

ringier axel springer



Advertising regulations of the business associations belonging to the Hungarian company group of Ringier Axel Springer Media AG about the general contractual conditions for selling of advertising spaces in publications, daily papers and other periodical, resp. individual issues and press products published by them

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1 Introduction

The present Advertising Regulations (hereinafter: “**Advertising Regulations**”) determine the manner and the conditions of selling of advertising spaces appearing in publications, daily papers and other periodical, resp. individual issues and press products published by the companies below listed belonging to the Hungarian company group of Ringier Axel Springer Media AG (hereinafter the companies together: “**Publisher**” or “**Provider**”).

1.1 General stipulations

The members of the Hungarian company group of Ringier Axel Springer Media AG:

- Ringier Axel Springer Magyarország Kft. (principal office: 1122 Budapest, Városmajor u. 11; trade register number: Cg. 01-09-061743),
- Blikk Kft. (principal office: 1122 Budapest, Városmajor utca 12-14; trade register number: Cg. 01-09-187043),
- Ringier Axel Springer Hírszolgálat Kft. (principal office: 1122 Budapest, Városmajor utca 11; trade register number: Cg. 01-09-198087),
- RAS-NYOMDA Nyomdaipari Kft. (principal office: 6000 Kecskemét, Mindszenti krt. 63, trade register number: Cg. 03-09-113878) dealing with the publication of press products and the operation of online sites (home pages).

Ringier Axel Springer Media AG is not liable for the behavior of the companies belonging to its Hungarian company group, furthermore the individual companies belonging to the company group are not liable for each other’s behavior, they do not assume responsibility, there is no joint liability, the services provided by the individual companies qualify as divided services.

The Publisher discloses the present Advertising Regulations as printed version accessible for everybody in its following customer service offices: (1122 Budapest, Városmajor u. 11), and as electronic version on its homepage www.ringieraxelspringer.hu.

The amendment of the Advertising Regulations shall be announced by the Publisher 15 days before the alteration comes into force and the notice about the alteration shall properly be posted by it on the above places.

The present Advertising Regulations are in force from the date stated below for an indefinite time.

Publications

Ringier Axel Springer Magyarország Kft: Auto Bild Magyarország, Auto Bild special edition, Bookazine Bestseller, Csók és Könny, Eszes, Eszes Skandi, Eszes Évkönyv, Eszes Évszakok, Eszes Extra, GEO, Glamour, Glamour Beach, Havi Kópé, Hétpróba Skandi, Jó vicc, Képes TV Műsor, Kiskegyed, Kiskegyed Extra, Kiskegyed Plusz, Kiskegyed Konyhája, Kiskegyed Konyhája special edition, Kiskegyed Otthona, Kiskegyed Recepttár, Kiskegyed Rejtvény Extra, Kiskegyed Skandi, Kópé Évszakok, Kópé Extra Rejtvénymagazin, Rejtvény Tere-Fere, Rejtvény Terefere Évkönyv, Rejtvény Terefere Extra, Rejtvény Terefere Skandi, Rejtvény Terefere Plusz, Rejtvénytár, Sárga RTV, Színes Kéthetes, TV Kéthetes, TV REVÜ, Tvr-hét, TVR Újság, Ügyes, Ügyes Plusz, Ügyes Sorozat, Ügyes Extra, Ügyes 5 perc, Ügyes Évszakok, Ügyes Extra Szudoku, Ügyes Kópé, Ügyes Skandi, Ügyes Vakáció, Ügyes Évkönyv, 14 Nap Műsorfüzet, Eszes Évszakok, Hétpróba Rejtvénymagazin, Hétpróba Skandi, as well as the following

online sites: www.kiskegyed.hu, www.glamour.hu, www.autobild.hu, www.noizz.hu,
www.egeszsegkalauz.hu, www.tesztklub.hu

Blikk Kft: Blikk and its thematic supplements, Vasárnapi Blikk, Blikk Nők, Blikk Nők Konyha, Blikk Nők Otthon & Kert, Blikk Extra Receptek, Blikk Extra, Blikk Nők Extra, as well as www.blikk.hu,
www.blikkruzs.blikk.hu

Any new publication and press product of the Publisher issued during the force of the present Advertising Regulations is also subject to the present Advertising Regulations.

