



**TELEWIZJA POLSKA**  
**Advertising Office**

**RULES FOR THE CONCLUSION OF AGREEMENTS**

**by the TVP S.A. Advertising Office**

## GENERAL PROVISIONS

### 1. Introduction:

*The Rules for the Conclusion of Agreements by the TVP S.A. Advertising Office (hereinafter referred to as the "Rules") supplement the "Sales Rules in force at the TVP S.A. Advertising Office". The Rules specify the types of concluded contracts, requirements for the conclusion of contracts by the TVP S.A. Advertising Office, the terms and conditions for broadcasting advertisements on television and in interactive media as well as rules governing the processing of personal data and confidentiality. The definitions introduced in the "Sales Rules in force at the TVP S.A. Advertising Office" shall also apply to these Rules.*

### 2. Agreements concluded by the Advertising Office of Telewizja Polska may concern:

- 2.1. Broadcasts of advertising spots,
- 2.2. Broadcast of advertisements and commercial messages in interactive media,
- 2.3. Paid product placement,
- 2.4. Free product placement,
- 2.5. Financial sponsorship of television programmes,
- 2.6. Sponsorship consisting in funding prizes for contest participants, games or other form of competition,
- 2.7. Sponsorship consisting in the provision of free access to goods or services,
- 2.8. Broadcast of advertisements in Teletext,
- 2.9. Conducting an information campaign during programmes,
- 2.10. Conducting an information campaign consisting in broadcasting information spots,
- 2.11. Other services resulting from the activity performed by the TVP Advertising Office.

### 3. The contracts may be concluded by:

- 3.1. Advertisers, including sponsors, product placers, financiers, and other authorised entities,
- 3.2. Media Houses operating on their own behalf, for the entities referred to in item 3.1.,
- 3.3. Media Houses and entities referred to in item 3.1., operating jointly, hereinafter jointly referred to as **bidders**.

## BID AND CONCLUSION OF THE AGREEMENT

### 4. Bid and conclusion of the agreement for television and interactive media:

- 4.1. The agreement shall be concluded with the bidder in writing upon prior approval, in writing or by e-mail, of a bid (in the form of a document) by TVP AO. A bid must be delivered to TVP AO by e-mail to the e-mail address of the responsible person designated by TVP AO or in writing to the following address: ul. J.P. Woronicza 17, 00-999 Warsaw.
- 4.2. The submitted bid must be legibly signed or affixed with a personal stamp of the authorised person signing it or affixed with a qualified electronic signature.
- 4.3. In the case of a television campaign, the bid must be submitted not earlier than on the day on which sales are opened for the relevant period, unless other opening dates have been set out in the specific rules which have been made available to bidders or in international agreements concluded by Telewizja Polska S.A.
- 4.4. The submission of a bid is tantamount to readiness to purchase all broadcasts resulting from the terms specified in the bid.
- 4.5. The bidder is required to specify all campaign parameters in the bid, include all surcharges and additional broadcast services.
- 4.6. TVP AO reserves the right to accept the bid either in its entirety or in part, depending on the availability of TVP resources. Whether the bid for the purchase of a commercial message submitted by the bidder is accepted in its entirety or in part depends on the availability of TVP resources.
- 4.7. After the bid is accepted as mentioned above, the parties shall sign an agreement, subject to the programmatic model referred to in item 4.13. The agreement must be legibly signed, affixed with a personal stamp and signed, or affixed with a qualified electronic signature by authorised persons on both sides.
- 4.8. A signed agreement must be delivered to TVP AO by e-mail to the e-mail address of the responsible person designated by TVP AO or to the following address: ul. J.P. Woronicza 17, 00-999 Warsaw.
- 4.9. The agreement must be delivered to TVP AO no later than **3 business days** before the broadcast of the commercial message on television and in interactive media, subject to the provisions of item 4.10.
- 4.10. In the case of an order for broadcast on HBB TV, the agreement must be delivered to TVP AO no later than **10 business days** before the broadcast, while in the case of custom campaigns requiring the production of materials necessary for the performance of the agreement, the agreement must be delivered **before the start of production**. In the case of custom bids, TVP AO allows setting and individual deadline for the delivery of a signed agreement.
- 4.11. The bidder can monitor on-going advertising activities and obtain information on the TV campaign using the lubileo platform and obtain information on statistics on the online campaign using the ad server of TVP.
- 4.12. Examples of bids, powers of attorney and authorisations may be found at [www.brtvp.pl](http://www.brtvp.pl).
- 4.13. In the case of the programmatic model, an advertising campaign is ordered through programmatic platforms after individual terms and conditions have been agreed and accepted.

