

**The General Terms and Conditions for the Placement of Audiovisual Commercial
Communication on the Czech Television Website**

1. Applicability

These General Terms and Conditions for the Placement of Audiovisual Commercial Communication on the Czech Television Website regulate the publication of audiovisual commercial communication on the website operated by Czech Television (hereinafter referred to as the “General Terms and Conditions”).

2. The basic terms and conditions

Czech Television

Czech Television is a legal entity established by Act No. 483/1991 Sb., which is, by virtue of law, a broadcaster and a provider of on-demand audiovisual media services.

Czech Television Website

The Czech Television Website means the website on the internet network operated by Czech Television. Commercial communication may not be placed on the Czech Television website unless it is part of on-demand audiovisual media services.

The Advertiser

The advertiser of audiovisual commercial communication means a legal entity or an individual that has ordered from Czech Television the placement of audiovisual commercial communication on the Czech Television website.

The Author

The Author of audiovisual commercial communication means a legal entity or an individual that has created the audiovisual commercial communication for itself or for another legal entity or individual.

The Purchase Order

The Purchase Order means the Advertiser’s offer to enter into an agreement using a Czech Television model purchase order form. Czech Television is not obliged to accept the offer.

The price list of the placement of audiovisual commercial communication

The price list of the placement of audiovisual commercial communication means the price list issued by Czech Television which is effective as of the day of the conclusion of the Agreement between Czech Television and the Advertiser.

Compliance of the supplied and published audiovisual commercial communication with the legislation and other regulations

The content of the audiovisual commercial communication (hereinafter also referred to as the "AVCC") that is supplied by the Advertiser and published by Czech Television must be in line with the legislation and other regulations, especially with Act No. 483/1991 Sb., the Czech Television Act as Amended, Act No. 132/2010 Sb., the On-Demand Audiovisual Media Services as Amended, Act No. 40/1995 Sb., the Advertising Regulation Act as Amended, Act No. 634/1992 Sb., the Consumer Protection Act as Amended, and Act No. 480/2004 Sb., the Act Providing for Certain Information Society Services as Amended, and with the Code of the Advertising Standards Council.

On-Demand Audiovisual Media Service

Pursuant to Act No. 132/2010 Sb., the On-Demand Audiovisual Media Services as Amended, the on-demand audiovisual media service (hereinafter also only referred to as "AVMS") means an information society service which is under the editorial responsibility of Czech Television and which is primarily aimed at providing the public with programs for the purpose of dissemination of information, entertainment or education, and which allows viewing programs at the moment chosen by the user and at his individual request on the basis of a catalogue of programs selected by Czech Television as the on-demand audiovisual media service provider.

The pursuit of television broadcasting activities is not an on-demand audiovisual media service regardless of the type of electronic communication network used for the transmission.

Czech Television determines the organisation of the given AVMS and bears editorial responsibility for this service. The editorial responsibility means that Czech Television has a decisive influence over the selection of the programs and their positioning in the catalogue of programs. However, the editorial responsibility of Czech Television is not affected in the case that Czech Television, based on its own decision, accepts the Advertisers proposal for the AVCC placement.

Program

For the purposes of AVCC, a program means a set of moving images with or without sound constituting an individual item within a catalogue of programs and the form and content of which are comparable to the form and content of television broadcasting, in particular feature-length films, deferred coverage of sports events, situation comedies, documentaries, children's programs and original drama. For these purposes, children's programs mean programs which are specifically aimed at children under 14 years of age.

Audiovisual Commercial Communication

Audiovisual commercial communication means images with or without sound which are designed to promote, directly or indirectly, the goods or services of a natural or legal entity pursuing an economic activity or, as the case may be, their public image, and which accompany or are included in a program in return for payment or for similar consideration or for self-promotional purposes. Forms of audiovisual commercial communication include, inter alia, advertising, sponsorship and product placement.

Obligations in respect of the provision of audiovisual commercial communication

The audiovisual commercial communication which is to be contained in the framework of the on-demand audiovisual media service which is provided by Czech Television must:

- a) be readily recognizable;
- b) not prejudice respect for human dignity;
- c) not include or promote any discrimination based on sex, race, color, language, religion or belief, political or other opinions, nationality or social background, membership of a national or ethnic minority, property, gender, disability, age, sexual orientation or another status;
- d) not encourage behavior prejudicial to health or safety;
- e) not encourage behavior grossly prejudicial to the protection of the environment.