The Publisher accomplishes the selling of the advertising spaces of the above listed publications. The Publisher has the right to terminate any of its publications, resp. to create and publish new publications. The Publisher performs its activities according to the prevailing Hungarian rules of law being in force, especially, but not exclusively the provisions of Act XLVIII of 2008 on the Basic Requirements and Certain Restrictions of Commercial Advertising Activities (hereinafter: Grtv.), of Act XLVII of 2008 on the Prohibition of Unfair Commercial Practices against Consumers (hereinafter: Fttv.), of Act LVII of 1996 on the Prohibition of Unfair and Restrictive Market Practices (hereinafter: Tpv.), of Act CLXXXV of 2010 on Media Services and Mass Media (hereinafter: Media Act), of Act CIV of 2010 on the Freedom of the Press and the Fundamental Rules of Media Content (hereinafter: Smtv.), as well as of Act CVIII of 2001 on Certain Issues of Electronic Commerce Services and Information Society Services (hereinafter Ekertv.).

Regarding the present Advertising Regulations, the expressions *advertisement* and *insertion*, resp. *publication* and *press product* are synonyms of each other unless indicated otherwise explicitly by the context or the prevailing rules of law.

1.2 Concept definition

Price list

It is the official price list of the Publisher containing the valid advertising prices of all publications and press products of the Publisher. The **advertising rates** given in the price list relate only to the purchase of the advertising space. The creative tasks of the advertisement (e.g. production of the advertisement and the content, taking of photos) can generate further costs for the advertiser the amount of which is adjusted to the volume of the tasks to be performed. The advertising rate table forms an inseparable part of the present Advertising Regulations and the contract (contractual legal relations) being established. **The Publisher is unilaterally entitled to amend the advertising rates according to the present Advertising Regulations also with respect to the contractual legal relations already established.** In case of the introduction of a new price list/new advertising rates, the Publisher has to inform the Advertiser/Advertising agent with regard to the contracts in progress at latest 30 days prior to the introduction of the new price list/new advertising rates in order to enable the Advertiser/Advertising agent to decide whether to cancel the contract for the period after the new price list/new advertising rates have come into force. Furthermore, in case of the introduction of a new price list/new advertising rates the Publisher has to announce the new price list/new advertising rates at latest 30 days prior to the introduction of the new price list/new advertising rates on the home page www.ringieraxelspringer.hu.

Advertising order

It is the written order sent by the Advertiser/Advertising agent regarding the publication of one or more pieces of advertising in knowledge and acceptance of the present Advertising Regulations.

Title list (schedule plan or scheduling)

It contains per title the most important data necessary for the performance of the advertising tasks and the information in connection with material submission:

- technical data, further services, technical parameters,
- the exact sizes and prices of the spaces, publication schedules.

Quality control permission or certificate of conformity

The Advertiser/Advertising agent shall have to possess a quality control permission or a certificate of conformity regarding the marketability of its product and shall properly declare this. If the product does not underlie prior quality control or conformity obligations, this fact has to be mentioned in the declaration. The sample of the declaration can be found under clause VII of the present Advertising Regulations. The Publisher is entitled to refuse the publication of the advertisement until this declaration obligation is fulfilled by the Advertiser/Advertising agent and the original copy of the permission is presented to the Publisher. In case the Advertiser/Advertising agent does not fulfill this obligation until the expiry of the cancellation deadline at latest, and due to this the advertisement cannot be published, he has to pay a penalty in an amount equal to the price of the advertisement.

Advertising publisher

It is the entity possessing devices suitable for the publication of the advertisement and making the advertisement public with the help of them (Publisher).

Mediation of the advertisement

It is the activity aimed at the promotion of the conclusion of the contract for publishing the advertisement on the base of the agent contract with the advertiser, not including the advertising service activities.

Advertising agent

It is a natural person, a legal person or an organization without legal personality mediating the advertisement (agency, agent, contractor).

Advertiser

It is the entity for whom the advertising is being published, resp. the entity ordering the advertisement (customer/contractor).

Contract/individual contract /contractual legal relation

The advertising order properly confirmed in writing by the publisher of the advertisement, the present Advertising Regulation resp. the contract between the Advertiser/Advertising agent and the Publisher regarding the publication of the advertisement. The advertisements can be published and made public following the establishing of the contract resp. the contractual legal relation.

2 Production of the advertisements

2.1 General conditions

1./ An advertisement can be published, if the Advertiser/Advertising agent states its company name, resp. its name, its principal office, in lack of this its residence, furthermore its tax number [§ 5 section (1) Grtv.], in case of an Advertising agent the name, the principal office and the tax number of its customer, in case of an advertisement popularizing the gambling in addition also the permission for the organizing of gambling by the gambling supervisory authority to the Publisher when ordering the advertisement.

2./ In connection with advertising relating to products which are subject to prior quality control or conformity assessment defined in a separate rule of law, the Advertiser/Advertising agent shall supply a declaration to the Publisher that the control has been performed and the product can be distributed. If the product is not subject to prior quality control or conformity assessment, the declaration has to contain this fact. The advertising relating to products to be sold to the customer within the country via mail-order has to contain in an identifiable way the name of the Advertiser, the indication of its principal office or its permanent inland site (premises) as well as its registration number determined in a separate rule of law.

