

The FVW Media GmbH, in its activity as a specialist tourism publisher, publishes various subject-specific magazines and other printed works. In addition, it operates various internet sites and internet platforms, featuring a wide range of products and services, and organises subject-specific events [e.g. trade fairs, conferences, congresses etc.]. The following General Terms & Conditions of Business shall apply to all agreements with the FVW Media GmbH (hereinafter called the Publisher) governing the insertion of advertisements in the magazines and on the internet sites, and governing the operation of advertising of every kind in connection with the foregoing events:

Director Media & Brand Solutions  
Andreas auf der Heiden  
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Fax +49 40 41448-899  
anzeigen@fvw-medien.de

## **Section 1:**

„Advertisement Order“ shall be the agreement governing the publication of one or more advertisements inserted by an advertiser or other inserting party in a printed production for the purpose of distribution. In the case of advertisements designated for placement under particular heading, it is hereby agreed that they shall be printed under the heading in question.

## **Section 2:**

„Insert Order“ shall be the agreement governing the publication of advertisements in the form of offprints or other advertising media. They shall contain no third-party advertisements and must be so designed by the customer that they cannot create the impression, either through their format or make-up, that they are an integral part of the printed production.

## **Section 3:**

„Contract“ shall be the agreement governing the publication of a number of advertisements, each publication in question being effected only following call-up by the customer. In case of doubt, advertisements agreed under a Contract must be published within one year following conclusion of agreement.

## **Section 4:**

„Publicity Order“ shall be the agreement governing the temporary insertion of online advertisements [channels] on the internet for the purpose of dissemination. Pursuant to the options granted by the Publisher, an online advertisement may consist inter alia of images and/or texts, of tone sequences and/or moving images [advertising banners], or of sensitive areas, clicking upon which creates a link with further data through an online address, which address shall remain the responsibility of the customer. Each of the insertion periods is set out in the current advertisement price list.

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**Section 5:**

„Sponsoring“ shall be the agreement governing the reservation/provision of advertising media in connection with events operated by the Publisher. Possible advertising media shall include all means by which the advertiser's logo and/or information are shown at the event and/or in the event's information media. A final list of advertising media available and authorised for use will be found in the sponsoring brochure for the event in question.

**Section 6:**

The Publisher's duty of performance shall be restricted to the printing or insertion of the advertisement in question in the medium agreed or the authorisation or provision of the agreed advertising media. The Publisher hereby reserves the right to postpone the dates of publication or the dates of events. In the case of print advertisements there shall be no entitlement to a concrete placement of the advertisement in the magazine. Agreements to the contrary shall only be effective if the Publisher has confirmed them in writing.

**Section 7:**

Should a Contract fail to be fulfilled in part, due to circumstances for which the Publisher is not culpable, the customer, irrespective of any further legal duties, must reimburse the difference between the rebate granted and the rebate corresponding to the actual quantity purchased for the advertisements called up.

**Section 8:**

Advertisements which due to their editorial design are not recognisable as advertisements shall be indicated as such by the Publisher through the word „Advertisement“ or a comparable notice.

**Section 9:**

The customer shall bear sole responsibility for the content and legality of the textual or pictorial material and other data supplied for publication and for the advertising media provided or authorised for the event. Should free giveaways or presentation areas be provided, the customer shall bear sole responsibility for their design. The customer shall release the Publisher from all claims, of whatever kind, brought by third parties and arising from the advertisement, the other advertising media, or the means of advertising as a whole, and shall be liable for any loss which such third parties incur. The Publisher hereby reserves the right to refuse advertisements, including individual call-ups under a Contract, and Insert

Orders, on the grounds of their content, origin or technical form, and to withdraw from the Advertisement Order.

This shall apply in particular if

- their content is in breach of law or of official regulations,
- their content has been the subject of a complaint by the German Advertising Standards Council (Deutscher Werberat),
- their publication cannot reasonably be expected of the Publisher due to their content, design or form, or
- they contain advertising by third parties or for third parties without the Publisher having agreed to this third-party benefit.

This shall also apply to orders issued at branch offices, receiving offices or representatives. The customer must be notified in good time that an advertisement has been refused.

Should presentation areas be provided as part of an event, the Publisher exercises the property rights relating thereto for the whole period of the event. Insofar as the Publisher issues regulations differing from the house rules issued by the landlord of the premises on which the event is taking place, the customer shall recognise these as binding upon him and all persons employed by him at the event.

#### **Section 10:**

By virtue of supplying the data and information required for the advertisement, the customer transfers to the Publisher the rights of use thereto. This shall comprise all rights relating to use of the advertising in media of all kinds, particularly the right of duplication, distribution, transmission, broadcast, withdrawal from a database, and retrieval. These rights shall be transferred in all cases without geographical limitation and shall permit insertion using all known technical processes and all known forms of online media. In the case of advertisements which the Publisher designs for the customer, irrespective of the medium concerned, all rights of use shall remain with the Publisher. Advertisements shall be destined only for publication in such of the Publisher's media as has been determined under agreement.

#### **Section 11:**

The Publisher hereby guarantees the usual print quality of the publications in which the advertisements are placed within the possibilities allowed by the material supplied for printing. The Publisher shall require replacement from the customer for any recognisably unsuitable or damaged material supplied for printing. Claim for payment shall remain even without the advertisement being printed off if the materials required for the printing are not delivered in time.

