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2011 ADVERTISING RATES effective January 1, 2011 Rate Card No. 59



MEDIA KG



PREMIUM
MAGAZIN

Editorial concept

tv Hören und Sehen - the premium TV magazine

tv Hören und Sehen reaches demanding readers. The modern and opulent title stands for a unique and comprehensive subject mix and offers therefore an ideal advertising context.

tv Hören und Sehen is:

an up-to-date news magazine

Politics first hand: reputable authors like Peter Scholl-Latour or Helmut Schmidt etc. write for tv Hören und Sehen and express their opinions.

a special interest magazine

Well known journalists like Gerhard Delling, Ulrich Wickert or Donna Leon take our readers around the world with their exclusive stories.

a modern health magazine

Health, fitness, wellness – ways to more well-being and better quality of life. Experts of their fields give professional tips.

a high quality travel magazine

Discovering the world – with the best foreign correspondents and authors: from Henning Mankell to Reinhold Messner and John Irving.

a first class TV programme guide

All programmes and channels are presented on 12 clearly structured pages in a comprehensive and informative way. The tv Hören und Sehen “programme diamond” places emphasis on special and ambitious films.

Data and facts

Launch date	1962
Frequency	weekly
Day on sale	Friday
Issue format	225 x 285 mm
Printing procedure	rotogravure cover: offset rotary
Printing material	digital data
Guaranteed paid circulation	825.000 copies (according to §16a and 16b of our General Terms of Business)
Bank	HypoVereinsbank München Acc.-No. 66 58 97 443 BLZ 700 202 70
Iban-No.:	DE72 7002 0270 0665 8974 43
Swift Code	HYVEDEMMXXX
Sales Tax ID-No.:	DE 118 90 81 49

Note: numbers in text and tables are presented in the form common to Germany and other European countries, with a decimal comma denoting the decimal point and a point instead of a comma denoting the thousand position.



MEDIA KG



PREMIUM
MAGAZIN

Advertisement rates 2011

Size in page fractions	Average	Rates period 1	Rates period 2
	All colours in €	All colours in €	All colours in €
1/1	35.122	33.869	36.375
3/4	30.227	29.149	31.306
1/2	21.272	20.513	22.031
3/8	15.113	14.574	15.652
1/3	13.435	12.956	13.915
1/4	12.315	11.875	12.754
1/8	6.157	5.938	6.377
Spread formats:			
2/1	68.049	65.621	70.477
1 1/2	51.037	49.216	52.858
1 1/4	42.531	41.014	44.049
2 x 1/2	35.122	33.869	36.375

Average rates cannot be booked

WIP ads (advertising in programme section)

¼ page horizontal is possible, ad prices see above

Placement: bottom of double page „Tipps des Tages im Schnell-Überblick“ (tips of the day in a quick overview)

Serial ads

Reduced basic rates for serial ads on request.

Seasonal Rates:

Rates period 1: 01.01. – 28.02.11 01.06. – 30.09.11
 Rates period 2: 01.03. – 31.05.11 01.10. – 31.12.11

Advertisement sizes (width x height)

	Type page	Trim size*
1/1 page	206 x 258 mm	225 x 285 mm
3/4 vertical	153 x 258 mm	163 x 285 mm
3/4 horizontal	206 x 192 mm	225 x 205 mm
1/2 vertical	101 x 258 mm	111 x 285 mm
1/2 horizontal	206 x 128 mm	225 x 141 mm
3/8 vertical	101 x 192 mm	111 x 205 mm
3/8 horizontal	206 x 94 mm	225 x 107 mm
1/3 vertical	66 x 258 mm	76 x 285 mm
1/3 horizontal	206 x 83 mm	225 x 96 mm
1/4 vertical	48 x 258 mm	58 x 285 mm
1/4 2 columns	101 x 128 mm	111 x 141 mm
1/4 horizontal	206 x 62 mm	225 x 75 mm
1/8 vertical	48 x 128 mm	
1/8 2 columns	101 x 62 mm	
1/8 horizontal	206 x 29 mm	

Spread format

2/1 pages	432 x 258 mm	450 x 285 mm
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Other sizes on request

* Bleed plus 4 mm top and bottom, 5 mm either side

Basic rates

Basic rate 1/1 page all colours

Rates period 1: € 33.869,-

Rates period 2: € 36.375,-

Average rate 1/1 page: € 35.122,-

Rates periods see under “Advertisement rate 2011/Seasonal rates”.