In the absence of such declarations, no advertising may be published (§ 5 section (2) Grtv).

3./ The Publisher maintains the given data and the declarations according to § 5 section (2) of Grtv. filled in according to section 7 of these Advertising Regulations in its records 5 years following the publication of the advertisement. The Publisher accepts only orders duly and properly filled in - accurately containing the data of the company (tax number, in case of foreign partners EU tax number), with the signature of the legal representative and, if necessary, also with a stamp -.

4./ The Publisher undertakes no responsibility for damages arising from any mistake and/or infringement of rights occurring in the advertisements or if the damage arises due to the failure of the publication of an advertisement.

5./ The Advertiser/Advertising agent guarantees that the advertising material handed over to the Publisher does not violate rules of law, personality rights of third persons and there are no rights of third parties excluding, restricting or hindering the publishing of the advertisement, so especially but not exclusively no rights of third parties exist in connection with intellectual properties under legal protection (including but not exclusively copyrights, rights in connection with works under the protection of industrial property rights, rights regarding trademarks and person-related rights).

6./ The Advertiser/Advertising agent guarantees in case it is specified in the rules of law or in the stipulations of the branch authority, that the advertisement ordered by him, resp. handed over contains the necessary cautions and appeals, and in case the advertising material is prepared by the Publisher according to the order of the Advertiser/Advertising agent he submits the relevant information described in the rules of law, resp. in the present Advertising Regulations in advance, within an adequate deadline determined by the Publisher, and the Publisher shall approve it on his request. The Advertiser/Advertising agent acknowledges that the responsibility and the fulfillment obligation for the truth, the content, the statement of the facts, the visual appearance of the data and information submitted by him, the correctness of the information and the cautions necessary in

the given case in the advertisement and the violation of third persons' rights due to the advertisement are solely borne by the Advertiser/Advertising agent.

7./ The Advertiser/Advertising agent shall – immediately after the first request of the Publisher in this respect - fully indemnify, resp. exempt the Publisher from all damaging legal consequences against any demand or claim made or enforced by third parties against the Publisher in connection with any infringement of rights arising out of reasons on the side of the Advertiser/Advertising agent and/or in the sphere of their interest, i. e. due to the violation of rights in connection with intellectual property under legal protection, as well as the violation of personality and piety rights as well as data management-, data protection-, copyright, competition- and consumer protection rights in connection with works under industrial right protection, trademarks and persons.

By accepting these Advertising Regulations and giving the order, resp. concluding the individual contract, the Advertiser/Advertising agent herewith expressly accepts and assumes the reimbursement of these demands and claims. Based on this, the Advertiser's guarantee, reimbursement and exemption obligation and responsibility extend to obtaining the consent of the persons appearing in the advertisements to the publication and also to the reimbursement of the claims judged against the Publisher (i. e. rights of personality) in this connection.

8./ The Advertiser/Advertising agent acknowledges that the advertisement cannot be published if it violates any provision of law, especially the stipulations of Grtv. and Fttv. The Advertiser/Advertising agent guarantees the advertisement ordered by him, resp. handed over corresponds to the relevant rules of law and provisions of the authorities, it does not fall under the prohibition or restriction of advertising, particularly under the general and specific prohibitions or restrictions of advertising according to Grtv. and Fttv., under the provisions of the Media Act and the Smtv., under the provisions of the Hungarian Code on Advertising Ethics and/or the prevailing further codes of the industry, as well as under the directives, the guidelines and the statements of the National Media and Infocommunications Authority. This is guaranteed by the Advertiser/Advertising agent who is responsible and has to perform (also) towards the Publisher.

9./ The Advertising agent undertakes to proceed with a diligence expected of it as professional company based on the rules of law, especially, but not exclusively on Grtv. and Fttv. regarding the compliance with the above stipulations and the present Advertising Regulations. The Advertising agent undertakes absolute and direct liability, responsibility and performance to reimburse any claims asserted against the Publisher due to the violation of prohibitions listed in the chapters „*General prohibitions and limitations on advertising*” and „*Restrictions and prohibitions related to the advertisement of certain goods and to the sponsorship of such goods*” of Grtv., immediately on the first request of the Publisher.

2.2 Content of the advertising material

1./ The Publisher accepts advertising materials (according to the schedules defined by the Publisher) ready for press or prepared according to the parameters given for an online appearance, suitable for publishing from the Advertiser/Advertising agent. In case the Publisher has to prepare or has to have prepared the material ready for press and suitable for publishing, the costs of this are borne by the Advertiser/Advertising agent and paid to the Publisher.