**5. Responsibilities of the bidder before start of the broadcast of commercial messages on television and in interactive media:**

**5.1.** The bidder is under an obligation to deliver to TVP AO, within the deadlines specified in item 5.6:

- 5.1.1. Proof that payment for broadcasts in the relevant month has been made to the bank account designated by TVP, provided that another due date does not apply to the bidder.
- 5.1.2. At the request of TVP AO, an administrative decision or other legal document concerning the advertised product or service.
- 5.1.3. A file containing the broadcast 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, via the “Klipper” service (available at [kliper.tvp.pl](http://kliper.tvp.pl)). In exceptional and justifiable situations, TVP AO may specify another file delivery method.
- 5.1.4. A legibly signed statement of the bidder that the bidder holds proprietary copyright and related rights to commercial messages as well as a statement that the message does not violate copyrights or related rights of any third parties or any personal rights of persons or entities presented therein, if the file containing the broadcast material is delivered in a way other than via the “Klipper” service,
- 5.1.5. The specifications of advertising materials, the model of which is available on [www.brtvp.pl](http://www.brtvp.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 the file containing the broadcast material is delivered in a way other than via the “Klipper” service.
- 5.1.6. Additional materials needed to broadcast the campaign in interactive media, including URL links, counting scripts.
- 5.1.7. A 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”. The statement and the Nutrition Criteria document are available at [www.brtvp.pl](http://www.brtvp.pl),
- 5.1.8. A statement 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”. The statement and the Agreement document are available at [www.brtvp.pl](http://www.brtvp.pl).

**5.2.** The commercial message must meet the technical requirements specified in the “Technical Requirements of TVP Concerning Advertising Materials” document in the case of TV campaigns and in the “Technical Specifications of Advertisements in Interactive Media of TVP” in the case of interactive media campaigns, available at [www.brtvp.pl](http://www.brtvp.pl).

**5.3.** Commercial messages which do not meet the legal, technical or linguistic requirements shall be considered as not delivered.

**5.4.** TVP AO reserves the right to refuse or withhold the broadcast of a commercial message, if any of the conditions referred to in items 5.1 to 5.2 are not met.

**5.5.** TVP AO reserves the right to refuse to broadcast a commercial message during a programme intended for children if, in spite of the statement received, in the opinion of TVP AO the material does not comply with the “Nutrition Criteria for Self-regulation Relating to the Advertising of Food for Children Under the Age of 12 in Poland”, and to refuse to broadcast

a commercial message if, in spite of the statement received, the message does not comply with the provisions of the “Broadcasters’ Agreement on the Rules for the Dissemination of Dietary Supplement Advertisements”.

- 5.6. Documents and materials indicated in item 5.1 must be delivered to TVP AO no later than **3 business days before the schedule broadcast date** of the commercial message (not including the broadcast day, by 12:00), in the case of a broadcast on HBB TV not later than **10 business days before the broadcast**, whereas in the case of custom campaigns that require the production of materials necessary to perform the agreement – **before the start of production**. In the case of materials that are in the system of TVP AO, the Bidder must submit a request for them to be moved no later than 3 business days before the planned broadcast.
- 5.7. If the bidder fails to deliver the broadcast materials within the prescribed deadline, TVP AO reserves the right not to perform the agreement or a part thereof without being obligated to provide compensation for non-performance or to return the amounts due for the non-performed part of the agreement. The delay in the performance of the agreement may be proportional to the delay in the delivery of the material.
- 5.8. When signing the agreement, the bidder agrees to the use of the advertising materials or fragments thereof, prepared or created with the involvement of TVP AO as part of performing the agreement concluded with the bidder, by TVP for purposes related to the promotion of its own products, 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.