The average rates are based on the calendar months 2011, rounded up or down in order to show the average rate for the whole year.

They cannot be booked.



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MAGAZIN

Discounts

Frequency discounts

6+ ads	3%
12+ ads	6%
24+ ads	9%
36+ ads	12%
48+ ads	15%

Volume discounts

3+ pages	3%
6+ pages	6%
9+ pages	10%
12+ pages	15%
18+ pages	17%

Only one of the three discount schemes is applicable.

Ads in the TV guides' combination BASIS PROGRAMM will be taken into consideration for the discount of a single ad in tv Hören und Sehen during the same contract year.



21,73% combination discount

for advertisements in BASIS PROGRAMM

(tv Hören und Sehen, Fernsehwoche, auf einen Blick and TV klar)

during the same contract year.

Further details see Combination Rate Card.

THE GROSS VOLUME DISCOUNT*

Gross turnover in €	Discount
1.600.000+	18,00%
1.850.000+	18,25%
2.100.000+	18,50%
2.350.000+	18,75%
2.600.000+	19,00%
2.850.000+	19,25%
3.100.000+	19,50%
3.350.000+	19,75%
3.600.000+	20,00%
3.850.000+	20,25%
4.100.000+	20,50%
4.350.000+	20,75%
4.600.000+	21,00%
4.850.000+	21,25%
5.100.000+	21,50%
5.350.000+	21,75%
5.600.000+	22,00%
5.850.000+	22,25%
6.100.000+	22,50%
6.350.000+	22,75%
6.600.000+	23,00%
6.850.000+	23,25%
7.100.000+	23,50%
7.350.000+	23,75%
7.600.000+	24,00%
7.850.000+	24,25%
8.100.000+	24,50%

*The total gross turnover placed into BAUER MEDIA KG magazines during the same contract year will be taken into consideration for purpose of calculating the special 'VOLUME DISCOUNT'. Freizeitwoche, Mini, Avanti, Schöne Woche and Woche Heute will also be considered for rebate purposes but not any internet offers.



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**PREMIUM
MAGAZIN**

Issue and closing dates 2011

No.	On sale* Friday	Calendar week	Rates period	Start of programme	Deadlines orders	Delivery dates digital data
2	07.01.11	1	1	15.01.11	07.12.10	10.12.10
3	14.01.11	2	1	22.01.11	14.12.10	17.12.10
4	21.01.11	3	1	29.01.11	21.12.10	27.12.10
5	28.01.11	4	1	05.02.11	29.12.10	04.01.11
6	04.02.11	5	1	12.02.11	06.01.11	11.01.11
7	11.02.11	6	1	19.02.11	13.01.11	18.01.11
8	18.02.11	7	1	26.02.11	20.01.11	25.01.11
9	25.02.11	8	1	05.03.11	27.01.11	01.02.11
10	04.03.11	9	2	12.03.11	03.02.11	08.02.11
11	11.03.11	10	2	19.03.11	09.02.11	14.02.11
12	18.03.11	11	2	26.03.11	16.02.11	21.02.11
13	25.03.11	12	2	02.04.11	23.02.11	28.02.11
14	01.04.11	13	2	09.04.11	02.03.11	08.03.11
15	08.04.11	14	2	16.04.11	10.03.11	15.03.11
16	15.04.11	15	2	23.04.11	17.03.11	22.03.11
17	21.04.11	16	2	30.04.11	23.03.11	28.03.11
18	29.04.11	17	2	07.05.11	29.03.11	01.04.11
19	06.05.11	18	2	14.05.11	05.04.11	08.04.11
20	13.05.11	19	2	21.05.11	12.04.11	15.04.11
21	20.05.11	20	2	28.05.11	19.04.11	26.04.11
22	27.05.11	21	2	04.06.11	28.04.11	03.05.11
23	03.06.11	22	1	11.06.11	04.05.11	09.05.11
24	10.06.11	23	1	18.06.11	11.05.11	16.05.11
25	17.06.11	24	1	25.06.11	17.05.11	20.05.11
26	24.06.11	25	1	02.07.11	23.05.11	26.05.11
27	01.07.11	26	1	09.07.11	30.05.11	03.06.11
28	08.07.11	27	1	16.07.11	07.06.11	10.06.11
29	15.07.11	28	1	23.07.11	15.06.11	20.06.11