2./ The Advertiser/Advertising agent acknowledges that – in lack of a different agreement of the parties - he must not use the trade mark, other differential marking/indication, the emblem, the

layout and the font of the Publisher in the advertisement/advertising material, and the advertising material must not suggest to be the editorial material of the Publisher.

3./ The Advertiser/Advertising agent shall prepare the text of the advertisement according to the spelling rules published by the Hungarian Academy of Sciences, the stipulations of the regulations, opinions and guidelines of the acts on the publication of business advertisements and shop legends, as well as some announcements of public interest in the Hungarian language, of the Grtv, the Fttv, the Tpvt and the National Media and Infocommunications Authority. Should in the Publisher's opinion any substantive change or modification become necessary in the text of the advertisement – due to an interpretation problem or any other reason -, it shall do it in agreement with the Advertiser/Advertising agent and during the time of the negotiation the deadlines set by the parties shall be suspended (i.e. the date of the publication of the advertisement can be postponed to a later date in correspondence with the period of the negotiation).

4./ In case of an online appearance, the Advertiser/Advertising agent shall send the advertising material to the Publisher at least 3 working days prior to the publication via e-mail in the format determined by the Publisher, except if he orders the preparation of the material from the Publisher. Should the material sent not be suitable for publication according to the opinion of the Publisher, the Publisher shall have the choice to send it back to the Advertiser/Advertising agent for correction or to make it suitable for publication itself at the cost of the Advertiser/Advertising agent. The Publisher undertakes to publish the online advertisements only after the testing of the final creatives. Accordingly, the Publisher shall reserve the right to refuse publication or to request changes and modifications even in case of a valid confirmation of the submission of online advertisements for publication, notwithstanding the confirmation. The progression of the deadlines obliging the Publisher shall commence only following the receipt and the confirmation of the advertising materials suitable for publication by the Publisher or the preparation of such materials by the Publisher itself. In case the Publisher shall prepare, correct the advertising material or let it be prepared, the costs connected to this shall be borne by the Advertiser/Advertising agent, who shall pay these costs to the Publisher.

5./ The creative materials of online advertisements shall be tested by the Publisher prior to appearance. Correcting the technological and content mistakes occurring during testing shall be the responsibility of the Advertiser/Advertising agent. In case the technological and content mistakes are corrected and improved by the Publisher the costs of this shall be borne by the Advertiser/Advertising agent. When testing the online advertisements, the following main criteria shall be observed:

- cookie (in case of a rich media creative a given user should see the advertisement once a day),
- possibility of closing (close button on the rich media creatives),
- sound which can be switched off (switch on-button which is switched off as default),
- target site (the creative has to be clickable as default, it has to contain the click-tag given by the Publisher, the possibility of clicking has to be provided for the whole of the advertisement, especially in case of CT creatives),
- it may disturb the functions of the site for max. 10 seconds,
- it must not hide the logo,
- size (max. 200 kbyte).

The Publisher reserves the right to deny the publishing of the advertisements if they disturb the operation of its electronic press products and home pages or the visit of the site by the majority of the visitors or to remove them from the site without prior notice.

The Publisher reserves the right to deny the publishing of the advertisements causing a load beyond the expectable level on computers with an average configuration or to remove them from the site resp. to inactivate them without prior notice.

6./ Based on the request of the Advertiser/Advertising agent, the Publisher provides a professional opinion regarding the text quantity, the wording and the graphical placement of the advertisement. If the Advertiser/Advertising Agent asks for help with the preparation and the production of the material, the Publisher can recommend a graphic designer and a creative studio - however, he is not responsible for their activities in this respect - , which the Advertiser/Advertising agent can contact. The legal relationship between the Advertiser/Advertising agent and the graphic designer/creative studio shall be independent of the Publisher, the Publisher shall bear no liability for the Advertiser/Advertising agent or the graphic designer/creative studio or shall it perform on their behalf. If the Publisher prepares the advertising material for the Advertiser/Advertising agent, the counter value of this shall be paid by the Advertiser/Advertising agent to the Publisher.

7./ Special requests regarding the positioning in a specific space in the advertising paper/homepage shall be accepted by the Publisher only, if it is possible due to the structure of the press product or the other possibilities of the Publisher, based on the Publisher's own discretion. The Advertiser/Advertising agent shall inform the Publisher above such a request when signing the contract, and the Parties shall agree on it separately. The Publisher shall charge an extra fee for positioning the advertisement in a specific space in the paper/on the homepage. Without the Parties' agreement no obligation shall be borne by the Publisher for positioning the advertisement in a specific space in the paper/on the homepage.