## 6. Documents required to conclude the agreement

The bidder shall be required to attach the following documents to their bid:

- 6.1. If the bidder has a registered office or place of residence located in the territory of the Republic of Poland:
  - 6.1.1. Where the 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 that allows to establish the bidder’s first and last name or full name (business name), legal form of their business activity, registered office, address, object of business activity (in the case of an entrepreneur – provided in accordance with the PKD classification), as well as to verify the veracity of representations made by the bidder when concluding the agreement,
  - 6.1.2. 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,
  - 6.1.3. In the case 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 case of entering into a subsequent agreement – information on the National Business Registry (REGON) Number,
  - 6.1.4. In the case of entering into the first agreement with the TVP Advertising Office: certificate on the assignment of the Tax Identification Number (NIP). In the case of entering into a subsequent agreement – information on the Tax Identification Number (NIP),
  - 6.1.5. Concessions, permits or licences, if the obligation to obtain these is stipulated by law,

- 6.1.6. 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.
- 6.2. If the bidder has a registered office or place of residence 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 their 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 their registered office or place of business.
- 6.3. The bidder shall promptly update the documents referred to in items 6.1. and 6.2. 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 their 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.
- 6.4. 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 6.1. and 6.2., unless the data contained in these documents has 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 6.1. and 6.2., they must submit a statement that the data contained in these documents is still valid.
- 6.5. The documents referred to in items 6.1. and 6.2. 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.
- 6.6. The copies of original documents referred to in items 6.1. and 6.2., 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.
- 6.7. 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 together with documents referred to in items 6.1. and 6.2. – 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 by duly authorised persons – the so-called document form, and then approved in that form by persons authorised to act on behalf of TVP.

## **7. Non-disclosure and personal data processing clauses**

### **7.1. . Non-disclosure obligation**

1. Bidders and the TVP Advertising Office shall keep any information provided to each other in connection with the conclusion and performance of the agreements referred to in the Rules fully confidential, throughout the term of the agreements and following their expiry.
2. The following, in particular, shall be deemed a breach of the non-disclosure obligation:

- 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,
- disclosure of the contents of accounting documents, e.g. invoices or accounting notes, related to the performance of the agreements to third parties,
- disclosure of other commercial terms and conditions negotiated by the parties to third parties,

subject to the provisions concerning BCDs referred to in the “Sales Rules in force at the TVP Advertising Office”.

3. 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 prior written consent of Telewizja Polska S.A. In particular, the bidder acknowledges 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.
4. 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 item 1 above.
5. In the event of a breach of the obligation to not disclose the information referred to in this clause, each of the parties shall have the right to impose a contractual penalty in the amount of PLN 50,000.00 gross per identified breach upon the party in breach of the non-disclosure obligation. 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. The non-disclosure 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 organisations (including, but not limited to, foundations) subject to public oversight are obligated to disclose under separate regulations.
7. Bidders undertake to consult the contents of publications and interviews with the mass media that concern the subject matter of the agreements and details related to their conclusion with the Corporate Affairs Office of Telewizja Polska S.A. at [rzecznik@tvp.pl](mailto:rzecznik@tvp.pl).
8. The information indicated in item 2 above concerning the commercial terms negotiated by the parties constitutes a business secret of TVP.

## **7.2. Processing of personal data**

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: 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 performance as the controller.
2. The personal data of bidders (who are natural persons) are processed pursuant to Article 6(1)(b) of the GDPR, 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 is processed pursuant to Article 6 (1)(f) of the GDPR, 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 the accounting and tax regulations).

