



JEAN MINEUR MEDIATION B.V.

General Terms and Conditions for Cinema Advertising These conditions apply to the purchase of advertising from Jean Mineur Mediavision B.V.

## **1 DEFINITIONS**

In these general terms and conditions, the following definitions apply:

Advertiser:	Any (legal) entity that has entered into or wishes to enter into an agreement with Jean Mineur Mediavision BV regarding the display of a campaign in cinemas, including its representatives, agents, legal successors, and heirs.
Campaign:	The advertising message from the advertiser concerning a product, as described in the order/quotation form and intended for display. This includes commercials, posters, wall advertisements, sampling, taste testing, and all other forms of advertising in the broadest sense.
Cinema:	A theatre where movies are shown and with which Jean Mineur Mediavision BV has agreed to exploit the available campaign space.
Commercial:	An advertisement projected on the cinema screen before the film.
Agreement:	An order placed validly by the advertiser, by which the advertiser unconditionally agrees to the contents of the order/quotation form.
Order:	The advertiser's request to Jean Mineur Mediavision BV to display a campaign described in the order/quotation form.
Order/Quotation Form:	The standard form for an agreement.
Rate Card:	The list of rates used by Jean Mineur Mediavision BV to determine the display price.
Schedule:	An overview in the order/quotation form of the duration and/or frequency of the display as well as the forecast of the number of admissions for packages like Global Vision, Art Vision, Film Follow, Top 15, Selective, Moviegrafix, Flex Vision, and Family Vision.
Display:	The act of showing a campaign in a cinema to its audience.
Display Price:	The price stated in the order/quotation form for the display.



## **2 GENERAL**

- 2.1 The terms of an agreement concern only the commercial conditions under which the counterparty and/or its group participants purchase advertising airtime in the Jean Mineur network. Jean Mineur Mediavision BV does not guarantee availability of advertising airtime at all requested times and is not liable for any consequences of non-availability.
- 2.2 Requests for advertising airtime are only processed by Jean Mineur Mediavision BV if the product fits the intended target audience, in Jean Mineur's judgment.
- 2.3 Before an agreement is finalized, the advertiser receives a quotation form based on information previously provided about the campaign.
- 2.4 Any quotation form or offer from Jean Mineur Mediavision BV is non-binding unless explicitly stated otherwise.
- 2.5 A quotation form relates to one campaign only. For campaigns covering multiple brands or messages, multiple forms are required. Jean Mineur Mediavision BV reserves the right to determine what constitutes a single campaign.
- 2.6 In calculating surcharges, the total spot length is used. All spots including short reminders and tag-ons are counted.
- 2.7 If online (non-spot) space is also purchased, the advertiser agrees to technical measures such as tags, pixels, and cookies for reach measurement. The advertiser agrees to follow Jean Mineur's instructions and specifications.

## **3 FORMATION OF AN AGREEMENT**

- 3.1 After the parties have reached an agreement regarding the purchase of advertising airtime within the Jean Mineur network, Jean Mineur Mediavision BV will confirm the agreed terms in writing via email within three working days for acknowledgement and possible corrections by (the agency on behalf of) the counterparty. If Jean Mineur Mediavision BV does not receive a response within 14 days after the email was sent, it will assume the confirmation corresponds with the agreed terms.

## **4 ORDER**

- 4.1 An order is only considered valid when Jean Mineur Mediavision BV receives written approval via email within the deadline stated in the order/quotation form or, in the absence of such a deadline, no later than five weeks before the first display date stated in the order/quotation form, and the advertiser has not made any changes to it.
- 4.2 By placing an order, the advertiser fully and unconditionally accepts the sales terms and conditions of Jean Mineur Mediavision.



## **5 RATES**

- 5.1 In the case of a package deal, the agreement will include a net number of admissions to be invoiced over the contract duration. This amount is based on an agreed base rate, discount, and a standard spot length of 30 seconds.
- 5.3 The discount stated in the agreement applies only during the contract term to the expenditures and the total agreed amount of net billable admission numbers of the counterparty.
- 5.4 Depending on the chosen purchasing format, Jean Mineur Mediavision BV will multiply the base price by the indices listed under the purchasing options.

## **6 BONUS CREDIT**

- 6.1 The maximum bonus credit per month equals the net number of admissions requested for that specific campaign month.
- 6.2 When using bonus airtime, the terms and conditions of the agreement remain fully applicable.
- 6.3 No preferential positions are granted within the bonus credit, and the credit must be used within one year from the last date of the campaign period it was earned.
- 6.4 Converting already used and invoiced airtime into bonus airtime retrospectively is not allowed.
- 6.5 The credit scheme applies when the number of realized admissions is less than 85% of the forecasted number based on the selected packages.
- 6.6 The credit scheme is non-transferable to another advertiser and is restricted to the same product group within a corporate group.
- 6.7 It is not allowed to combine credits from different advertisers.
- 6.8 In the event of a mid-term agency change, the credit can be transferred from the former to the new media or advertising agency.