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MAGAZIN

Issue and closing dates 2011 - continued

No.	On sale* Friday	Calendar week	Rates period	Start of programme	Deadlines orders	Delivery dates digital data
30	22.07.11	29	1	30.07.11	22.06.11	28.06.11
31	29.07.11	30	1	06.08.01	30.06.11	05.07.01
32	05.08.11	31	1	13.08.11	07.07.11	12.07.11
33	12.08.11	32	1	20.08.11	14.07.11	19.07.11
34	19.08.11	33	1	27.08.11	21.07.11	26.07.11
35	26.08.11	34	1	03.09.11	28.07.11	02.08.11
36	02.09.11	35	1	10.09.11	04.08.11	09.08.11
37	09.09.11	36	1	17.09.11	11.08.11	16.08.11
38	16.09.11	37	1	24.09.11	18.08.11	23.08.11
39	23.09.11	38	1	01.10.11	25.08.11	30.08.11
40	30.09.11	39	1	08.10.11	01.09.11	06.09.11
41	07.10.11	40	2	15.10.11	07.09.11	12.09.11
42	14.10.11	41	2	22.10.11	14.09.11	19.09.11
43	21.10.11	42	2	29.10.11	21.09.11	26.09.11
44	28.10.11	43	2	05.11.11	28.09.11	04.10.11
45	04.11.11	44	2	12.11.11	05.10.11	10.10.11
46	11.11.11	45	2	19.11.11	12.10.11	17.10.11
47	18.11.11	46	2	26.11.11	19.10.11	24.10.11
48	25.11.11	47	2	03.12.11	26.10.11	31.10.11
49	02.12.11	48	2	10.12.11	03.11.11	08.11.11
50	09.12.11	49	2	17.12.11	10.11.11	15.11.11
51	16.12.11	50	2	24.12.11	17.11.11	22.11.11
52	23.12.11	51	2	31.12.11	24.11.11	29.11.11
1	30.12.11	52	2	07.01.12	30.11.11	05.12.11
2	06.01.12	1	1	14.01.12	07.12.11	12.12.11
3	13.01.12	2	1	21.01.12	14.12.11	19.12.11

*Date for payment if cash discount according rate card

Cancellation: until resp. ad closing date



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**PREMIUM
MAGAZIN**

Just-in-time-ads

Order your advertisement just before the magazine is printed!

Ad size: 1/1 page black/white or colour

Number of ads: in each issue the number of just-in-time-ads is limited

Booking: total circulation

Ad placing: in the topical section without prior confirmation or agreement

Deadline: 10 working days before first selling day without the right of cancellation

Digital data: 9 working days before first selling day by 12:00 noon

Extras complaints will not be accepted for any variations in tones and colours

Bauer Extras

Rates in € per thousand copies

		Average	Rates period 1	Rates period 2
Loose inserts:	up to 20g	57,-	55,-	59,-
Bound inserts:	up to 8 pages	64,-	61,-	66,-
Tip-ins:	postcards	25,-	24,-	26,-
Product samples:		31,-	30,-	32,-

Average rates cannot be booked

Price calculation is based on print run.

