advertising materials which show foodstuffs and which are going to be broadcast during programs intended for children.
- 6.1.2. Not later than 3 business days before the first broadcast of the advertising material (excluding the broadcasting date) until 12.00:
- 6.1.2.1. a file with the advertising material as well as relevant information containing: full name of the author of the script, full name of the composer of music and composition title via the Kliper Service (available at www.kliper.tvp.pl) for a fee according to the valid price-list.
- 6.1.2.2. imprints of advertising materials, the sample of which is available at www.brtvp.pl, containing the following: full name of the author of the script, full name of the composer of music and composition title, in the case – by way of exception and with the prior consent of TVPAO – the advertising material has been submitted otherwise than through the Kliper Service.
- 6.1.3. Advertising material must comply with technical requirements specified in the document titled: "Technical requirements of TVP SA regarding the advertising materials," published on the website www.brtvp.pl.
- 6.1.4. The spots for which TVPAO determined during an inspection that they did not comply with technical, legal or linguistic requirements shall be treated as undelivered. The TVPAO reserves the right to refuse to broadcast advertising material with a program for children if, in spite of the received statement, in the opinion of the TVPAO the material does not comply with "Nutrition Criteria for self-regulation on food advertising aimed at children under the age of 12 in Poland".
- 6.3. The TVPAO reserves the right to refuse or withhold the broadcast of advertising material in the event of non-fulfilment of the requirements referred to in point 6.1., in particular in the event of a failure to provide information containing full name of the author of the script, full name of the composer of music and the composition title, or if the provided information is incomplete.
- 6.4. The payment of amounts due for broadcasting advertising materials and for making a sponsorship contribution shall be deemed effected when the bank account of the TVPAO is credited therewith. Untimely payments shall result in charging default interest according to general principles.
- 6.5. If the Bidder delays in payments in favour of Telewizja Polska, the TVPAO reserves itself the right:
- 6.5.1. to notify the Advertiser in favour of whom the Media House operates about the fact that the arrears occurred and the resulting possible consequences;

6.5.2. not to accept Bidder's or Advertiser's orders;

6.5.3. to change commercial terms while concluding new agreements.

6.5.4. to withhold the broadcast of the campaign of the advertiser with overdue payments

6.6. The Bidder shall be held solely responsible for the content of its advertising materials. In particular, the Bidder undertakes to satisfy all claims resulting from possible infringement of copyrights or similar rights of third parties or moral rights of entities or persons presented in advertising materials.

6.7. In the event that 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 the KRD, and concludes an agreement with the TVPAO containing a declaration of expenditure and a set payment date, the TVPAO may grant the Bidder the right to make the payment in a later date than within the time-limit set out in point 6.1.

7. Confidentiality

7.1. The Bidders and the TVPAO shall be obliged to maintain complete confidentiality during the term of the agreements referred to in the Rules and after their expiry.

7.2. The following actions shall be deemed as breaching the confidentiality obligation:

7.2.1. disclosing the content of the agreements to third parties, including a disclosure of the amount of the received discounts,

7.2.2. disclosing the content of accounting documents, e.g. invoices or accounting notes, related to the performance of the agreements, to third parties,

7.2.3. disclosing other commercial conditions negotiated by the parties to third parties.

7.3. The Bidders and the TVPAO shall protect all and information concerning performance of agreements against access of third parties and they shall not disclose such information without a prior consent of Telewizja Polska S.A. In particular, the Bidder shall accept that it is not authorised to disclose commercial terms to an media and/or marketing auditors without the consent of TVPAO.

7.4. The Bidders and the TVPAO shall be liable for maintaining the confidentiality of information by their employees and third parties who have access to the information referred to in paragraph 7.2. and 7.3.

7.5. In case of breaching the obligation to maintain confidentiality of the information referred to in paragraph 7.2. and 7.3., each of the parties shall have the right to demand from the breaching party a contractual penalty in the amount of PLN 50,000.00 gross for each breaching found.

- 7.6. The confidentiality clause shall not refer to the information the disclosure of which is required by applicable law, including by an order of the court or a state-administrative body.