8./ The Advertiser/Advertising agent shall have the possibility to order a PR-article for the advertising of products or services, which PR-article can be published only according to the stipulations of the prevailing provisions of law and the regulations of the industry code. PR-articles shall be published by the Publisher according to the stipulations of the Fttv., the Tpv., the Smtv., the Grtv., the Hungarian Code on Advertising Ethics and/or the other relevant industry codes – among others – in a way that its advertising character clearly emerges from the PR-article and this fact should be obvious for the average reader (customer). In order to completely fulfill the prevailing regulations and - in line with this - to make the advertising character unambiguous, the Publisher shall mark the PR-article with the sign "Sponsored content" or some other equivalent indication agreed on with the Advertiser/Advertising agent in a way to make it possible for the readers (customers) to unambiguously recognize that the PR-article is a paid and not an editorial content. Should the PR-article to be published delivered by the Advertiser/Advertising agent to the Publisher, the Advertiser/Advertising agent shall be obliged to indicate the advertising or paid-for character. The information given in the PR-article has to correspond to reality, be factual and adequately complete to enable the reader (customer) to form his/her own opinion about the product or service advertised, according to the same rules as those relating to the advertisements. Beyond the fact content of the information given in the PR-article, the Advertiser/Advertising agent has to compile the information in a way so that they do not pervert the customers' opinion regarding the product/service advertised and they do not emphasize or conceal facts. If in the Publisher's opinion the PR-article does not meet these requirements, the Publisher shall have the right to refuse the

publication without any legal consequence and to apply other legal consequences according to this Advertising Regulation.

9./ **The** Publisher reserves the right to refuse the contractual intention of the Advertiser/Advertising agent, resp. the publication of the advertisement, if the publishing of the advertisement is not realizable due to its content, its technical form, etc. or if it – according to the standpoint of the Publisher – violates rules of law, especially the provisions of the Grtv. or the Fttv., the stipulations of the present Advertising Regulations, resp. other applicable regulations, or if it – according to the standpoint of the Publisher - offends the interests of the Publisher in any way.

10./ If the Publisher continuously performs on the basis of the order of the Advertiser/Advertising agent, namely it publishes the advertisement continuously and the new advertising material does not arrive until the submission deadline, the Publisher issues the previous advertisement, except if its publishing belongs to a higher publishing price category or the Publisher and the Advertiser/Advertising agent agreed on a suspension of publishing. In latter case the Publisher shall decide on its own discretion to publish or not the previous advertisement. The Publisher shall not publish the previous advertising material if the Advertiser/Advertising agent orders it not to until the 5th working day prior to the planned publication date or if the Publisher and the Advertiser/Advertising agent agreed on the suspension of the publication. The Publisher shall bear no liability or performance obligation for the cancellation of the publication according to this clause and for any damage or demand arising from it. In case the publication of the advertisement is cancelled according to this clause, the Publisher shall be entitled to the remuneration which it would have been entitled to in case of the publication of the advertisement – if there is no other agreement between the Publisher and the Advertiser/Advertising agent.

11./ Materials submitted not in accordance with the technical prescriptions/parameters cannot be accepted by the Publisher, the Advertiser/Advertising agent has to substitute them in time in a way that the substitution does not endanger the material submission as a whole including also its deadline. In case of creative materials being sent not in accordance with the requirements the Publisher shall inform the customer about it. If the substitution of the material in time is not possible, the Publisher shall act as described under point 2.2 6./ resp. 3.2 2./.

12./ The Publisher undertakes liability for damages (to an extent and in a proportion belonging to the Publisher) arising from any changes following the submission of the advertisements (except the inadequacy of the advertisement with the rules of law, the stipulations of the present Advertising Regulations and other applicable regulations for which the Advertiser/Advertising agent is exclusively responsible and which he performs) only in case their feasibility and acceptance has been confirmed by it in writing.

13./ In case of a CT based campaign the performance of the Publisher is also in accordance with the contract if the targeted CT number is not achieved by the current campaign though, but it is performed on AV basis according to the following index numbers: 1000 CT = 900 000 AV. In case of a CT based campaign, when the use of the inventory is out of proportion the Publisher has the right by its unilateral decision to convert the CT based campaign into an AV based campaign.

In case of online statistics the data of the ad server used by the Publisher are governing.

14./ Product fee: The Advertiser/Advertising agent accepts the fact that if its advertisement is subject to Act LXXXV of 2011 on Environmental Protection Product Fee (hereinafter: Ktdt.), he has to make a prior written statement to the Publisher.

15./ Regarding the performance of the individual online campaigns, the data measured by AdOcean are governing.

16./ Materials submitted for the advertising shall be maintained by the Publisher only on the special request of the Advertiser/Advertising agent. The general maintenance obligation is one month following the publication.