Quantity to be delivered = print run + 1% overs for processing (product samples + 2%).

For more information please refer to the current BAUER EXTRAS rate card or contact the BAUER EXTRAS team:

Tel. +49-40-30193172, Fax +49-40-30193170

All details can also be found on the Internet:

www.bauer-extras.de

(in German)

Seasonal Rates:

Rates period 1: 01.01. – 28.02.11 01.06. – 30.09.11

Rates period 2: 01.03. – 31.05.11 01.10. – 31.12.11



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Instructions for printing material

Multicolour advertisements:

Colour tones that cannot be reproduced using the colours in the colour scale are subject to an extra charge. Slight deviations in tone are due to tolerance limits in the intaglio and offset printing techniques.

Printing process:

rotogravure; cover pages: offset rotary

Printing material:

Digital data in one of the standard desktop publishing formats (i.e. on CD ROM). Please do not send films! Due to our digital data process films always mean a loss of quality.

Delivery address:

Bauer Media KG
Verkauf Innendienst/tv Hören und Sehen
Brieffach 3905
20077 Hamburg
Germany

Direct delivery
Burchardstraße 11
20095 Hamburg
Germany

Delivery by ISDN

For **urgent** deliveries which we have to process without colour control the following lines are available:

2 canal Leonardo: +49-40-30 19-15 12
or +49-40-419 15 01 11

Telephone No.: +49-40-30 19-56 12
Fax-No.: +49-40-30 19-56 78

Please announce your delivery in advance by telephone.

Please send all data of an advertisement in one file, which shows the name of the ad (ad subject) as well as the name of the magazine and issue number (resp. date of first selling day) for which the ad has been ordered.

Please attach a text file (read me) where we can find the name and address of the sender, contact person, telephone number as well as (again) name of ad subject and order details.

At the same time we do need a copy of the advertisement by fax for control. Please mention all necessary details of the order also on this fax.

Technical information, ICC profiles etc.:

Heinrich Bauer Produktions KG
Publishing Support Center
Advertising Production Management
Elke Kähler
Brieffach 6265, Burchardstraße 11, 20077 Hamburg, Germany
Tel. +49-40-30 19 56 12
Fax +49-40-30 19 56 78
e-mail: Elke.Kaehler@hbv.de



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Further requirements/specifications

For more detailed information please contact us or have a look at our home page: www.bauermedia.de/technischdaten.html

Some of the specifications are the following:

Data formats

Please send us **data files** only. In regard to quality films can not be accepted. We process all common data formats and data carriers. CDs are particularly recommended as they are not expensive and easy to process.

Distiller settings for Acrobat PDF 1.3 / 1.4

A PDF file is a ready to print end page format.

This means that all relevant printing parameters must be fulfilled.

- 1.) The page size should conform to the gross magazine ad format (including trim)
- 2.) The included CMYK images must be in accordance with the print profile of the respective magazine
- 3.) The reference proof (original) is to be made with the respective magazine's print simulation
- 4.) Fonts size to equal 100%
- 5.) Objects and elements must not be spaced
- 6.) If these conditions cannot be fulfilled please continue sending open files since PDF files can only be minimally edited.

Colour range specifications

For the best possible quality in processing your data we recommend – in order of priority – to keep delivered data either neutral of media, i.e. without restriction to a specific print colour range **options 1 and 3**, or to adjust the data using ICC profiles **option 2**.

Data delivery

- 1.) RGB data in ECI-RGB colour range (covers all printable colour ranges)

- 2.) Files adjusted using our print profiles
- 3.) For intaglio objects: intaglio reference colour rang
- 4.) For unspecified CMYK or RGB data profiles should be attached.

In general, the appropriate production profiles should be attached.

For the mentioned ICC profiles and colour range descriptions see the European Color Initiative homepage on <http://www.eci.org>.