8. Changes in the Rules and Complaints

- 8.1. The TVPAO reserves the right to change the Rules and in particular the right to change: price lists, periods which are the subject of sales, principles and forms of sales.
- 8.2. The TVPAO reserves the right to change the deadlines and prices of advertising spot and sponsorship billboard broadcasts for technical or programme reasons, in particular those caused by the use of broadcast time by chief state authorities in order to directly present and explain state policy, pursuant to Article 22 (2) of the Law on broadcasting of 29 December 1992 (uniform text: Journal of Laws of 2017 No. 1414, as amended) in the mode determined in the National Broadcasting Council's Regulation of 21 August 1996 – on the procedure for presenting and explaining the state policy by the state supreme bodies in public radio and television (Journal of Laws of 1996 No. 109, item 525), as well as those caused by crisis or emergency situations.
- 8.3. The TVPAO reserves the right not to broadcast, the right to change the dates and prices of advertising spot and sponsorship billboard broadcasts in case of force majeure events (in particular in case of natural disasters and all actions on part of third parties that TVP is unable to influence) and in the case of unforeseen changes in the duration of a live program (including the broadcast).
- 8.4. In case referred to in 8.2. and 8.3., advertising spot broadcasts and sponsorship billboards within other deadlines shall be treated as advertising spot and sponsorship billboard broadcasts in accordance with the Agreement.
- 8.5. If, due to reasons other than those referred to in 8.2. and 8.3., the deadline of advertising spots was prolonged for no more than 30 minutes and the price has not been changed, it shall mean that the advertising spot was broadcast in accordance with the agreement.
- 8.6. The TVPAO reserves the right to put – during the broadcast of advertising spots, in an advertising block – a clock indicating the time remaining until the end of the broadcast of this advertising block.
- 8.7. Information on changes to the Rules shall each time be posted on the website www.brtvp.pl.
- 8.8. The Bidders shall be bound by the Rules currently published on the website www.brtvp.pl, since the publication thereof. The existing rules shall apply to the Agreements concluded before the date of entry into force of the Rules in their new contents.
- 8.9. In case the Bidder finds that the TVPAO has not broadcast, or broadcast in a manner inconsistent with the Agreement, the advertising spot for which the TVPAO carries out sales, the Bidder shall have the right to submit its reservations in writing within 15 days from the

date of the broadcast or the expiry date of the broadcast. The lack of reservation raised within the specified period shall be deemed that the Bidder acknowledges that the broadcast was consistent with the Agreement. The reservations approved by the TVPAO may form the basis for renegotiation of the terms of the agreement.

9. Final provisions

- 9.1. Commercial communications shall not infringe legal regulations and provisions binding in TVP S.A. 'The principles to broadcast advertising films, teleshopping films and sponsored programs of Telewizja Polska S.A.'
- 9.2. The TVPAO reserves the right to refuse to conclude an agreement on performing an advertising campaign and – in case the agreement has already been concluded – the right to terminate the agreement and refuse to broadcast a commercial communication if its content is contrary to the law, infringes the competitive interests of TVP S.A. or is not compliant with the programme line of TVP S.A.
- 9.3. The TVPAO reserves the right to change the dates of the broadcast of advertising spots and telesales, if their content – due to their nature (image, language) – is contrary to the nature of the neighbouring program, in particular, it refers to the programs of sublime and sensitive nature and of significant social and cultural significance.
- 9.4. The TVPAO reserves that it is not bound with the offers made by Media Houses in tender procedures involving the performance of an advertising campaign in favour of the Advertisers, unless such terms are confirmed by it in writing.
- 9.5. Should any third party, a public authority or other state institution files claims against Telewizja Polska S.A. in connection with the violation of law as a result of the broadcast of the advertiser's commercial communication, the advertiser undertakes to release Telewizja Polska SA from the obligation to satisfy those claims or to fully redress the damage suffered by Telewizja Polska SA as a result of satisfying these claims.
- 9.6. The transfer of rights and obligations under the Agreement shall be possible only with the consent of the other party.
- 9.7. The amounts indicated in these rules are net amounts.
- 9.8. The Principles are binding until the Management Board of TVP S.A. adopts new 'Rules of Sales at the TVP S.A. Advertising Office'.
- 9.9. Matters not regulated by these Rules shall be governed by the applicable legal provisions.

Section II – TRADE POLICY

1. Opening of sales:

- 1.1. Information on the deadlines for the opening, sales periods for services, price lists for a given sales period and other information important for sales purposes shall be each time published on the web page www.brtvp.pl.
- 1.2. The TVPAO is entitled 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 publishing the Special Offer.

2. Settlement of advertising campaign

- 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 part I point 6.7 of these Rules.
- 2.2. The advertising campaign shall be settled after the execution of the agreement, by issuing a correcting invoice.
- 2.3. For settlement purposes, the TVPAO assumes one month as the basic settlement period. In case of advertising campaigns lasting shorter than one month, the settlement shall be made by the 15th day of a month following the month during which the campaign was finished.
- 2.4. Any objections to the settlement of the campaign may be taken into account if such reservations have been submitted within 30 calendar days from the invoice date.

3. Forms and rules of the sale of the advertising film broadcasting:

3.1. Sales according to the price list (ZCP):

- 3.1.1. The basic price of reservation shall be indicated by the value of a 30-second film.
- 3.1.2. The Bidder shall individually select the advertising blocks in which the advertisements ordered by him are to be broadcast and any additional services mentioned in point 6.
- 3.1.3. Having approved the Offer, the TVPAO send an agreement to the Bidder that contains a detailed broadcasting plan with net prices.
- 3.1.4. The sales according to the price list are conducted for all programs of TVP S.A.