Prohibited audiovisual commercial communication

The on-demand audiovisual media service which is provided by Czech Television may not include audiovisual commercial communication which is prohibited, i.e.:

- a) Surreptitious audiovisual commercial communication;
- b) audiovisual commercial communication for cigarettes and other tobacco products;
- c) audiovisual commercial communication for medicinal products and medical treatment which are available only on prescription in the Czech Republic.

Surreptitious audiovisual commercial communication

Surreptitious audiovisual commercial communication means the representation in words or pictures of goods, services, the name, the trade mark or the activities of a producer of goods or a provider of services in programs when such representation is intended by the provider of an on-demand audiovisual media service to serve advertising and might mislead the public as to its nature. Such representation is considered to be intentional in particular if it is done in return for payment or for similar consideration.

Audiovisual commercial communication for alcoholic beverages

Audiovisual commercial communication for alcoholic beverages shall not be aimed at children and minors and shall not encourage immoderate consumption of such beverages.

Audiovisual commercial communication and the protection of children and minors

Audiovisual commercial communications shall not cause physical or moral detriment to children and minors by:

- a) directly exhorting children and minors to buy or hire a product or service by exploiting their inexperience or credulity;
- b) directly encouraging children and minors to persuade their parents or others to purchase the goods or services being advertised;
- c) exploiting the special trust children and minors place in parents, teachers or other persons; or
- d) unreasonably showing children and minors in dangerous situations.

Regulation of other commodities

The production and publication of AVCC is also subject to other restrictions applicable to selected commodities that are regulated by the law in order to provide consumers with the widest protection possible. These commodities include e.g. human medicinal products, food

and infant formulae, timeshare and some other commodities for which audiovisual commercial communication to the wide public is prohibited.

Archiving audiovisual commercial communication

Czech Television is obliged to ensure that the records of all programs and audiovisual commercial communications which accompanied the programs or which were included in the programs and which were disseminated within the framework of on-demand audiovisual media service are retained in the due technical quality for at least 30 days from the day of termination of the dissemination of the audiovisual commercial communication, and to lend them to the Radio and Television Broadcasting Council upon a request in writing.

In the case of proceedings commenced before a public authority in respect of a specific program or audiovisual commercial communication, Czech Television is, upon a written request made by the competent public authority, obliged to retain the record of the program or audiovisual commercial communication in the form in which they were provided and in due technical quality until a final and conclusive judgment on the merits.

Spot

A spot means any complete and compact audiovisual commercial communication intended to be placed on the Czech Television website with the exception of a video or audio reference to a product within the plot of a program which has the character of product placement.

Advertising

Advertising means an announcement, display or another form of presentation disseminated especially by communication media aiming to support business activities, in particular to support the consumption or sale of goods, construction, rental or sale of immovable property, the sale or use of rights or obligations, the provision of services and the promotion of a trade mark, unless Act No. 40/1995 Sb., the Advertising Regulation Act as Amended, provides otherwise.

Sponsorship

Sponsorship means any contribution made by a natural person or legal entity not engaged in providing on-demand audiovisual media services, in the pursuit of television broadcasting activities or in the production of audiovisual works, to the direct or indirect financing of on-demand audiovisual media services or programs with a view to promoting their name, trade mark, products, services, activities or image in public.

Special obligations in respect of sponsored on-demand audiovisual media services and programs

- 1) Sponsored on-demand audiovisual media services and programs which are sponsored must meet the following requirements:
 - a) Their content may not be influenced in a way which might affect the editorial responsibility and independence of Czech Television.
 - b) They may not directly encourage the purchase or rental of goods or services, in particular by making special promotional references to those goods or services.

- 2) Sponsored on-demand audiovisual media services and programs shall not be sponsored by persons whose principal activity is the manufacture or sale of cigarettes and other tobacco products.
- 3) The sponsorship of on-demand audiovisual media services and programs by persons whose principal activities include the manufacture or distribution of medicinal products and medical treatment may promote the name or the image of the sponsor, but shall not promote specific medicinal products or medical treatments available in the Czech Republic only on prescription.
- 4) News and current affairs programs shall not be sponsored. The genre of the program is determined based on its factual content.