2.3 Inserts

1./ Parameters needed for the order

- Denomination of the leaflet, its content, its size, number of pages, weight/copy, denomination of the media product planning the insert, manner of packaging, number of pieces in a package, date of performance, manner of performance (distributed with or without insert in a quantity corresponding to the distributed or subscription circulation of the papers),
- important information: The Publisher asks to present the sample when placing the order, if it is not available prior to printing, an authentic content description is necessary. The order can still be modified 1 calendar week prior to the beginning of the printing work.

2./ Based on the information about the parameters the Publisher decides unilaterally the acceptance or the refusal of the order, also taking into consideration the technical feasibility.

3./ The Advertiser/Advertising agent has to send the leaflets at latest 10 working days prior to the day of the beginning of the printing work to the location(s) given by the Publisher or hand it over for delivery according to the Publisher's disposal.

4./ The price of the insert does not contain the delivery costs. The tariff rates given in the rate card are governing and applicable from the time of taking over at the location(s) given by the Publisher.

2.4 Cancellation

In case of magazines, if the statement regarding the withdrawal (waiver) of the order:

- arrives to the Publisher on the 20th day prior to the deadline of material submission to the printing plant at the latest, the Advertiser/Advertising agent is not obliged to pay any fee;
- arrives to the Publisher on the 10th day prior to deadline of material submission to the printing plant at the latest, the Advertiser/Advertising agent has to pay 50 % of the fee/consideration;
- arrives to the Publisher on or after the 10th day prior to deadline of material submission to the printing plant, the Advertiser/Advertising agent has to pay 100 % of the fee/consideration.

In case of the daily paper Blikk, if the statement regarding the withdrawal of the order:

- arrives to the Publisher on the 9th day prior to the deadline of material submission to the printing plant at the latest, the Advertiser/Advertising agent is not obliged to pay any fee;
- arrives to the Publisher on the 6th day prior to publication at the latest, the Advertiser/Advertising agent has to pay 30 % of the fee/consideration;
- arrives to the Publisher on the 3rd day prior to publication at the latest, the Advertiser/Advertising agent has to pay 50 % of the fee/consideration;
- arrives to the Publisher on or after the 2nd day prior to publication, the Advertiser/Advertising agent has to pay 100 % of the fee/consideration.

In case of online media advertising spaces, if the statement regarding the withdrawal of the order:

- arrives to the Publisher on the 14th day prior to publication at the latest, the Advertiser/Advertising agent is not obliged to pay any fee,
- arrives to the Publisher on the 10th day prior to publication at the latest, the Advertiser/Advertising agent has to pay 20% of the Fee,
- arrives to the Publisher on the 7th day prior to publication at the latest, the Advertiser/Advertising agent has to pay 50% of the Fee,
- arrives to the Publisher on or after the 6th day prior to publication, the Advertiser/Advertising agent has to pay 100 % of the Fee

2.5 Modification

1./ The Publisher informs the Advertiser/Advertising agent in writing/via e-mail about the acceptance or non-acceptance of a modification request made prior to the submission deadline. **In case the Publisher does not send a confirmation of the acceptance/non-acceptance of the modification request within 2 working days the modification request has to be considered as not accepted. The performance of the modification request made prior to the submission deadline and accepted by the Publisher is carried out according to the confirmation about the acceptance of the modification requests. The Publisher is not bound to accept modifications made after the submission deadline.**

2./ The modification of the advertising materials following the submission deadline is only possible if still allowed by the production or other technical circumstances. The Publisher is not bound to accept modifications made after the submission deadline.

3./ The Publisher is entitled to charge the costs arisen on the side of the Publisher due to the modification towards the Advertiser/Advertising agent and the Advertiser/Advertising agent is obliged to pay these costs (in case the parties did not agree otherwise, within 8 days) to the Publisher.

4./ The acceptance of the modification request is the Publisher's discretionary decision, the Publisher explicitly excludes its liability and performance obligation regarding the possible damages in connection with the non-acceptance.

2.6 Stipulations regarding liability

1./ If the Advertiser and/or the Advertising agent commit a violation of the rules of law they have a collective liability and performance obligation towards (third persons as well as) the Publisher.

2./ Should on the basis of any regulation of the provisions of law (especially but not exclusively the regulations of the Grtv. and the Fttv.) or any other contractual relationship the Advertiser, the Advertising agent and the Publisher bear joint liability and joint fulfillment obligation for the violation of the provision of law, the Advertiser and the Advertising agent shall release the Publisher without delay from its liability and the obligation to perform at its first request, so among others, should the Publisher incur any damage or other financial loss in connection with the publication of the advertisement, the Advertiser and the Advertising agent undertake joint liability to reimburse the damage to the Publisher without delay and to release it from the legal prejudice without delay.