3.2. Sale of Cost Per Point (CPP) packages:

- 3.2.1. The basic price of reservation shall be indicated by the value of a 30-second film, determined by CPP in the following manner:

- 3.2.1.1. CPP for the off peak daypart = CPP negotiated for the CPP Package in the '16-59 age' group x index for the period of sales x index for a target group other than the '16-59 age' group (if applicable).
 - 3.2.1.2. CPP for the prime time daypart = CPP negotiated for the CPP Package in the '16-59 age' group x index for the period of sales x index for a target group other than the '16-59 age' group (if applicable) x index resulting from the application of an extra payment for broadcasting in the PRIME daypart.
 - 3.2.1.3. The CPP determined in such manner shall be rounded to a full PLN.
 - 3.2.2. The basic price of reservation shall be subject to all and any modifications relevant for the Bidder's CPP order. The Bidder shall determine the budget, the target group, the time of campaign and possible additional services referred to in item 6.
 - 3.2.3. The sale of CPP Packages in other target groups than the basic '16-59 age' group is possible on the following terms:
 - 3.2.3.1. The sale and settlement are performed in one of the groups referred to in Section III article 2 of those Rules.
 - 3.2.3.2. TVP defines the conversion indexes against the basic group for each group referred to above each time for a particular period of the sales opening, not later than at the time of the opening of the sales of such a period, except for index for 16+ group.
 - 3.2.3.3. The conversion index against the basic group for the 16+ group is fixed and was defined in part III point 2 of these rules.
 - 3.2.3.4. TVP applies the priority of allocation of KZP packages in the 16+ group against KZP packages settled in other groups, including the basic group.
 - 3.2.4. The guarantee shall not cover the number of delivered GRP or detailed schedule of the broadcast which may be changed at any time.
 - 3.2.5. KZP packages are accepted for broadcasting in general channels, in thematic programs and in own channels of the Regional Branches of TVP S.A., irrespective of the number of ordered GRP – there is no minimum number of ordered GRP.
 - 3.2.6. The basis to define the level of obtained GRP is the size of the audience for broadcast advertising films in the selected target group, according to the advertising film broadcasting time quoted by the data provider – data provided from the electronic audience measurement – with the accuracy of 0.01 GRP.
 - 3.2.7. If the value lower than 0.01 is assigned according to the electronic measurement of the audience of a single broadcast, the following parameters shall be assigned to the broadcast:

- 3.2.7.1. the audience of to 0.01 in case of broadcasting in the general channels of TVP,
- 3.2.7.2. a fixed payment of PLN 12 for each broadcast in other TVP channels to which the length indexes specified in point 5, additional payments specified in point 6 and discounts defined in item 7 will not be applied.
- 3.2.8. Depending on the campaign time ordered to be broadcast, an order shall be settled in the following manner:
 - 3.2.8.1. 3 calendar days inclusive: according to the actual value of GRP number received by all the broadcasts comprising the order;
 - 3.2.8.2. between 4 and 7 calendar days: according to the actual value of GRP number received by all the broadcasts comprising the order, however, no more than 115% of the ordered budget value , with the tolerance of +/- 1 (one) PLN net;
 - 3.2.8.3. 8 days and more: according to the actual value of GRP number received by all the broadcasts comprising the order, however not more than 102% of the value of the ordered budget, with a tolerance of +/- 1 (one) PLN net.
- 3.2.9. After the execution of the agreement, at the request of the Bidder, the TVPAO shall send the settlement of the campaign coats to the Bidder.
- 3.2.10. **Sales of Cost Per Point (CPP) packages** are performed for general channels treated as wholes, thematic channels treated as wholes and own programs of TVP Regional Branches treated as wholes.

3.3. Sales of Spot Packages (PSpot):

- 3.3.1. The basic price is determined by the cost, determined through negotiations, of a single broadcast of a 30-second film.
- 3.3.2. The Bidder shall determine the budget, the number of broadcasts and possible additional services referred to in item 6.
- 3.3.3. The guarantee shall not cover detailed broadcast schedule which may change at any time.
- 3.3.4. The sale of the Spot Packages (PSpot) shall be conducted exclusively for the thematic channels of TVP S.A., TV Belsat and own channels of the TVP Regional Branches.

3.4. Sales of advertisement in the Internet

- 3.4.1. The basic price of reservation shall be indicated by the value of a 30-second film, determined by CPM:

3.4.2. The Bidder defines the budget and parameters of the exposure and possible additional services according to the provisions provided for in separate documents published on www.brtvp.pl.

3.4.3. The sales of advertisements in the Internet are conducted for the web page of TVP.pl portal and for web pages in favour of which TVP is entitled to sell advertisements.

4. Rules of sales for other elements of the offer:

4.1. **Non-Commercial Campaigns** are performed only in the form of sales according to the price list.

4.2. **Programme Sponsoring** – the value of sponsorship contribution is defined individually with the Bidder.

4.3. **Paid Product Placement** – the value of remuneration is defined individually with the Bidder.

4.4. **Educational and Informative Campaigns** – the value of financial contribution is defined individually with the Bidder.

4.5. Teleshopping:

4.5.1. The service of the teleshopping film broadcasting is performed in advertising blocks or in separated 'Teleshopping' blocks.

4.5.2. The price for a specific number of broadcasts of films is determined during negotiations, providing – among others – for the value of Bidder's budget, a daypart, number of broadcasts etc.

4.5.3. For the service of the teleshopping film broadcasting, no discounts referred to in item 7 shall be granted.

4.5.4. The TVPAO reserves the exclusive right to set the time of the broadcasting of the separated "teleshopping" blocks.