Reference proofs:

To guarantee perfect print results the reference proofs must be supplied in the appropriate colour range.

Intaglio proofs can also be produced in the intaglio reference colour range.

Special for gravure objects:

- First printing tone: 5%
- Cut out background tone: 8%
- Image make-up:
CMY 5% - 100%
with skeleton black 5% - 60%,
no UCR/GCR

Special for offset objects and offset cover pages:

- Separate files for graphics and text

General requirements:

- Two text versions are required when the text runs through the gutter in 2/1 page advertisements:
 - normal text flow for centre pages
 - appropriately indented from the gutter for other double pages.
- Bleed advertisements: important parts of motif or text must be at least 10 mm from the bleed margins and gutter.



MEDIA KG



General Terms and Conditions for Advertisements and other Forms of Advertising in Magazines

1. For the purposes of these Terms and Conditions, 'Advertisement Order' means the agreement between Publisher and Customer on the publication of one or several advertisements or other forms of advertising (hereinafter collectively referred to as 'Advertisements') by advertisers or others placing Advertisements (hereinafter collectively referred to as 'Advertisers') in a newspaper or magazine for the purpose of dissemination.

The Advertisement Order comes into existence by the booking of the Advertisement by the Customer (offer) and confirmation of the booking by the Publisher in text form (acceptance). Order booking and confirmation can also be done through the OBS Online Booking System (information on the OBS under www.obs-portal.de).

2. The Customer can be the Agency placing the order, the Agency being in the business in its own name and to own account, making it contractual partner to the Publisher. In this case the Advertiser himself is not contractual partner to the Publisher, rather there is a two-tier contractual relationship comprising Publisher-Agency/Agency-Advertiser, and the pricing with respect to the Advertiser (hereinafter referred to as 'AgencyClient') is a matter for the agency to manage.

The Advertiser is the Customer when he either books advertisements with the Publisher himself or is represented for the booking by an agency (trustee which is obliged to inform the Publisher of this function) appointed by the Advertiser and acting in the name of the Advertiser and to his account (hereinafter referred to as 'Direct Customer'). In this case the Direct Customer becomes contractual partner to the Publisher.

The Publisher reserves the right to grant an Agency placing an order deductions or discounts, even such calculated independently of the actual advertisement order or Advertiser's total booking volume with an Agency. Unless expressly stated otherwise, the discount scales listed in the rate cards refer to advertisement placements for an Advertiser per insertion year.

3. A 'Contract' refers to an agreement on the publication of several Advertisements taking into consideration the discounts to be granted to the Advertiser in accordance with the price list, with the respective publications being carried out at the request (*Abruf*) of the Customer. If in the context of a Contract, the right to request individual Advertisements is granted, the Order is to be processed within one year of appearance of the first Advertisement, provided the first Advertisement is requested and published within one year of conclusion of the Contract.

4. If one or more requests of a Contract are not fulfilled for reasons for which the Publisher is not responsible, the Customer shall, without prejudice to any other legal obligations, refund to the Publisher the difference between the discount granted and the discount corresponding to the actual purchase. Unless agreed otherwise, the Customer shall be entitled retrospectively to the discount corresponding to his actual purchases of Advertisements within one year.

5. For the calculation of purchase quantities, text millimetre lines will be converted into Advertising millimetres according to the price.

6. Orders for advertisements which are supposed only to appear in specific volumes, specific editions or at specific places in the publication must be submitted to the

Publisher in good time so that the Customer can be informed prior to the submission deadline in case the Order cannot be implemented in the manner requested. Advertisements belonging to a specific section will be printed in the corresponding section without this requiring an express agreement.

7. 'Text Advertisements' are Advertisements which are surrounded by at least three pages of text and are not bordering on other Advertisements. Advertisements which are not recognisable as such will be clearly designated by the Publisher using the word 'Advertisement'. (*Anzeige*)

8. The Publisher reserves the right to reject Advertisements – including individual requests within the framework of a Contract – if their content is in breach of laws or official regulations, or the German advertising standards authority (*Deutscher Werberat*) has objected to their content in complaint proceedings, or if the Publisher cannot reasonably be expected to publish them due to their content, design, origin or technical form, or advertisements containing advertising of or for third parties.