## **7 CANCELLATION CONDITIONS**

- 7.1 If a booked campaign budget is cancelled, Jean Mineur Mediavision BV is entitled to charge the counterparty the following cancellation fees:
  - 100% of the total cancelled campaign budget for the relevant campaign if the cancellation takes place within five working days before the first broadcast date of the display.
  - 4% of the total cancelled campaign budget if there is a cancellation and/or shift of more than 25% of the originally requested campaign budget, and the cancellation takes place between ten



and five working days before the first broadcast date.

- 100% of already incurred out-of-pocket and/or technical costs will be charged.

- 7.2 To determine the cancellation fee, Jean Mineur Mediavision BV will base the calculation on the originally requested campaign budget.
- 7.3 In the case of a cancellation as described in articles 7.1 and/or 7.2, internal transfers within the campaigns of a single advertiser (i.e., not across different advertisers within the same group) are permitted.
- 7.4 Depending on the chosen purchasing format, the counterparty is allowed to continue optimizing even after cancellation. Optimization includes both deductions and additions.
- 7.5 Distribution issues by the counterparty or their subcontractors, rejected commercials, commercials not ready in time, changes in strategy, or postponement of the campaign, etc., are not considered force majeure and do not exempt the application of the cancellation policy by Jean Mineur Mediavision BV.
- 7.6 If the cancellation results from a commercial being technically rejected by Jean Mineur Mediavision BV or if there are substantive objections to a commercial (e.g., following a ruling by the Advertising Code Committee), the cancellation policy will also apply.
- 7.7 Cancellations involving a budget shift to a subsequent month fall under the provisions of article 7.
- 7.8 Jean Mineur Mediavision BV reserves the right to cancel the display at any time if it appears that the content is in violation of the regulations mentioned in article 9.2 or, in the opinion of Jean Mineur Mediavision BV, is not acceptable as defined in article 9.1. In such cases, Jean Mineur Mediavision BV is not obligated to proceed with the display, and the advertiser is not entitled to any compensation.
- 7.9 In the event of cancellation based on the previous clause, the advertiser will owe the full display price as well as any additional costs and damages caused by the cancellation.

## **8 PURCHASING OPTIONS**

### **8.1 General Conditions for Purchasing Options:**

- All purchasing options are subject to availability.
- Jean Mineur Mediavision BV reserves the right to prioritize airtime allocation to requests with a higher price index over those with a lower price index. Furthermore, previously allocated airtime with a lower index may be replaced by a higher indexed request, in which case a replacement slot will be offered if available. If a replacement slot is not feasible, Jean Mineur Mediavision BV reserves the right to cancel the already allocated request or part thereof.



- 8.2 Jean Mineur Mediavision BV reserves the right to deviate from the estimated visit schedule by a maximum of 15% (either upwards or downwards).
- 8.4 Jean Mineur Mediavision BV reserves the right to show competing third-party commercials before and after a screening. The advertiser will not be granted exclusive campaign rights.
- 8.5 If the budget for a purchasing format is reduced during the term of the agreement, the purchasing format will be settled based on the actual number of visitors achieved. Visitor counts on days already completed with booked spots will still be invoiced.
- 8.6 For all purchasing formats, Jean Mineur Mediavision BV has the right to optimize in case of impending over- or underscores. The forecasts provided by Jean Mineur Mediavision BV shall at all times serve as the benchmark.
- 8.7 In case of an overscore of more than 15%, Jean Mineur Mediavision BV reserves the right to terminate the campaign earlier than planned.
- 8.8 In the event of an overscore exceeding 15%, it is possible to still reach the initially agreed campaign duration by purchasing additional airtime at a reduced rate.
- 8.9 If it becomes evident that a booked film is attracting more visitors than expected, Jean Mineur Mediavision BV will report this as soon as possible and no later than 24 hours in advance.
- 8.10 Paid preferred positions take precedence over unpaid preferred positions.

## **9 COMMERCIALS**

- 9.1 Without prejudice to clause 9.2, Jean Mineur Mediavision BV may, if deemed necessary, assess a campaign's admissibility prior to the first screening. If such an assessment takes place and the campaign is, in Jean Mineur Mediavision BV's judgment, deemed inadmissible, Jean Mineur Mediavision BV is entitled to cancel the order in accordance with article 10.4 of these Terms and Conditions.
- 9.2 The advertiser guarantees that the campaign complies with all applicable regulations in the Netherlands concerning advertising displays, including but not limited to the Dutch Advertising Code and all related Codes.
- 9.3 The advertiser guarantees that the campaign does not infringe on any intellectual property rights of third parties.
- 9.4 The advertiser indemnifies Jean Mineur Mediavision BV against all claims from third parties relating to the display, regardless of the grounds for such claims, including those based on intellectual property rights.
- 9.5 The advertiser shall deliver the commercial in accordance with the (quality) requirements as set out in the technical specification document. If the commercial does not meet these



specifications, Jean Mineur Mediavision BV may adapt it at the advertiser's expense to meet those requirements.