4.5.5. The TVPAO reserves the exclusive right to choose the position in a block for films broadcast in advertising blocks.

4.6. **The rules for the sale of exposure of advertisements and commercial communications in interactive media and teletext** are regulated in separate documents ("Interactive media Price List" and "Rules for the sale of commercial communication broadcasting in the interactive media of TVP S.A. published on www.brtvp.pl

5. **The basic price shall be subject to indexation** if the spot has other length than 30 second, with the use of conversion indexes according to the below table, and the values resulting from the conversion are rounded to a full PLN :

advertising film 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"	1.17
36"-40"	1.33
41"-45"	1.50
46"-60"	2.00

For the advertising spot length over 60 second, the linear converter shall apply (equal to the relationship of the film length to 30 seconds). The value resulting from the conversion shall be rounded up to full zloty.

6. The basic price is increased by additional payments as follows:

6.1. Selection of the position in the block

- 6.1.1. The amount of additional payments depends on the selected position in the block. The fee is charged for each broadcast of the advertising film separately. The amount of the additional payment (in %) is presented in the table below:

Item	First and last	Second and last but one	Any other indicated
Additional payment in prime time in %	20	10	5
Additional payment in off peak in %	15	10	5

- 6.1.2. In the selection of the position in the block, the Telewizja Polska Advertising Office shall not offer a possibility to select the advertising block position with the allocation of the nearest neighbouring program.
- 6.1.3. In case of selecting the sponsorship indication position in the sponsorship block, the value contribution shall be increased by an additional payment amounting to 10% of broadcast value of each sponsorship indication, the position selection refers to, regardless of the position and the daypart.
- 6.1.4. The amount of additional payment for the selection of position in the block may be determined in an auction mode between the Bidders for the selected advertising blocks, indicated each time by the TVPAO.

6.2. Competitive exclusivity in an advertising block – the additional payment is 40%. The Bidder has the possibility to buy exclusiveness in the "product" category. As part of this service, the TVPAO Bidder guarantees to the Bidder that no advertising films of the

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 as to their films' broadcasting time are applicable. The service shall not be available for the sale according to the price list.

6.3. Combination of several advertising films in one advertising film – an additional payment of 10% will be charged if one advertising film contains separate advertising films which can be broadcast separately.

6.4. Two or more Advertisers

6.4.1. In case of video or audio presentation, in particular, of the name, brand, trademark or other element identifying more than one Advertiser in one advertising film – the additional payment amounts to 10%, regardless of the number of elements identifying the other Advertiser or Advertisers.

6.4.2. In case of video or audio presentation of the name, brand, trademark or other element identifying a media patron, a patron of the social network, a partner or sponsor of an activity the advertisement directly refers to – the additional payment is 5%, regardless of the number of identifying elements. The additional payments shall exclude only text indication of the address using the social network domain.

6.4.3. In case of the presentation, in one advertising film, of the elements identifying more than one Advertiser whose total time of exposure exceeds 50% of the length of that advertising film (dominant advertiser), the TVPAO shall have the right to charge the Bidder with a higher additional payment in the amount determined on an individual basis.

6.5. Variant advertisement: broadcast of one of the versions of an advertising film, depending on the explicit condition, described in detail in the agreement signed with the Bidder, formerly sent to the TVPAO. The extra payment to be charged, only for the sale according to the price list, amounts to 50% for each broadcast.

6.6. Duospots: two advertising films of the same product of the same Advertiser broadcast in one advertising block. The additional payment shall amount to 10% of each of the spots. The additional payment is not charged when the Bidder selected the position in the advertising block in accordance with 6.1. or if the Bidder made his purchase according to the price list.

6.7. Resignation from broadcasting at night – if the Bidder orders the broadcast of advertising films in the package involving Cost Per Point, with the reservation of broadcast exclusion between 00:01 – 06:00, the additional payment will amount to 10% per each broadcast outside night hours.

- 6.8. **Broadcast at one daypart** – if the Bidder orders the broadcast of advertising films in the package involving Cost Per Point only at one, selected daypart, the additional payment will amount to 10% per each broadcast at the indicated daypart.
- 6.9. **The 'prime time' broadcast** – if the Bidder orders the broadcast of advertising films in the package involving Cost Per Point at the 'prime time' daypart, the additional payment will amount to 35% per each broadcast in general channels and 55% per each broadcast in the other channels of TVP S.A.
- 6.10. **Separation of the Advertiser's various products** – if the Bidders reserves in its order that various advertising films of one Advertiser cannot be broadcast in one advertising block, the additional payment will amount to 10% of the value of each ordered broadcast of advertising films in the package involving Cost Per Point or a Sports Package the reservation refers to.
- 6.11. **Non-continuity of the campaign** – if the Bidder orders the broadcast of advertising films in the package involving Cost Per Point, with the reservation of broadcast exclusion at indicated hours, the additional payment will amount to 10% of the entire order.
- 6.11.1. The reservation of the broadcast exclusion for the full calendar week (defined as seven calendar days from Monday to Sunday), or its multiples, within the sales period shall not be subject to such additional payment.
- 6.11.2. Various orders for the same product, the same target group and the same sales period may be combined and settled as one order by the TVPAO.
- 6.12. **Limitation of broadcast to selected channels:** if the Bidder orders the broadcast of advertising films in the package involving Cost Per Point only in selected channels of TVP S.A. and channels which are not owned by TVP S.A., in favour of whom it is entitled to sell advertising spot broadcasts, the additional payment shall amount to:
- 6.12.1. 10% in case of the cancellation of the broadcast in TVP1 and TVP 2,
- 6.12.2. in case of ordering broadcasts in the limited number of thematic channels of TVP S.A.:
- 6.12.2.1. 5% in case of an order for broadcasting in 6, 7 or 8 channels;
- 6.12.2.2. 10% in case of an order for broadcasting in 4 or 5 channels;
- 6.12.2.3. 15% in case of an order for broadcasting in 2 or 3 channels;
- 6.12.2.4. 30% in case of an order for broadcasting in one channel only.
- 6.12.3. The broadcasts cannot be restricted to selected channels if the Bidder purchases and uses the package involving Cost Per Point, making settlements towards other target group than the basic one, excluding the "all persons 16+" group and subject to item 6.12.4.