Orders for other forms of advertising shall be binding for the Publisher only after a sample has been submitted and approved. Advertisements containing advertising of or for third parties (co-op advertising) require the prior written acceptance of the Publisher in any individual case. The Publisher is entitled to impose a co-op surcharge. The Customer shall be notified immediately if an Advertisement or another form of advertising is rejected.

9. Printing material is to be delivered in digital form only. The Customer shall have sole responsibility for the delivery of flawless and suitable printing material or other advertising means. In regard to the delivery of digital printing material, the Customer is obliged to deliver in good time prior to initial publication the final copy of the Advertisement notably conforming to the Publisher's instructions on format and technical standards. The Customer shall bear any costs incurred by the Publisher as a result of changes requested by the Customer to the final print document or changes to such final print document for which the Customer is responsible.

The customary characteristics of the Advertisement or other form of advertising for the publication in question in line with the information in the price list as well as in the order confirmation are deemed to have been agreed, within the bounds of possibility given by the printing material. This is conditional on the Customer's adherence to the Publisher's instructions on the creation and sending of printing material.

10. Print documents shall be returned to the Customer only on specific request. The Publisher's duty to keep the print documents ends three months after the first publication of the Advertisement.

11. Should the Advertisement not correspond to the condition/performance owed, the Customer shall be entitled to a reduction in payment or a flawless re-print of the Advertisement or re-publication of another form of advertising, but only to the extent that the purpose of the Advertisement or other form of advertising is impaired. The



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MAGAZIN

General Terms and Conditions for Advertisements and other Forms of Advertising in Magazines -Continuation -

Publisher has the right to refuse a re-print of the Advertisement or re-publication if • taking into consideration the content of the contract and the principle of good faith, this requires time/effort markedly out of proportion to the Customer's interest in performance or • this would be possible for the Publisher only at a disproportionately high cost. Should the Publisher fail to meet a reasonable deadline set for the re-print of the Advertisement or re-publication of another form of advertising or if the re-print/re-publication is also unsatisfactory, the Customer shall be entitled to a reduction in price or the rescission of the order. In the event of non defects in the Advertisement or the substantial publication of the other form of advertising, the rescission of the Order is excluded. Complaints in the event of defects which are not immediately visible must be made within one year of the beginning of the statutory period of limitations.

The Publisher shall be liable for all damages, regardless of whether these result from a breach of contractual obligations or tort in accordance with the following provisions: In the event of gross negligence the liability in commercial business shall be limited to compensation for typically foreseeable damages; this restriction shall not apply if the damage was caused by legal representatives or executive employees of the Publisher.

In the event of simple negligence, the Publisher shall be liable only if a material contractual obligation has been breached. In these cases liability shall be limited to the typically foreseeable damage. In the event of claims under the Product Liability Act [Produkthaftungsgesetz] or injury to life, body, and health the Publisher shall be liable in accordance with statutory provisions. Complaints must – except in the case of defects which are not immediately visible – be made within four weeks of receipt of invoice and voucher copy.

All claims directed against the Publisher for breach of contractual obligations shall become statute-barred one year after the commencement of the statutory period of limitations, provided they are not based on wilful misconduct.

12. Digital proofs will be delivered on request. The Customer shall bear responsibility for the correctness of the returned proofs. The Publisher shall consider all corrections which are reported to him by the submission deadline or within the period set when the proof is sent to customer.

13. Re.: Calculation based on printing height. Not applicable.

14. The invoice shall be payable within the period indicated in the price list, which starts from receipt of invoice, provided that no other payment deadline or advance payment has been agreed in an individual case. Any discounts for premature payment will be granted according to the price list.

