

## ADDITIONAL TERMS AND CONDITIONS OF ARD MEDIA GMBH | PODCAST

Supplementary Terms and Conditions to the General Terms and Conditions of ARD MEDIA GmbH/Radio for the Podcast Advertising Area

For advertising texts for audio integration in podcasts (single episodes, several episodes or complete seasons), as well as other audio advertising integrations in the podcast environment, the following provisions shall apply in addition to and take precedence over the ARD MEDIA GmbH/Radio General Terms and Conditions:

The assignment of thematically suitable environments or topics is subject to editorial changes and availability.

The Client undertakes to send ARD MEDIA GmbH (hereinafter also referred to as ARD MEDIA) the advertising materials (deliverable audio advertising materials), information and data (campaign briefing, text scripts) required for the provision and performance of services. In case of late or incomplete delivery, the Client is obliged to pay the full order value.

The Client shall transfer to ARD MEDIA the necessary rights of use (in accordance with the generally applicable General Terms and Conditions) for the audio advertising materials, information and data supplied to the extent necessary for the execution of the order in terms of time, place and content, in particular also the right to transfer the rights of use to third parties commissioned for processing, such as hosting providers and publishers for the integration of advertising material. In addition, Section 11 of the ARD MEDIA GmbH/Radio General Terms and Conditions shall apply accordingly.

Upon delivery of audio advertising material, the Client shall be obligated to provide ARD MEDIA with the information necessary for settlement with GEMA, in particular the producer, composer, title and length of the music used, together with the campaign data. If the information required for settlement with GEMA is not submitted, the Client thereby assures that no music subject to GEMA was used in the production of the audio advertising material.

The Client shall send ARD MEDIA the fully completed briefing form no later than 20 working days before the agreed start of the campaign or publication of the booked episode or season.

A spoken advertising text for integration into a podcast (single episode, several episodes or complete season) must be completed and received by ARD MEDIA at least 10 working days before the agreed start of the campaign.

Advertising integrations for the advertising forms Native Ad, Podcast Audio Ad and Sponsoring can be implemented by ARD MEDIA as a service. For creation and production, an additional condition is that the Client is entitled to a correction round as part of the creation of the final text script for the audio production. Additional correction rounds are not possible. If necessary, content coordination with the publisher, its editorial team and/or the podcast hosts is required with regard to product specifications and adaptable advertising guidelines for podcast advertising. If ARD MEDIA does not receive any correction requests within three working days, the integration shall be deemed to have been accepted.

Reserving the placement of an advertising form is always subject to reservation. There is no claim to a reserved placement until a booking has been made and confirmed by ARD MEDIA.

For the broadcast of a podcast and other audio advertising, the provisions in sections 15.1 and 18.1 of the ARD MEDIA GmbH/Radio General Terms and Conditions shall apply accordingly.



Cancellation free of charge by the Client is possible up to six weeks before the agreed start of the campaign, unless direct costs (e.g. production costs for creation) for the specific order have already been incurred by then; these costs shall be borne by the Client. The provisions of Section 17.2 of the ARD MEDIA GmbH/Radio General Terms and Conditions shall apply mutatis mutandis to the cancellation of an order. If the production or implementation of the audio campaign is cancelled in whole or in part for a reason for which ARD MEDIA is not responsible, the implementation shall be caught up on. The claim to remuneration remains unaffected.

The Client shall receive a report 30 calendar days after the end of a campaign with at least the download count of occupied podcast episodes in the campaign period.

ARD MEDIA may use the completed audio campaign as part of cases or Proof of Concept for illustrative purposes. This applies to the preparation of presentations with graphics that also depict Client content, audio integration recordings, standard reporting parameters (anonymised) and, if necessary, accompanying research conducted by ARD MEDIA.

Advertising materials designed by ARD MEDIA for the Client may only be used for the implementation of the audio campaign. Further rights are not granted to the Client.

Valid as of January 2022. Subject to change without notice.