Sponsor reference

A sponsor reference means procuring a sponsored program with an audiovisual, audio or video recording, of a footage of 10 seconds, which contains a clearly identifiable name or corporate name, a visual symbol (logo) or another trademark of the sponsor, which means especially a reference to its products, services or to their characteristic feature. In the case of sponsorship of an on-demand audiovisual media service, Czech Television informs of the existence of the sponsor's contribution, the name or corporate name of the sponsor and its principal line of business within the framework of the offer presented in the catalogue of programs; the information is clearly stated within the framework of the offer presented in the catalogue of programs for a minimum of 30 days.

Product placement

Product placement means any form of audiovisual commercial communication consisting of the inclusion of or reference to a product, a service or the trade mark thereof, so that it is featured within a program, in return for payment or for similar consideration.

Special obligations in respect of product placement

- 1) Product placement in programs is only admissible:
 - a) In cinematographic works, films and series made for on-demand audiovisual media services or for television broadcasting, sports programs, and light entertainment programs, provided that they are not programs for children; or
 - b) in the cases where there is no payment but only the provision of certain goods or services free of charge, such as production props and prizes, with a view to their inclusion in a program.
- 2) Programs containing product placement must meet the following requirements:
 - a) Their content shall not be influenced in a way which might affect the editorial responsibility and independence of Czech Television.
 - b) They shall not directly encourage the purchase or rental of services, in particular by making special promotional references to those goods or services.
 - c) They shall not give undue prominence to the product in question. Giving undue prominence to the placed product means e.g. that a visual or verbal reference to a product is present in the program without this being editorially justifiable, that a visual or verbal reference to a product is present in the program manifestly more often or for a manifestly longer period than what is editorially justifiable, the product

is shown in a dominant take or is described in the program, unless it is a type of prominence which is editorially justifiable.

3) Programs may not contain product placement regarding:

- a) Cigarettes or other tobacco products, or products of persons, whose principal activity is the manufacture or sale of cigarettes and other tobacco products, or
- b) medicinal products and medical treatment available in the Czech Republic only on prescription.

Delivery of the product intended for product placement

The Advertiser undertakes that the product intended to be placed in the program as well all the other materials relating thereto will be delivered to the shooting location of the program at the Advertiser's own expense sufficiently in advance. If the product is agreed to be returned to the Advertiser, the Advertiser is obliged to take it over again at the Program shooting location at the time specified by Czech Television. Czech Television is responsible for returning the product and the materials in the condition in which they were taken over apart from common wear and tear and wear and tear caused by the agreed usage.

The Advertiser undertakes and guarantees that it has, in connection with the product to be placed in the program and with the form of the potential reference to the product, obtained and paid for all the rights (in particular moral rights, copyright and rights related to copyright, rights to any intellectual property) needed by Czech Television to be able to use the Program without any restrictions as to the substance, time, territory or quantity. Should the Advertiser fail to fulfill the duty stated in this provision, the Advertiser is obliged to pay Czech Television a contractual penalty in the amount of the Fee agreed under clause 8 paragraph 8.1. This does not affect the right of Czech Television to a full compensation for damage

Materials for publication

Materials for publication mean a recording of the AVCC (with the measuring codes and the precise URL of the target page) in an electronic form in the format corresponding to the Technical Requirements (see Annex No. 1).

3. Entering into agreements

3.1. Czech Television will publish audiovisual commercial communication in its website based on an agreement for the placement of AVCC on the Czech Television website (hereinafter referred to as the "Agreement") made between Czech Television and the Advertiser, by which, under the conditions stated therein, Czech Television undertakes to publish the given AVCC for the Advertiser and the Advertiser undertakes to pay Czech Television a fee (hereinafter referred to as the "Fee") in return.

3.2. The Agreement is made in writing. The Agreement is, as a rule, made using the model purchase order form duly completed, signed and delivered to Czech Television by the Advertiser. **The Agreement of entered into at the moment when also Czech Television signs the Advertiser's purchase order.** The Agreement can only be amended or cancelled in writing.

3.3. Where the Advertiser is an agency, Czech Television has a right to request the delivery of a written exclusive authorization by the client listing the products or services covered by the authorization as a precondition to enter into the agreement.