- 9.6 If the commercial is longer than stated in the order/quotation form, Jean Mineur Mediavision BV may either display the commercial in full at a proportionally higher rate or choose not to display it, in which case the advertiser remains liable for the higher display fee.
- 9.7 Jean Mineur Mediavision BV may subject any commercial to a quality check at its discretion. If the commercial, in Jean Mineur Mediavision BV's opinion, does not meet the necessary quality requirements, the advertiser shall, upon first request, provide new material that does. If the advertiser fails to comply, Jean Mineur Mediavision BV may have the commercial adapted or replaced by an external expert at the advertiser's cost and risk.

## **10 DISPLAY QUALITY**

- 10.1 After the display, Jean Mineur Mediavision BV will inform the advertiser of any special circumstances that may have affected the quality of the display.
- 10.2 If the advertiser believes they are entitled to compensation based on the aforementioned circumstances, they must submit a written claim within 8 calendar days following the communication referred to in clause 10.1. Failure to comply with this deadline results in the forfeiture of any right to compensation.
- 10.3 If, due to technical defects of any kind attributable to Jean Mineur Mediavision BV, the campaign display does not meet the agreement, the campaign will be re-shown proportionally to the duration and severity of the defect. Jean Mineur Mediavision BV will aim to repeat the campaign under similar conditions (duration, time, location). However, Jean Mineur Mediavision BV is never obligated to compensate any damages the advertiser may suffer due to the defective display.
- 10.4 The obligation in the previous clause does not apply if the defective display is due to the manner in which, or the condition in which, the commercial was delivered.
- 10.5 In case of a defective display caused by force majeure on the part of Jean Mineur Mediavision BV, article 12 of these Terms and Conditions shall apply.

## **11 FORCE MAJEURE**

- 11.1 'Force majeure' refers to any circumstance beyond the control of Jean Mineur Mediavision BV, or any unforeseen circumstance by Jean Mineur Mediavision BV, that reasonably prevents full performance of the agreement.
- 11.2 If, in the opinion of Jean Mineur Mediavision BV, the force majeure is temporary, Jean Mineur Mediavision BV is entitled to suspend performance of the agreement until the force majeure no longer exists.



- 11.3 If the force majeure is considered permanent by Jean Mineur Mediavision BV, the agreement may be dissolved.
- 11.4 If Jean Mineur Mediavision BV cannot (fully) fulfill the agreement due to force majeure, it is not liable to compensate any damages suffered by the advertiser as a result.

## **12 SECURITY DEPOSIT**

- 12.1 Jean Mineur Mediavision BV is at all times entitled to request (additional) security for the fulfillment of all obligations arising from the agreement at the expense of the advertiser. Upon first request, the advertiser must provide the requested security.

## **13 LIABILITY**

- 13.1 Jean Mineur Mediavision BV is only liable for any damages arising from the order or agreement if there is intent or willful recklessness on the part of Jean Mineur Mediavision BV. In such a case, liability is limited to an amount that is reasonable and proportional to the display price. Compensation shall never exceed the agreed display price.

## **14 PAYMENTS**

- 14.1 The display price is determined based on the rate card in effect on the date the agreement is concluded. Prices listed on the rate card are exclusive of VAT, special costs, and any other applicable taxes.
- 14.2 Jean Mineur Mediavision BV will invoice the advertiser for the display price and any other or technical costs either before or at the start of the display period as described in the order/quotation form. Any additional payment obligations that arise later will be invoiced as soon as possible. Each invoice must be paid within 14 days of the invoice date, unless agreed otherwise. Offsetting or suspension of payment by the advertiser is not permitted.
- 14.3 In case of late payment, Jean Mineur Mediavision BV has the right to either dissolve the agreement or demand immediate and full payment of any amount owed by the advertiser under any agreement, without prior notice or default being required. The interest on the outstanding amount due to late payment is 1% per month.
- 14.4 If the invoice is not paid on time, as stated in clause 14.2, Jean Mineur Mediavision BV is entitled to suspend all agreed displays, unless sufficient security is provided by the advertiser. This also applies to displays resulting from other orders. Jean Mineur Mediavision BV will notify the advertiser in writing of the suspension.

## **15 APPLICABLE LAW**

- 15.1 All orders, order/quotation forms, agreements, and their execution are exclusively governed by Dutch law.



## **16 DISPUTES**

- 16.1 All disputes of a factual or legal nature, including those considered as such by either party, arising from or related to the interpretation or execution of either the agreement to which these terms and conditions apply or the terms and conditions themselves, shall be settled by the competent civil court in Amsterdam, unless the subdistrict court has jurisdiction.

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