- 6.12.4. If the broadcasting is restricted only to TVP ABC channel, the settlement may only be made in the 4-12 group.
- 6.12.5. The change in the number of channels for which the sale of advertisements by TVPAO is carried out during the term of these Rules shall not be treated as a change to these Rules, and in particular it shall not affect the application of provisions of items 6.12.1 and 6.12.2.
- 6.13. **Advertisement of an alcoholic beverage:** broadcasting of an advertising film of sponsorship indication towards which the TVPAO shall incur the fee towards the provision of services the subject of which is advertisement of alcoholic beverages. The additional payment shall amount to 11,11% and shall be calculated on the total amount of the value of the broadcast of the advertising spots containing alcoholic beverage advertising, with taking into account payable additional payments and discounts, without special fees specified in point 9 and cancellation fees specified in point 10.
- 6.14. **Using non-standard forms of exposures of advertising films**
- 6.14.1. **Road Blocking:** broadcasting of two advertising films of the Bidder in TVP1 and TVP2 channels in advertising blocks broadcast at the same hour and minute. The additional payment amounts to 20% per each broadcast of the two advertising films. This service shall be available for the sale according to the price list.
- 6.14.2. **Precise Road Blocking:** broadcasting of two advertising films of the Bidder in TVP1 and TVP2 channels at the same hour, minute and second, with the tolerance up to 5 seconds. The additional payment shall amount to 80% for each of the broadcasts of the advertising films. The service is available only for the sales according to the price list and only in case of the programs indicated by the TVPAO.
- 6.14.3. **Screen Compression:** broadcasting of an advertising block containing one advertising film, visibly marked as 'advertisement' at the beginning and at the end of the advertising block or during the whole time of the advertising film broadcasting. The broadcasting of an advertising film in this form does not require the 'advertisement' marking. The additional payment shall amount to 30% for each broadcast of the advertising film. This service shall be available for the sale according to the price list.
- 6.14.4. **Exclusive Advertising Block:** the broadcasting of an advertising block with one advertising film only between a program and another advertising block or self-promotion. The additional payment shall amount to 30% for each broadcast of the advertising film and may be increased for the selected channels, about which the TVPAO shall notify prior to the opening of the sale for the period in which the program is to be broadcast. This service shall be available for the sale according to the price list for films with the length of at least 30 seconds.

6.14.5. **Supereexclusive Advertising Block:** the broadcasting of one advertising film only in one block, which is the only advertising block between two programs (excluding sponsorship indications). The additional payment shall be determined on an individual basis. This service shall be available for the sale according to the price list for films with the length of at least 30 seconds, exclusively in the channels and in the programs indicated by the TVPAO.

6.14.6. **Bumper:** an advertising film integrated with the marking of an advertising block. It is required to maintain a minimum length of the advertising block marking equal to the length of such marking used by the Channel. This service shall be available for the sale according to the price list. The film length is assumed to be a total length of the marking of the advertising block and the advertising film, indexed in accordance with par. 5. Moreover, an additional payment shall be made for each broadcast, according to the below presented table:

Total length in seconds:	Additional payments:
do 15"	60%
16" – 30"	55%
31" – 45"	50%
46" – 60"	45%
61" and more	40%

6.14.7. If more than one Bidder declare the intention to use the non-standard forms of the advertising film exposure with respect to the advertising block broadcast on the same day and time, the value of the additional payment in this respect may be established by means of an auction between the Bidders.

6.15. **Order of a small package:** in the case the Bidder orders the broadcast of advertising films in the Cost per Point package equal to or smaller than 10 GRP in general channels of TVP, or 2 GRP in other channels, an additional payment of + 10% shall apply to each broadcast covered by this order.

6.16. **Additional payment for the provision of non- standard broadcasting services** not described in these Rules is specified with the Bidder on an individual basis.

7. The basic price is decreased by discounts as follows:

7.1. Discount 'for budget': the discount for the volume of forecast expenditure in the amount defined during negotiations between the parties.