3./ Based on this assumption of liability and debt, the Advertiser and the Advertising agent have to perform directly towards the authority, the entitled party or any other third person instead of the Publisher and to pay the fine, the indemnity and costs to them, or if already paid by the Publisher, they have to refund it to the Publisher on the first request without delay.

The Advertiser and the Advertising agent shall not be entitled to regression-claim, counter-claim or the offsetting of claims against the Publisher, they expressly waive these rights when concluding the contractual relationship.

4./ As a condition for the publication of the advertisement the Publisher may require that based on §27 of Grtv. the Advertiser/Advertising agent shall obtain the legally valid decision of the authority proceeding or of the court of justice stating that the advertisement to be published would not violate – in case it is published – the stipulations of provisions of law regarding commercial advertising activities. In this case the Publisher is not obliged to publish the advertisement until the delivery of the legally valid decision even if the contract has already been concluded. In this connection, the Advertiser/Advertising agent cannot assert any claim for damages or refunding against the Publisher.

5./ The Advertiser/Advertising agent is exclusively responsible for the authenticity of the data announced by him and for the statement made by him according to chapter 7 of these Advertising Regulations. The Advertiser/Advertising agent shall be obliged to testify the reality of the statement being part of the advertisement when requested to do so by the proceeding authority or the Publisher. Should the Advertiser/Advertising agent not fulfill this obligation, he shall be obliged to refund any and all damages, fines and related costs, etc. arising as a result of the omission of this obligations imposed by the provision of law.

6./ Should the Advertiser/Advertising agent violate his obligations according to the provisions of law or these Advertising Regulations or their stipulations, or should the advertisement clash with any provision of law or the Hungarian Code on Advertising Ethics and/or other relevant industrial code, the Publisher shall have the right to terminate the contract with immediate effect and the Advertiser/Advertising agent shall have to pay the Publisher a penalty in the amount of the advertising fee at the first Publisher's request.

3 Payment of fees

3.1 Tariff rates

The (net) fees and counter values of the services provided by the Publisher are given in the Advertising price list (tariff) issued by the Publisher or in the individual agreement of the parties. To the fees of the services the prevailing VAT shall be added.

3.2 Financial Terms and Conditions

1./ In case of a delay in payment the prevailing legal rate of interest of default shall be charged by the Publisher unless agreed otherwise by the parties. In case of a continuous performance when the Publisher has to lead the performance but on the side of the Advertiser/Advertising agent a delay in payment occurs the Publisher is entitled to deny its own performance until the Advertiser/Advertising agent fulfills its outstanding payment obligation. In case of a delay in payment occurring on the side of the Advertiser/Advertising agent, resp. if there is a doubt or a query regarding the Advertiser's/ Advertising agent's liquidity or ability to pay, the Publisher has the right to declare that it makes its performance depending on the pre-performance of the Advertiser/Advertising agent, up to its extent. The Publisher is also entitled to exercise its further entitlements stipulated in the rules of law and/or in the present Advertising Rules.

2./ The Advertiser/Advertising agent has to pay the full price of the publishing of the advertisement to the Publisher if he did not submit the advertising material until the material submission deadline according to the contract and did not even surrender it (did not cancel the contract).

3./ The Publisher makes out an invoice about the Fee and the further payment obligations on the name of the Advertiser/Advertising agent with a term of payment of 30 days following performance – unless the parties agree otherwise in the individual contract – in which it indicates all discounts applied, according to the stipulations of the relevant rule of law. The Publisher declares in the invoice made out about the counter value of the publication of the advertisement that he is liable for the payment of the advertising tax and that he fulfills his tax return and tax payment obligation, or about the fact that he does not have any tax payment obligation resulting from the publication of the advertisement in the tax year. The Advertiser/Advertising agent has to pay the counter value of the invoice within the deadline given in the invoice (irrespective of the day of the receipt of the invoice) to the Publisher's bank account, via transfer.

The Publisher is entitled to make out an electronic invoice according to § 175 of Act CXXVII of 2007 on value-added tax, and the Advertiser/Advertising agent is obliged to accept and settle it.

4./ In case the Advertiser/Advertising agent uses the quantity and/or frequency discounts, but he does not fulfill his undertaken obligation regarding the quantity and/or the frequency, he has to pay the amount of the discount against invoice on the Publisher's first request with a payment deadline of 30 days.

5./ The Publisher is obliged to fulfill the publication of an advertisement ordered by an Advertiser/Advertising agent not possessing a yearly frame contract only in case the Advertiser/Advertising agent pays the counter value of the publishing of the advertisement to the Publisher – in lack of the individual decision of the Publisher contrary to this point - in advance.