3. Data is processed for the purpose of concluding and performing commercial agreements.
4. The source of personal data is 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.
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 above-mentioned rights may be exercised through the contact person referred to in item 7 below.
6. Notwithstanding the above, such persons shall also have the right to lodge a complaint to the President of the Personal Data Protection Office, if they consider that the processing of their personal data violates the provisions of the GDPR.
7. The Data Protection Officer of TVP may be contacted by e-mail at: rodo@tvp.pl, and by regular mail at: Telewizja Polska S.A. ul. J. P. Woronicza 17, 00-999 Warszawa, Poland, with a note: "Attn. Data Protection Officer".
8. The provision of personal data is necessary for the purposes of conclusion and performance of commercial agreements and is a condition for the conclusion of a commercial agreement.
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.
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 commercial agreement.
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 an appropriate agreement on personal data processing or another document regulating the legal relationship in this regard with the TVP Advertising Office.

### **7.3. Terms and conditions of using data in interactive media.**

The bidder undertakes to process the data of interactive media users provided to them under the agreement solely for purposes related to the performance of this agreement. Should the Advertiser or Media House provide the data concerned, the bidder shall oblige the Advertiser or Media House not to process the data for purposes other than those indicated below. These purposes arise from IAB requirements (CMP/TCF2.0 standard). The information systems used by the Bidders for advertising purposes must comply with the CMP/TCF2.0. standard, i.e. they must be able to correctly read the consents given by users for processing their data for particular purposes and use the users' data in



accordance with the consents given.

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.

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 contents 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.

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.

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.

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.

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.

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 cannot use data from panel analysis or similar recipients for advertisement data measurement purposes without a separate legal basis for market research in order to generate recipients' observations.

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 cannot: measure whether and how advertisements (including native advertisements) were presented to the user and what their reaction was or use data from panel analysis or similar recipients for advertisement data measurement purposes without a separate legal basis for market research in order to generate recipients' observations.

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 cannot 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 or measure what content was displayed to a specific user and how that user responded without a separate legal basis for measuring content efficiency

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 cannot carry out any other data processing operations permitted for another purpose to achieve that purpose.

## FINAL PROVISIONS

8. Commercial messages cannot 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.brtvp.pl](http://www.brtvp.pl), as well as upon other internal and external regulations. The bidder shall be held solely liable for the contents 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.
9. TVP Advertising Office reserves the right to change the dates and prices for broadcasting commercial messages in on television channels and advertisements in interactive media due to technical or programme-related reasons, and in particular those caused due to change in the time of broadcast events, change in the broadcaster's programming offer and by the use of on-air time by governing state authorities for direct presentation and explanation of state policy, in accordance with Article 22.2 of the Broadcasting Act of 29 December 1992 (consolidated text: *Dziennik Ustaw* 2022, item 1722) 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 (*Dziennik Ustaw* 1996, No. 109, item 526), and caused by crisis or emergency situations.
10. 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) and in the case of a programming change that entails a significant increase in the ratings.

- 11.** In the case referred to in items 9 and 10, 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.
- 12.** Where due to reasons other than those specified in items 9 and 10 the date of broadcasting commercial messages 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.
- 13.** 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 case, the provisions of items 10 to 12 shall apply *mutatis mutandis*.
- 14.** In regard to commercial messages the broadcast of which on the channels of TVP may result in the bidder obtaining additional benefits in the form of an “ambush marketing” advertising campaign or in the use of the channels of Telewizja Polska S.A. as a metaplatform for expanding the reach among the audience 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 on terms specified in the *Sales Rules in force at the TVP S.A. Advertising Office*.
- 15.** The TVP Advertising Office reserves the right to refuse to broadcast or suspend the broadcast of commercial messages, in particular if:
  - 15.1.** there is a reasonable suspicion that their contents are in breach of the law, the principles of social co-existence, infringe third party rights or promote a product competitive in relation to TVP,
  - 15.2.** TVP does not receive payment for previously broadcast commercial messages or receives it late,
  - 15.3.** TVP does not receive payment prior to the performance of the order – where an advance payment was agreed upon,
  - 15.4.** the bidder does not submit the materials necessary to perform the agreement within the time limit specified in the Rules,
  - 15.5.** the bidder does not submit the signed agreement prior to the start of the campaign,
  - 15.6.** 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,
  - 15.7.** the content or form of the commercial messages is deemed by TVP to be oppressive or harmful to users,
  - 15.8.** the content is contrary to the programming policy or interests of TVP,
  - 15.9.** claims are lodged by a third party in connection with the broadcast of commercial messages and advertisements in interactive media.
- 16.** The TVP Advertising Office reserves the right to change the dates of broadcasting the commercial messages, 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.