**Section 12:**

The customer hereby agrees to send the Publisher by e-mail [anzeigen@fvw-medien.de], fully and completely and without technical faults, the data necessary for the insertion of online advertisements, and to do so in good time prior to the insertion date. He shall warrant thereby that he owns all the rights required for the said insertion.

**Section 13:**

For online advertisements the Publisher shall guarantee, within the limits set by foreseeable requirements, that the advertisement be reproduced to the technical standard usual in the case. No error in insertion shall be present in particular if adverse effects are caused by the use of unsuitable presentation software and/or presentation hardware, or through dysfunction of other operators' communication networks, or through computer breakdown on the premises of third parties (particularly providers), through incomplete and/or non-updated products on proxy servers (intermediate memories), or through breakdown for less than 24 hours of the ad-server used by the Publisher. Should the ad-server break down over more than 20% of the agreed period, no claim to payment shall exist for the period of the said breakdown.

**Section 14:**

The customer must check the advertisement immediately following publication to ensure that it is in accordance with the agreement and must notify any discrepancies. Should the print-off of a print advertisement be wholly or partly illegible, incorrect or incomplete, the customer shall then be entitled to a replacement advertisement if the purpose of the advertisement was adversely affected thereby. Should the Publisher allow a period of grace set for publication of the replacement advertisement to pass, should it refuse publication of a replacement advertisement, or should the replacement advertisement fail again to accord with the agreement, the customer may claim damages for useless expenditure. Any further rights of guarantee are hereby excluded.

**Section 15:**

The Publisher shall be liable for intention and gross negligence. This shall apply in commercial transactions only to grave organisational culpability, and to gross culpability on the part of executive managers. Any liability for gross culpability on the part of ordinary vicarious agents is hereby excluded in commercial transactions.

The Publisher shall be liable for simple negligence only in cases of damage to life, limb or health, and for infringement of cardinal contractual duties in the case of consumer transactions.

Liability in these cases shall be restricted to foreseeable and contractually typical damages and to the total amount of the Advertisement Order. Liability otherwise for indirect and unforeseeable loss, loss of profit, savings that have not materialized and pecuniary loss by third parties shall be excluded in cases of simple negligence.

**Section 16:**

Press proofs shall only be supplied should they be expressly desired. The customer shall bear responsibility for ensuring that the returned press proofs are correct.

**Section 17:**

Should there be no particular instructions as to size, calculation shall be based on the actual height of impression usual for the type of advertisement.

**Section 18:**

Prices and rules governing rebate will be found in the price list in force for the time being. They will be determined by the format selected by the customer, which must correspond to a format given in the price list. Rules governing rebates shall also apply to the customer's affiliated companies if a shareholding of more than 50% is proven to the Publisher. Any amendment to the advertisement price list shall also apply to current orders from the time when the amendment comes into force, but not to these orders before expiry of three months following announcement of the new price list.

**Section 19:**

The Publisher shall be entitled to require advance payment. Payments shall be due within 7 days following receipt of invoice. Any rebates for early payments shall be granted in accordance with the price list.

**Section 20:**

In case of arrears or respite of payment, interest and collection costs shall be charged. Should payment be in arrears, the Publisher may refuse the further execution of a current order until payment is made and require advance payment for the remaining advertisements.

**Section 21:**

The Publisher shall supply a reference copy of the advertisement together with the invoice if so desired. Depending on the type and size of the Advertisement Order, advertisement excerpts, reference pages or complete reference issues will be supplied. Should it no longer be possible

to obtain a reference copy, it shall be replaced by a legally binding certification on the part of the Publisher that the advertisement has been published and distributed.

**Section 22:**

Costs of producing designs which have been ordered, of scans and image processing, of production of PDF files, and other costs of changes desired by the customer to work as originally agreed, or for which he is responsible, shall be paid by the customer.

**Section 23:**

Should a print-run be reduced, and should a Contract have been agreed covering several advertisements, this may be cited as grounds for a price reduction if, taking the overall average of the insertion year beginning with the first advertisement, the print-run specified in the price list or in any other way – or, if a print-run is not specified, the average number of copies sold in the previous calendar year (in case of subject-specific magazines this may be the average number of copies actually distributed) – is undershot. Such a reduction in print-run shall only be a defect justifying a price reduction, however, if in the case of a print-run of up to 50,000 copies it amounts to 25 per cent; if in the case of a print-run of up to 100,000 copies it amounts to 20 per cent; in the case of a print-run of up to 500,000 copies it amounts to 15 percent; and in the case of a print-run of over 500,000 copies it amounts to 10 per cent. More over claims for price reduction shall be excluded in case of Contracts if the Publisher has notified the customer of the fall in print-run in such good time that the latter could withdraw from the agreement prior to appearance of the advertisement.

**Section 24:**

The place of fulfilment shall be the registered office of the Publisher. In transactions with traders, legal entities under public law or special funds under public law, the place of jurisdiction for actions at law shall be the registered office of the Publisher. Otherwise the place of jurisdiction, as far as the law allows, is hereby agreed to be Hamburg. German law shall apply.