3.3 Discounts

1./ In case the Advertiser/Advertising agent undertakes a spending for a defined period or campaign, or the parties agree separately in this respect, the Publisher can provide them a discount. These discounts are in every case connected to the given spending undertaking – unless the parties agree otherwise - and their conditions can only be used for the given spending volume. The extent of the discount, resp. the legal consequence of the loss of the discount shall be defined in individual contracts.

2./ In case of overspending an amendment of the contract is necessary. The discounts corresponding to the higher spending shall be applied by the Publisher in the following invoices.

3./ In case of a failing spending volume, the extent of the discount changes, and if the parties do not agree otherwise the extent of the discount gets lost. In case of a failing spending volume, the Publisher makes out an invoice towards the Advertiser/Advertising agent regarding the discounts they are not entitled to, which has to be settled by the Advertiser/Advertising agent until the deadline given in the invoice (unless the parties agree a deadline of 8 days), via transfer.

4./ The Publisher reserves the right of altering the advertising rates during the year (including the extent of the discounts connected to the spending undertaking). In case of changing the advertising rates, the Publisher shall proceed according to clause 1.2, the *price list*. The Advertiser/Advertising agent explicitly accepts this stipulation when establishing the contractual legal relation. The Publisher shall not be liable to any damages or fulfillment towards the Advertiser, the Advertising agent or any other third party in connection with the above stipulations.

3.4 Surcharge for external products

The Publisher applies a surcharge for external products in case on the creative material also external brands beyond the service or product advertised by the Advertiser/Advertising agent appear, including especially but not exclusively the redemption place, the supporting partner, the financial enterprise, the webshop, in case of gambling the offering of the prize game and the denomination of the winning products.

4 Further stipulations

4.1 Complaint

1./ In case the advertisement differs at its publication partially or in whole from the material submitted by the Advertiser/Advertising agent due to the failure of the Publisher, the Advertiser/Advertising agent is entitled to a proportionate reduction of the fee to an extent to which the aim of the advertisement cannot be reached. The parties agree on this separately. The Publisher accepts complaints in this matter only within one week following the publication of the advertisement (in case of an online appearance following the first date of appearance). The Publisher does not accept any complaint after the deadline, and the Advertiser/Advertising agent does not have the right to enforce any claim or demand in connection with the above stipulations. The Advertiser/Advertising agent explicitly accepts and acknowledges the exclusion / limitation of the liability stipulated in this clause when establishing the contractual legal relation.

2./ The Advertiser/Advertising agent explicitly accepts and acknowledges that any damages or other claims against the Publisher in case of any complaint according to this clause can be made only up to the price of the advertisement affected by the complaint and only in proportion with the error, defect or deviation.

4.2 Handling of personal data

The Publisher shall manage the personal data provided by the data holders always according to the stipulations given its Data Management Information. The Data Management Information is accessible on the website www.ringieraxelspringer.hu under the menu point Data Protection (www.ringieraxelspringer.hu/adatvedelem).

4.3 Confidentiality

The Advertiser/Advertising agent explicitly accepts and acknowledges that any confidential data and information in connection with the operation and the activity of the Publisher become known to him in the course of the contractual legal relations concluded on the basis of these Advertising Regulations and the negotiations, agreements, tenders, etc. preceding the establishing of the contractual legal relations shall be treated by the Advertiser/Advertising agent – irrespective of their form – as business secret and shall not be used or disclosed to the public or to any unauthorized third party in any way without the Publisher's prior written approval and shall not be made accessible to any third party in any way.

5 Closing stipulations

1./ These Advertising Regulations shall be regarded as explicitly accepted by the Advertiser/Advertising agent by way of the conclusion of the contractual legal relation between the parties. These Advertising Regulations shall be valid and effective together with their annexes, if any.

2./ These Advertising Regulations shall remain in effect from 15th April 2020 until revocation or until the modifications become effective.

3./ The Publisher shall reserve the right to unilaterally modify the Advertising Regulations and this fact shall be explicitly accepted by the Advertiser/Advertising agent. The correction of any typing errors or misspellings in the Advertising Regulations or the modification of the company data regarding the Publisher or other administration modifications or other modifications due to the change of the provisions of law or its regulations to be applied shall not be regarded as modification of these Advertising Regulations.

4./ The modification of these Advertising Regulations and/or the documents referred to in them shall be disclosed by the Publisher at least 15 days prior to the modifications becoming effective – along with an announcement of it – on the website.

5./ The disclosure of the general contractual terms included in these Advertising Regulations corrected or modified in the above described way and the disclosure of the modified general contractual terms, the modification of which became necessary due to a change in the provisions of law and/or an act of the authorities, can be shorter than the 15 days' deadline generally prevailing.

6./ These Advertising Regulations and the contracts and obligations concluded on the basis of them shall be governed by the Hungarian law.