3.4. These General Terms and Conditions are part of the Agreement In accordance with the provisions of S. 1751 (1) of Act No. 89/2012 Sb., the Civil Code as Amended (“the Civil Code”). Divergent arrangements in the Agreement take precedence over the text of these General Terms and Conditions.

3.5. To be able to enter into a sponsorship agreement, it is necessary for the draft Agreement – Purchase Order to provide a precise specification of the program which is to be sponsored or, as the case may be, the AVMS, the precise name and surname of the sponsoring individual or the name of the sponsoring legal entity and, furthermore, if so requested by Czech Television, the visual symbol (logo) or the trademark of the sponsor or of its service, products or other types of performance or of another object which is to be promoted within the sponsorship framework, and also the sponsor’s core business activity.

3.6. The Agreement and the legal relationship created thereby are governed by the Civil Code.

4. Delivery of Materials for publication

4.1. The Advertiser is obliged to deliver to Czech Television the AVCC intended for publication and other Materials intended for publication no later than 7 business days before the first day of the publication of the AVCC.

4.2. Unless the Agreement provides otherwise, the Advertiser undertakes to produce and deliver to Czech Television, at its own expense, the spot with AVCC the content of which complies with the legislation of the Czech Republic, especially with Act No. 132/2010 Sb., the On-Demand Audiovisual Media Services as Amended, Act No. 40/1995 Sb., the Advertising Regulation Act as Amended, Act No. 634/1992 Sb., the Consumer Protection Act as Amended,

the Code of the Advertising Standards Council and these General Terms and Conditions and the Technical requirements for the placement of audiovisual commercial communication on the Czech Television website annexed to these General Terms and Conditions as Annex No. 1. The Advertiser undertakes to bear the legal and financial consequences of any potential breach of the above commitment and to compensate Czech Television for damage suffered in consequence of a causal connection therewith.

4.3. AVCC may promote the Advertiser or, as the case may be, its client mentioned in the Agreement, or their products or services. AVCC may not promote a person not mentioned in the Agreement or its products or services.

4.4. Where the Advertiser fails to deliver AVCC in compliance with the legislation, these General Terms and Conditions and the Technical requirements for the placement of audiovisual commercial communication on the Czech Television website or where, based on

Czech Television's consideration, a piece of legislation or ethical codes might be breached, or where there might be sanctions by third parties or, as the case may be, the rightful interests of Czech Television might be at risk, Czech Television will inform the Advertiser of the inappropriate content of the AVCC and ask it to modify the AVCC. If the Advertiser fails to supply the duly modified spot with the AVCC before the planned date of publication at the latest, Czech Television is entitled to **withdraw** from the Agreement.

4.5. The Advertiser is obliged to hand over to Czech Television for publication only AVCC which it is entitled to dispose of freely and without any restrictions on the basis of licensing or other agreements with authors or other persons or for other legal reasons in terms of both their content and form. The Advertiser is obliged to ensure that the AVCC and its publication under the Agreement:

- a) do not unlawfully encroach on the copyright or rights related to copyright of any other third party (including persons exercising these rights);
- b) do not unlawfully encroach on the industrial or other intellectual property right of any other third party;
- c) do not constitute unfair competition (especially by creating the likelihood of confusion, derogation or breach of a trade secret) or similar conduct;
- d) are not contrary to the rules and regulations providing for the protection of confidential information;
- e) do not unlawfully encroach on the right to the protection of personal rights or on the right to the protection of reputation of any other third party;
- f) do not violate or endanger any other rights or legitimate interests of any other third party or Czech Television; and
- g) are not contrary to the legislation in force of the territory of the Czech Republic, the Code of the Advertising Standards Council, the principles of good commercial practice or good manners.

The Advertiser is, upon Czech Television's request, obliged to prove its compliance with the conditions listed in a) - g) above. Czech Television has a right not to publish or to suspend the publication of AVCC until the presentation of a credible proof in pursuance of the preceding sentence.

4.6. The Advertiser will hand over to Czech Television the AVCC in electronic form allowing its publication under the Agreement without any further modifications and the other Materials for publication by e-mail to the address agreed in the Agreement or, if the address was not agreed in the Agreement, to the address jan.svoboda@ceskatelevize.cz. Recoding into different qualities and formats for the purposes of displaying the content on different target devices and adjusting the audio level of the AVCC (leveling the volume with the rest of the content) are not considered a modification of the AVCC.