7.2. Discount for non-commercial campaign.

7.3. Discount 'for a new Advertiser': the discount amounts up to 10%. A New Advertiser shall mean the Advertiser who did not enter sign any agreements with the TVPAO concerning advertising spots for the last 12 months, at least. The discount shall be in force for the

first 30 effective days of the advertising campaign (days on which the advertising spot was broadcast), realized exclusively through the sale according to the price list.

7.4. The discounts granted as a part of Special Offers.

7.5. Additional discounts, not specified in the Rules.

8. Rules for calculating additional payments and discounts:

8.1. The basis to calculate the discounts and additional payments is the basic price of the spot, indexed according to item 5.

8.2. The discounts shall apply, respectively, to each form of sale and shall be calculated, one by one, on the variable basis, in accordance with the order determined in the below table:

Sequence	Title	discount/additional payment	Price List	Cost for Point Package	Spot Package
1	broadcast in Prime time	Additional payments	-	X	-
2	broadcast in a single daypart	Additional payments	-	X	-
3	resignation from the broadcast at night	Additional payments	-	X	-
4	position in the block	Additional payments	X	X	X
5	combination of a few advertising spots in one film	Additional payments	X	X	X
6	Competitive exclusiveness	Additional payments	-	X	X
7	two advertisers	Additional payments	X	X	X
8	dominant advertiser	Additional payments	X	X	X
9	Variant advertising	Additional payments	X	-	-
10	duo-spots	Additional payments	-	X	X
11	precise road blocking	Additional payments	X	-	-
12	Screen compression	Additional payments	X	-	-
13	exclusive/ super-exclusive block	Additional payments	X	-	-
14	bumper	Additional payments	X	-	-
15	separation of the various products of the Advertiser	Additional payments	-	X	X
16	broadcast restriction to selected channels	Additional payments	-	X	-
17	discontinuity of the package	Additional payments	-	X	-
18	small package	Additional payments	-	X	-
19	Discount for the budget	Discount	X	-	-
20	non-commercial campaign	Discount	X	-	-

21	New advertiser	Discount	X		
22	Special offer	Discount	X	X	X
23	discount for the price list share	Discount	X	-	-
24	Additional discounts	Discount	X	X	X
25	alcoholic beverage advertising	Additional payments	X	X	X

X: discount/ additional payment is applied

- : discount/ additional payment is not applied

8.3. The TVPAO shall inform the Bidder on the method and/or sequence of the calculation of the final price of the broadcast in case there are additional payments and discounts other than those mentioned in points 6 and 7, increasing or decreasing the base price.

9. **Special Fees** are charged if the Bidder does not comply with its obligation to provide spots for broadcasting, in accordance with the provisions of Section I item 6.1. the Rules.

9.1. Providing the advertising material, changing the version of the material intended for broadcasting within less than three working days (until 12.00) 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 case of broadcasts in TVP1 and TVP2 and PLN 50 per each reservation in case of broadcasts in the other TVP channels in case the changes are made within two working days or less before the day of planned broadcast, excluding the day of broadcasting (by 12:00 a.m.) subject to item 9.1.2;

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

9.2. A correctly provided material shall mean an advertising material which has successfully passed the technical, linguistic and legal control in the TVPAO.

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

9.4. In case of holidays, 'prolonged weekends' and other additional bank holidays, the schedule of dates for the acceptance of advertising materials will be determined separately and published on www.brtvp.pl.

9.5. Special fees defined in 9.1. shall be charged irrespective of the additional payments defined in item 6. and discounts defined in item 7. and do not affect the basis of calculation referred to in 8.1.

9.6. Special fees defined in 9.1. shall not be subject to the indexation referred to in item 5.

10. **Cancellation fees** are charged if the Bidder **cancels its order for the broadcasting of commercial communications or changes** its order for such broadcasting, in particular, if it changes the date of broadcasting, decreases the value of the order or changes the length of the communication into a shorter one.

10.1. If such **changes are made with regards to the sales according to the price list (ZCP)**, the cancellation fee shall be as follows:

10.1.1. 100% of the value of the cancelled order if the change is made after creating the block, i.e. at 9:30 of the second working day proceeding the broadcast (excluding the broadcast date) and afterwards;

10.1.2. 50% of the value of the cancelled order if the change is made within 7 working days (including) prior to the broadcast (excluding the broadcast date);

10.1.3. 25% of the value of the cancelled order if the change is made over 7 working days (including) prior to the broadcast (excluding the broadcast date);

10.2. If such **changes are made with regards to the sales according to the Cost Per Point (CPP), spot package or teleshopping**, the cancellation fee shall amount to 30% of the value of the order.

10.3. Regardless of the payments referred to in point 10.1 and 10.2, the Bidder shall be required to pay 100% of the value of the commercial information broadcasts which have already been broadcast and edited (i.e. prepared to be broadcast in the period covering two successive working days, excluding the date on which the agreement was changed). The value of reservation in relation to the sale of the CPP package, spot package or teleshopping shall be determined according to the size of the audience and the value as per the day, on which the TVPAO has been notified about the change.