15. In the event of default in payment or deferral of payment, both interest at customary banking rates and costs of collection shall be charged. In the event of default in payment, the Publisher may postpone the further performance of the current Order until payment has been received, and may demand advance payment for the remaining Advertisements. Should the Publisher have any justified reason to doubt the Customer's ability to pay, he shall be entitled, even during the term of an Advertisement Contract, to make the publication of further Advertisements conditional

upon the advance payment of the amount by the submission deadline, and the payment of outstanding invoices, regardless of any payment term originally agreed upon.

16a. Where a Contract is concluded for several Advertisements, a right to a price reduction can – subject to the provisions of clause 16b – result from a decrease in circulation pursuant to sentence 2 if the total average circulation (falls below the guaranteed circulation) of the year following the publication of the first publication of the Advertisement.

A decrease in circulation shall be deemed a defect justifying a price reduction only if and the extent it amounts to

at least 20%

in case of a guaranteed circulation of up to 50,000 copies,

at least 15%

for a guaranteed circulation of up to 100,000 copies,

at least 10%

for a guaranteed circulation of up to 500,000 copies,

at least 5%

for a guaranteed circulation of over 500,000 copies.

A reduction in circulation for the reasons stipulated in clause 23 shall not be taken into account. The guaranteed circulation shall be the average circulation indicated in the price list or otherwise named or, if no circulation is indicated, the average circulation sold (or, in case of specialist publications ("Fachzeitschriften") which are not being sold the average circulation actually disseminated) in the previous calendar year. Claims to a reduction in price are moreover excluded if the Publisher informed the Customer of the circulation decrease in time for the latter to rescind the Contract prior to publication of the Advertisement.

16b. (Special provisions for decreases in circulation for titles which publish circulation data relating to each issue)

In derogation of clause 16a, a decrease in circulation for titles which publish circulation data relating to each issue shall entitle the Customer to a price reduction only if and to the extent it exceeds 10 % for a circulation (guaranteed circulation) of up to 500,000 copies and 5 % for a circulation (guaranteed circulation) of over 500,000 copies (fluctuation margin). A decrease in circulation for the reasons stipulated in clause 23 shall not be taken into account. The circulation on which the guarantee is based is the total number of sold copies as defined by the Informationsgemeinschaft zur Feststellung der Verbreitung von Werbeträgern e.V. (IVW). It is calculated for the year in which the Advertisement is published as the average circulation of the four quarters prior to the year of circulation, unless the Publisher has indicated an absolute figure for circulation as guaranteed in the respective price list. Any claim to a reduction in price requires a Contract being eligible for discount in accordance with the volume-based scale of prices (Mengenstaffel) and for at least three editions.

The price reduction will be calculated on the basis of the Order per company, unless the parties agreed the reduction would be invoiced by brand name to be defined upon placement of the Order. The potential decrease circulation shall be calculated



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as the balance of the number of copies in which the Advertisement is published exceeding the target circulation and those falling short of it within the year of publication, less the admissible fluctuation margin as stipulated.

The refund will be paid at the end of the campaign on the basis of the net customer price after discount (Kundennetto) taking into account the agency remuneration already paid as a credit in kind or, if this is no longer possible, as remuneration. A claim to reimbursement shall exist only if the sum to be refunded totals at least € 2,500.

17. Re.: Box number advertisements. Not applicable.

18. Place of performance is the Publisher's registered office.

In commercial business with merchants, legal entities under public law, or public-law special funds, the place of jurisdiction for any legal action shall be the Publisher's registered office. In the case of claims against non-merchants, the place of jurisdiction is determined on the basis of the party's domicile, unless the Publisher's claims are raised by way of summary proceedings (*Mahnverfahren*). If the domicile or habitual residence of the Customer, including non-merchant Customers, is unknown at the time of filing of a complaint, or if after conclusion of a Contract the Customer relocates its legal residence or domicile outside of the jurisdiction of the law, the parties agree that the place of jurisdiction shall be the Publisher's registered office.