4.7. Should the Advertiser fail to fulfill its obligations listed in paragraphs 4.5. and 4.6. hereof, the Advertiser is obliged to pay Czech Television a contractual penalty in the amount of the Fee agreed for the placement of the AVCC, and Czech Television is, at the same time, authorized to withdraw from the Agreement. This does not affect the right of Czech Television to a full compensation for damage.

5. Publication of AVCC

5.1. Unless the Agreement provides otherwise, Czech Television will publish AVCC with the content and in the form delivered by the Advertiser.

5.2. When publishing AVCC, Czech Television is entitled, but not bound, to take into account the suitability of the relating editorial content of the website containing the placed AVCC and the suitability of other AVCCs published on the website. This shall not affect the provision regarding product placement.

5.3. Czech Television will publish the AVCC at the time agreed by the Agreement. If the time of publication was not agreed by the Agreement, Czech Television will publish the AVCC as soon as possible after the conclusion of the Agreement taking into account the operating possibilities of Czech Television.

5.4. Unless not agreed otherwise by the Agreement, Czech Television is entitled to publish on one position any number of AVCCs, always one at a time.

5.5. Czech Television is entitled to designate AVCC in an appropriate manner (by adding a designation such as *advertisement, commercial presentation, etc.*) as an advertising spot, a sponsor reference, product placement, and the like in the case that the rendering of the AVCC does not clearly show that it is not part of the editorial content of the Czech Television website.

5.6. The Advertiser declares and guarantees that no justified claims of holders of copyright, rights of performing artists and producers' rights or justified claims of other third parties will be asserted against Czech Television in connection with the use of their protected subject matter or personal attributes during the publication of AVCC in the way and to the extent set out by the Agreement. Should such claims be asserted against Czech Television, the Advertiser undertakes to satisfy these claims and to compensate Czech Television for any actual costs incurred in connection with the assertion of these justified claims.

6. Withdrawal from the Agreement

6.1. The Advertiser has a right to withdraw from the Agreement or its part prior to the commencement of the performance provided that it notifies Czech Television of the withdrawal in writing no later than seven (7) business days before the agreed date of the publication of the AVCC. In the case of a failure to respect this obligation, the Advertiser has a right to withdraw from the Agreement only on the condition of paying a compensation (cancellation fee) in the amount of:

(a) 30% of the Fee corresponding to the failed publication of the AVCC due to the cancellation of the Agreement or its part, in the case that the Agreement or its part are cancelled six (6) to five (5) business days before the agreed date of the publication;

(b) 60% of the Fee corresponding to the failed publication of the AVCC due to the cancellation of the Agreement or its part, in the case that the Agreement or its part are cancelled four (4) to two (2) business days before the agreed date of the publication;

(c) 100% of the Fee corresponding to the failed publication of the AVCC due to the cancellation of the Agreement or its part, in the case that the Agreement or its part are cancelled one (1) day before the agreed date of the publication or on the very day of the agreed publication.

6.2. Czech Television has a right to withdraw from the Agreement in cases specified by these General Terms and Conditions forming an integral part of the Agreement. Furthermore, without prejudice to the reasons for the withdrawal from the Agreement by Czech Television stated separately in these General Terms and Conditions, Czech Television also has a right to withdraw from the Agreement should the Advertiser breach its obligations listed in clause 4 paragraphs 4.1. and 4.2. of these General Terms and Conditions.

6.3. Furthermore, the Advertiser and Czech Television both have a right to withdraw from the Agreement in cases specified by the law.

6.4. The withdrawal from the Agreement has ex nunc effects.

6.5. The withdrawal from the Agreement takes effect upon delivery to the other Party; after that day, the effects of the withdrawal from the Agreement may not be revoked or altered without the consent of the other Party.

7. Liability for defects

7.1. The Advertiser is obliged, immediately after the commencement of the publication, to verify the accuracy, functioning and level of the graphic rendering of the AVCC.

7.2. Should Czech Television publish AVCC with defects, especially with incorrect content, non-functional, in an incorrect graphic rendering or in an incorrect manner (incorrect placement, incorrect position etc.), the Advertiser has a right to request:

- a) The elimination of the defect (if possible); and/or
- b) an alternate publication of the AVCC without the defect in the scope corresponding to the nature and extent of the defect which occurred in the published AVCC.