10.4. In case of **the cancellation of the agreement on broadcast sponsoring**, including its value or date of performance, the Bidder shall pay the following cancellation fee:

10.4.1. 100% of the gross value of the agreement on broadcast sponsoring if any of the said changes are made within the period shorter than 15 working days prior to the day of planned broadcast, excluding the broadcast date (by 12:00 a.m.);

10.4.2. 50% of the gross value of the agreement on broadcast sponsoring if any of the changes referred to in item 5. are made within 15 working days prior to the day of planned broadcast, excluding the broadcast date (by 12:00 a.m.).

10.5. In case of the cancellation of the agreement on product placement, the Bidder shall pay the following cancellation fee:

10.5.1. 100% of the gross value of the agreement if the arrangements concerning the performance of the agreement are changed within 3 working days prior to the planned realization (excluding the realization date) or if the scenes involving product placement were performed according to realisation arrangements or the script.

10.5.2. 50% of the gross value of the agreement if the cancellation is made after the Bidder's approval of the script or realization arrangements on the product placement; the Bidder shall have the right to refuse to approve the content of the script or the realization arrangements exclusively in case of non-compliance of their content with agreements of the parties made via e-mail or in other form in writing,

10.6. The Bidder shall pay the cancellation fees within 14 days since the date of invoice issue, unless the agreement provides otherwise, by means of a bank transfer, into a bank account indicated by the TVPAO, on the basis of an accounting document issued by the TVPAO according to the regulations of the tax law and the law on accounting.

11. Reinvestments of special payments and cancellation payments

11.1. The TVPAO may decide not to charge the Bidder with the special payments specified in point 9 and the cancellation payments specified in point 10 if the Bidder fulfil at least one of the following conditions:

11.1.1. The Bidder shall sign an agreement on the sponsoring of the broadcast to be transmitted in the TVP S.A. channels, for the amount not lower than 100% of the value of the fee (rounded up to PLN 100). The sponsorship agreement must be entered into no later than until the end of the calendar month following the month which the payment refers to.

11.1.2. The Bidder shall sign an agreement on the exhibition of advertisements and communications in interactive media of TVP S.A., in the direct sale model, with the value amounting to 100% of the fee, at least, with the pricing of that exhibition by 25% higher than CPM relevant for the Bidder. The expenditures must be paid no later than until the end of the calendar month following the month which the payment refers to.

11.1.3. The Bidder shall sign an agreement on the exhibition of advertising spots in own channels of the Regional Branches of TVP S.A., in accordance with the sales offer of the own bands of the Regional Branches of TVP S.A. The expenditures must be paid no later than until the end of the calendar month following the month which the payment refers to.

- 11.1.4. The Bidder shall sign an agreement on the exhibition of advertising spots in the thematic channels, according to the price list (ZCP). The expenditures must be paid no later than until the end of the calendar month following the month which the payment refers to.

12. Implementation of the declaration and the change in the commercial terms

- 12.1. The Bidder's declaration shall be made by the Bidder's authorised representative, in writing or via e-mail, prior to the commencement of the first advertising campaigns the declaration refers to, at the latest.
- 12.2. The declaration shall be deemed executed if the value of the expenditures incurred for the advertising campaign is at least equal to the value of the declaration.
- 12.3. The expenditure incurred for the advertising campaign by the entity other than the Bidder who made the declaration (the Media House representing the Advertiser if the declaration was made by another media house, directly by the Advertiser itself or if the declaration was made by the media house) shall not be included in the said declaration; instead, they shall be treated as a separated declaration, unless the Bidder gets the TVPAO's consent to include such expenditure to the declaration.
- 12.4. In case of the Bidder's failure to submit the declaration, the commercial terms and conditions from the first, the lowest, threshold shall apply the expenditures on the advertising campaign.
- 12.5. The Bidder who reduces the amount of the declaration or does not perform the declaration shall make additional payment constituting the difference between the value of discounts granted for the value of the declaration and the value of discounts due for the expenditure actually incurred for the advertising campaign within a given threshold, by the date of campaign commencement in a given year. Unless an agreement signed with the Bidder provides otherwise, the discount value relevant for a given (the highest published) threshold shall apply to the Bidder whose amount of the expenditure actually incurred for advertising campaigns is higher from the value stated in the highest investment threshold defined in the document hereto.
- 12.6. The commercial terms and conditions may be changed during the year at the request of the Bidder after submitting another, higher, declaration. In such case, the new terms shall include only the expenditure incurred by the Bidder starting from the next month in which the TVPAO received a new declaration, unless the new declaration is provided by 31.01.2018, then the new terms shall also include the expenditure incurred in January 2018.