19. Any changes in prices for Advertisement Orders issued shall be valid vis-à-vis entrepreneurs if the Publisher notifies the latter of such at least one month prior to publication of the Advertisement or other form of advertising. In the event of price increases the Customer shall have a right of rescission. The right to rescission must be exercised in writing within fourteen days of receipt of the notification of the price increase.

20. Discounts will not be granted to Advertisers whose business objectives include the placing of Advertisement Orders for various Advertisers in order to claim a joint discount or to Advertisers who also place Advertisement orders for other Advertisers in order to claim a joint discount.

If a company belonging to a corporate group claims a joint discount, the Advertiser is required to submit written confirmation of its status as a member of the group. For the purposes of this provision, 'corporate group companies' means companies between which there is a capital-participating interest of at least 50%. Corporations (*Kapitalgesellschaften*) must provide evidence of their status as group member in the form of confirmation by a certified auditor or submission of the last annual report; partnerships (*Personengesellschaften*) must submit an extract from the commercial register.

Evidence must be provided by the end of the year of publication at the latest. Any evidence furnished at a later date will not be acknowledged with retroactive effect.

Discounts for corporate groups require the written confirmation by the Publisher in all cases. Such discounts will only be granted for the duration of membership in the group. Termination of membership in the group is to be reported to the Publisher without undue delay. Once the company in question has left the corporate group, it shall no longer be entitled to the group discount.

Discounts which advertising agencies have obtained will be made known to their Customers and if applicable the discount will be passed on to their Advertising Customers if bound to do so by contract or law.

21. The Customer warrants that he has all the rights required for placing the Advertisement. The Customer shall bear sole responsibility for the content and legal admissibility of the text and image documents provided, as well as the advertising means supplied. He shall release the Publisher from all third-party claims relating to the Advertisement Order which may arise due to breach of statutory provisions. The Publisher will also be released from the costs of any requisite legal defence. The Customer is under obligation to support the Publisher in good faith by providing information and documentation for the legal defence against third parties.

The customer assigns to the Publisher all rights to use, copyrights and other rights necessary for the use of the advertising in print and online media of any type, including the Internet, notably the right to reproduction, dissemination, transmission, broadcasting, making available to the public, withdrawal from a database and retrieval, and does so for the length of time and with regard to the scope of content necessary for the execution of the Order. In all cases, the assignment of the above rights shall be unrestricted as to territory.

22. In the event of disruptions in operations or *force majeure*, unlawful industrial action, illegal seizure, traffic disturbances, general shortages of raw materials or energy or similar – both in the Publisher's facilities or in third-party facilities of which the Publisher makes use to fulfil its obligations – the Publisher shall be entitled to full payment for the published Advertisements if the delivery of the publication reaches 80 % of the average circulation sold over the past 4 quarters or of the circulation otherwise guaranteed by the Publisher. In the event of lower deliveries, the invoice amount shall be reduced at the ratio of the guaranteed sold or otherwise guaranteed circulation to the actual circulation delivered.

23. For Customers/advertising agencies entering into business relations with the Publisher for the first time, the Publisher reserves the right to demand advance payment on the submission deadline. Discounts will be granted in accordance with the discount schedule after the publication of the Advertisement when the individual discount levels are reached.

24. Supplementary condition

Data generation for the purpose of subscriber advertising: The client hereby undertakes vis-à-vis Bauer Media KG not to use and/or allow to be used any data relating to persons (e.g. addresses) derived from using the advertising media for the purpose of acquiring subscribers to print products. For each individual case of infringement of Paragraph 1, a penalty amounting to € 50,000 (fifty thousand euro) shall be payable to Bauer Media KG.

These GTCs are a translation of the respective German *Allgemeine Geschäftsbedingungen*. In the event of discrepancies, inaccuracies or omissions in the English version, the German original retains sole validity. The same shall apply for the English-language advertising rate cards which are translations of the respective German *Preislisten*.



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