7.3. The Advertiser is obliged to assert its claim resulting from Czech Television's liability for defects referred to in paragraph 7.2. against Czech Television in writing within five (5) days of the day when the defect could have first been detected, however, no later than within five (5) from the day of termination of the publication of the AVCC; otherwise, the claim for compensation/rectification becomes extinguished. Apart from the asserted claim, the Advertiser is obliged to precisely specify the defect which justifies the claim.

7.4. Czech Television will provide the alternate publication of the AVCC under paragraph 7.2. as soon as possible after the assertion of the respective claim taking into account the

operating possibilities of Czech Television. Should Czech Television fail to provide the alternate publication of the AVCC within thirty (30) days from the assertion of the respective claim, the Advertiser has a right to request a discount on the Fee for the publication of AVCC corresponding to the nature and extent which occurred in the published AVCC.

7.5. The Advertiser's claims resulting from Czech Television's liability for defects referred to in paragraph 7.2. will not be created if the publication of the AVCC with defects was caused by circumstances excluding liability. These circumstances shall be deemed to include, in particular, civil disturbances, military operations, crises, interventions by courts or public administration, black-outs, technical defects on the part of third parties or technical defects caused by third parties, strikes or lockouts, or other events beyond Czech Television's control.

8. Payment conditions

8.1. The Advertiser is obliged to pay Czech Television a Fee for the placement of AVCC agreed by the Agreement.

8.2. The Fee shall be paid on the basis of a VAT invoice, which shall be issued by Czech Television within fourteen (14) days from the signature of the Agreement. The invoice will be payable within thirty (30) days from the day of its issue. The date of payment means the day when the Fee is credited to Czech Television's bank account stated on the invoice.

8.3. In the case of delay in the Fee payment, Czech Television is entitled to charge, in addition to the due amount, a late payment interest in the amount of 0.03% of the due amount for each new day of delay.

8.4. In the case of the Advertiser's delay in the Fee payment exceeding 7 days, Czech Television has a right to withdraw from the Agreement and the Advertiser is obliged to pay a contractual penalty in the amount of the Fee. This does not affect Czech Television's right to be compensated for damage, if any.

8.5. Unless the Agreement expressly provides otherwise, the VAT will be added to all the amounts stated in the Agreement in accordance with the applicable legislation in force.

8.6. Should Czech Television become entitled to a contractual penalty pursuant to the Agreement or to the General Terms and Conditions, it will issue the Advertiser with an invoice for the given amount due in 30 days.

8.7. Unless agreed otherwise, the statistical data of Czech Television will be decisive to evaluate the course and result of the AVCC placement campaign.

9. Liability for damage

9.1. If, in consequence of the performance under the Agreement, Czech Television or another person suffers damage, the Advertiser undertakes to cover the damage in full, even provided that it was caused by circumstances excluding liability under the provisions of S. 2913 (2) of the Civil Code. The Advertiser will also cover all the claims and expenses incurred in the case that Czech Television is approached by a third party due to a breach of rights in connection with the performance pursuant to the Agreement.

9.2. The amount of the damage for which the Advertiser must be compensated by Czech Television as part of its liability for damage caused by a breach of an obligation arising for Czech Television from the conclusion of the Agreement is limited to the amount of the Fee agreed in the Agreement.