Part III – VALUATION OF SERVICES

1. Sales according to the price-list

1.1. In case of sales according to the price list (ZCP), the discount for the budget shall be applied to the value stated in the price list, depending on the value of Bidder's declaration, which shall be verified by the value of the actually incurred expenditure, as follows:

Value of expenditures	ZCP basic discount
0 – 0.19 million	up to 30%
0.2 – 0.49 million	up to 31%
0.5 -0.99 million	up to 32%
1 – 1.99 million	up to 34%
2 – 2.99 million	up to 36%
3 – 3.99 million	up to 38%
4 – 4.99 million	up to 40%
5 – 6.49 million	up to 43%
6.5 – 7.99 million	up to 46%
8 – 9.99 million	up to 48%
10 – 11.99 million	up to 50%
12 -14.99 million	up to 52%

1.2. For the value of expenditure amounting to 15 million PLN and over, the terms of negotiation guidelines with TVP shall apply, providing for the proportions in relation to the lower thresholds

1.3. Regardless of the afore-described discount for the budget, it is possible to grant a discount for the actual share of purchases made according to the price list, in the individual sales periods, according to the below table:

Share of the price list	Discount for the price list share
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%

1.3.1. The discount for the share of the price list shall involve the size of share of purchases made according to the price list in relation to the value of the Advertiser's or the capital group's expenditure, separately for each sales period.

1.3.2. The discount for the share of the price list shall involve the size of share of purchases made in relation to the value of the Bidder's all reservations broadcast in a given month, settled in accordance with the Rules, separately for general channels (treated as a whole) and thematic channels (treated as a whole).

1.3.3. The expenditure incurred for the use of non-standard forms of exhibition, realizable only by purchasing the price list, defined in 6.14.2, are not included in the basis for the calculation of the discount for the price list share.

2. Sales of the KZP packages

2.1. In case of sales of the KZP packages, the CPP value for the 16-59 age group is determined on the basis of the value of the declaration made by the Bidder and shall be verified by the value of the actually incurred expenditure, as follows:

Value of expenditures	MIN CPP KZP TVP1+2 (16-59)	MAX CPP KZP TVP1+2 (16-59)	CPP KZP TVP thematic channels (16-59)
0 – 0.19 million	1,640	1,680	1,100
0.2 – 0.49 million	1,600	1,630	1,090
0.5 – 0.99 million	1,560	1,590	1,080
1 – 1.99 million	1,490	1,550	1,060
2 – 2.99 million	1,420	1,480	1,040
3 – 3.99 million	1,350	1,410	1,020
4 – 4.99 million	1,300	1,340	1,000
5 – 6.49 million	1,250	1,290	970
6.5 – 7.99 million	1,190	1,240	940
8 – 9.99 million	1,100	1,180	890
10 – 11.99 million	1,010	1,090	840
12 – 14.99 million	900	1,000	770

2.2. Within particular thresholds, the terms and conditions shall be determined based on, among others, expenditure level, purchase method, size of budget commitment and cooperation history.

2.3. For the total sum of expenditure amounting to 15 million PLN and over, the terms of negotiation guidelines with TVP shall apply, providing for the proportions in relation to the lower thresholds.

2.4. The below indexes apply to the determined CPP, separately for each sales period and separately for the general and thematic channels:

	1-7 I	8-31 I	II	III	IV	V	VI	VII	VIII	IX	X	XI	1-23 XII	24-31 XII
General	0.55	0.8	0.9	1.05	1.13	1.22	1.17	0.9	0.9	1.2	1.25	1.2	1.1	0.55
Thematic	0.55	0.8	0.9	1.05	1.15	1.2	1.12	0.75	0.75	1.2	1.25	1.2	1.1	0.55

2.5. The sale of the Price for Pint (KZP) packages is conducted for the following target groups other than the basic group: all persons 16+, women 25-59, women 16-34, all persons 16-34, men 16-59, all persons 25-59 from cities, and the group of children 4-12 available exclusively to the sale of TVP ABC as a single channel.

2.5.1. For the sale of KZP packages settled according to the "all persons 16+", group, the following conversion indices (multipliers), applicable to the value of CPP 16-59, shall apply.

2.5.1.1. For broadcasts in general TVP channels: 0.79;

2.5.1.2. For broadcasts in other channels: 0.89.

2.6. In case of sales of the KZP packages intended to be broadcast only in TVP ABC channel, the following exclusions from the above-described general rules shall apply:

2.6.1. The sales are realised only within the group of children 4-12 years old.

2.6.2. The CPP value for the 4-12 age group is determined on the basis of the value of the separate subdeclaration made by the Bidder and concerning its expenditure in TVP ABC and shall be verified by the value of the actually incurred expenditure, as follows:

Value of expenditures	CPP KZP TVP ABC (4-12)
0 – 0.19 million	350
0.2 – 0.49 million	310
0.5 – 0.99 million	280
1.0 – 1.49 million	260

2.6.3. For the agreed CPP, the indexes indicated below shall apply, separately for each sales period:

	1-7 I	8-31 I	II	III	IV	V	VI	VII	VIII	IX	X	XI	1-23 XII	24-31 XII
TVP ABC	0.65	0.65	0.75	1.1	1.2	1.3	1	0.75	0.75	1.15	1.2	1.35	1.2	0.6

2.6.4. For the value of expenditure amounting to 1.5 million PLN and over, the terms of negotiation guidelines with TVP shall apply, providing for the proportions in relation to the lower thresholds

2.7. In case of sales of CPP packages intended to be broadcast only in TVP ABC channel, in accordance with the provisions of item 2.6, the additional payment defined in Section II item 6.12.2. of the Rules does not apply.