- 17.** The TVP Advertising Office reserves the right to place, during the broadcast of advertisements in the advertising block, a clock indicating the time remaining until the end of the broadcast of that advertising block.
- 18.** The bidder shall be liable for any damages that may arise as a result of the performance of the order by TVP 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.
- 19.** 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 material.
- 20.** 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.
- 21.** 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.
- 22.** Where the bidder is late with payments towards TVP, the TVP Advertising Office reserves the right to:
  - 22.1.** inform the advertiser for whom the media house operates about the existence of arrears and possible consequences listed below;
  - 22.2.** not accept orders from the bidder,
  - 22.3.** amend the commercial terms and conditions when executing subsequent agreements;
  - 22.4.** suspend the broadcast of the campaign of the advertiser who is in arrears with payments.
- 23.** The assignment of rights and obligations under the Agreement is possible only upon obtaining the consent of the other party.
- 24.** In the event of any disputes, the parties shall seek to settle these amicably, and where no agreement can be reached, the case shall be settled by a common court having jurisdiction over the registered office of TVP.
- 25.** These Rules and agreements concluded on their basis, as well as statements made by the parties in connection to them, shall be governed by the Polish law.
- 26.** Any matters not regulated by the Agreements and the Rules shall be governed by the applicable provisions of law.
- 27.** The TVP Advertising Office reserves the right to amend the Rules.
- 28.** Information about the amendment of the Rules shall each time be published on the following website: [www.brtvp.pl](http://www.brtvp.pl).
- 29.** Bidders are bound by the provisions laid down in the Rules published at [www.brtvp.pl](http://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.
- 30.** 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.

31. 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 concerned 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.
32. The systems, scripts or codes used by the Bidder to acquire information about users of TVP interactive media must comply with the CMP/TCF2.0 standard from the IAB.
33. The use of systems, scripts or codes referred to in item 31 above requires the presentation to TVP of the specification of the mechanism concerned as well as obtaining a separate consent of TVP granted in written or document form. The scripts submitted shall be verified by TVP in terms of compliance with TCF 2.0 standards.

#### **34. Complaints**

- 34.1. If the bidder finds that the TVP Advertising Office has not broadcast a commercial message or had broadcast such a message in a way contrary to the Agreement, the bidder has the right to lodge objections in writing within 15 calendar days from the date of the broadcast or expiry of its scheduled time.
- 34.2. 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.
- 34.3. Objections accepted by the TVP Advertising Office may constitute grounds for renegotiation of the terms and conditions of the agreement.
- 34.4. Lodging a complaint does not release the bidder from the obligation to pay the amounts due for the broadcast.
- 34.5. 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 the control of TVP, in particular by: force majeure (e.g. warfare, riots, acts or actions of public authorities, natural disasters, national mourning), disruption of broadcasting a television channel or the Internet, including breakdown of broadcasting equipment, failures or power outages, compliance with orders or prohibitions arising from the provisions of law or the terms of concessions, licences, permits or other documents issued by public authorities.

#### **35. 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 actions or omissions of the other party to the agreement, third parties and other unforeseen circumstances not attributable to TVP, prevent the performance of the agreement and are beyond the control of TVP. In such case, TVP shall be exempted from liability for non-performance or improper performance of the agreement.