10. Other provisions

10.1. Czech Television and the Advertiser have agreed that the content of the Agreement as well as any information which will become known to the Contracting Parties in connection with the negotiations over the Agreement, its performance and in connection therewith will be regarded as confidential, and that none of the Contracting Parties is, without the prior written consent of the other Contracting Party, authorized to disclose this information to third parties, not even after the termination of the performance of the Agreement or after the termination of the Agreement, except for the information: (i) which a Contracting Party learnt independently of the other Contracting Party; (ii) which Czech Television itself communicates to third parties in connection with the preparation, production, distribution and/or promotion of its program content which is covered by this Agreement and/or in connection with its promotion (with the exception of the information designated by the Advertiser as its trade secret); (iii) which a Contracting Party provides or publishes based on a piece of legislation or of an enforceable decision of a court or of another administrative body; and (iv) which a Contracting Party provides to its expert advisers and/or other associates bound by a legal duty and/or the contractual duty not to disclose information. In case the Agreement is, at present or in the future, subject to the non-disclosure duty under Act No. 340/2015 Sb., the Contracts Register Act (hereinafter referred to as “**the Contracts Register Act**”)(e.g. in consequence of the adoption of an appendix), the Contracting Parties have, after mutual agreement, marked in their counterparts in yellow (or using another clear marking, i.e., in shades of grey if, when entering into the Agreement, the Agreement was exceptionally scanned in shades of grey) the information which will be made illegible in accordance with the Contracts Register Act. This is the way to mark primarily, although not exclusively, the trade secret the confidentiality of which is ensured by the Contracting Parties in an adequate way. The information that is not marked in yellow (or using another clear marking, i.e., in shades of grey) in the Agreement is not subject to the non-disclosure duty under this paragraph. This Agreement may only be published by Czech Television using the procedure set out by the Contracts Register Act; the Agreement must be published within 30 days of its conclusion. Should Czech Television fail to publish the Agreement within that period, the Agreement may be published by any Contracting Party using the procedure set out by the law. The injured Contracting Party is, for any breach of any obligation under this paragraph, entitled to request from the Contracting Party in breach the payment of a contractual penalty in the amount of CZK 100,000.

10.2. Should any of the provisions of the Agreement become invalid, void or unenforceable, that provision will, to the full extent, be severed from the other provisions and will not have any impact on the validity and enforceability of the other provisions of the Agreement or, as the case may be, of the provisions of these General Terms and Conditions. The Contracting Parties undertake to replace such invalid, void or unenforceable provision with a new provision which will be valid and enforceable and the subject matter of which will, from the economic perspective, be as similar as possible to the subject matter of the original provision.

10.3. Under S. 1765 of the Civil Code, the Advertiser has taken on the risk of a change in circumstances. Prior to entering into the Agreement, the Parties fully considered the economic, financial and factual situation and are fully aware of the Agreement circumstances.

10.4. The Contracting Parties have agreed that they replace any rights and obligations which may be arisen from the performance within the framework of the subject matter of the Agreement which was made prior to the effective date of the Agreement with the obligation arising from this Agreement. Any performance within the framework of the subject matter of the Agreement made prior to the effective date of the Agreement is considered to be performance under the Agreement and the rights and obligations arisen therefrom are governed by the Agreement.

10.5. The Contracting Parties expressly exclude the application of the provisions of S. 2050 of the Civil Code and, furthermore, expressly declare that there is no established practice and/or trading habits between the Parties the application of which is expressly excluded by the Parties. The Contracting Parties agree that writings pursuant to the Agreement or these General Terms and Conditions can be sent by the Contracting Parties in the form of a scanned copy by e-mail. When scanning, it is necessary to maintain a resolution of 300 dpi and the PDF format (if the graphic format was different, only on the condition that there is no compression loss). The scanning must be in color if it is possible to reasonably request this from the Advertiser; scanning in shades of grey (grayscale) may be allowed in singular cases, however, always on the condition that it is clear to the Contracting parties which parts of the text are intended to be made illegible in the future. Scans in black and white only (i.e., distinguishing solely between black and white dots) or digital photography are not allowed.

10.6. In the case that the relation created by the Agreement involves an international element, the Contracting Parties agree that any disputes arising in connection with the Agreement will fall under the jurisdiction of the courts of the Czech Republic.

The General Terms and Conditions take effect on 1 June 2018.

Annexes

1. Technical requirements for the placement of audiovisual commercial communication on the Czech Television website

Annex No. 1: Technical requirements for the placement of audiovisual commercial communication on the Czech Television website

Pre-roll

Pre-roll advertisements are placed before playing the demanded content.

Post-roll

Post-roll advertisements are placed after playing the demanded content.

Technical specification:

- Video format: .mp4, .mov, .avi, .mpeg, .wmv
- Min. resolution: 1024x576 px (16:9) or, as the case may be, 768x576 px (4:3)
- Aspect ratio: 16:9 / 4:3
- Max. video spot duration: 30s
- Possibility of skipping the advertisement after: 5s
- Sound: AAC, 48 kHz – without artificially amplified sound, according to the new European standard EBU R128

AKA spot code