

General terms and conditions for regional advertising

1. Upon signing, the PRINCIPAL shall be bound to the order overleaf. WerbeWeischer Schweiz GmbH, Hamburg, Zurich office (MARKETER) may refuse the order within four weeks of receipt of order. The MARKETER shall also be entitled to withdraw from the contract if it deduces from the documentation delivered by the PRINCIPAL that a showing of the advertising material will not be deemed reasonable for the theatre for ethical, moral or political reasons, or if the theatre refuses to show said advertising material for the above reasons. Any ancillary agreements, changes, additions or revocation of the orders must be in writing and confirmed by the MARKETER.
2. Payments must be made to the MARKETER. The MARKETER may request advance payment. The showing of the advertising material shall be invoiced in full before the beginning of the insertion month. The invoices shall be paid within 30 days of receipt without deductions. Upon expiry of the payment period, the PRINCIPAL shall fall into default and must pay default interest of 5% without further reminder. The MARKETER may also send additional reminders to the PRINCIPAL. A fee of CHF 15.00 shall be charged for every reminder, and must be paid by the PRINCIPAL. If the PRINCIPAL falls more than two weeks into arrears in accordance with the terms of payment, the MARKETER may also stop the advertising. If the order can no longer be executed in full or in part, the MARKETER shall also be entitled to demand compensation from the PRINCIPAL for non-fulfilment; the MARKETER may invoice any excess amounts paid against this. If there is no residual claim to fulfilment, the advertising shall continue after the remaining amounts have been settled.
3. The PRINCIPAL shall principally deliver the advertising material itself and guarantee the legal admissibility of the content of the advertising material and its compatibility with the provisions of the Swiss Commission for Fairness in Commercial Communication. The PRINCIPAL guarantees that it disposes over all the rights of use required for the deployment of its advertising material in the cinema and has satisfied these. The further admissibility of the content of the advertising material, in particular in the case of tobacco and alcohol advertising, shall be in line with the statutory regulations of Switzerland as well as the particular cantonal statutory regulations. The PRINCIPAL also undertakes to ensure that every delivered cinema spot is registered with SUISA and contains a corresponding SUISA No. The PRINCIPAL shall communicate the SUISA No. to the MARKETER before insertion begin. Upon delivery of the cinema spot, the MARKETER shall principally create its own digital cinema package (DCP) at the PRINCIPAL's expense. The standards published by the MARKETER for the delivery of production templates shall apply.
4. The advertising material shall be screened in all regular showings. The term of the contract shall extend by the respective insertion time lost if it exceeds three days. If the showing cannot take place in a stipulated theatre for reasons for which the MARKETER is not responsible, the MARKETER shall be entitled to execute the order in another theatre selected by the PRINCIPAL or in a similar theatre. By undertaking the showing, the MARKETER shall not be liable if the content of the advertising material does not meet the statutory and official regulations or private agreements, or infringes any third-party rights of use. According to the standards for the delivery of production templates (see above), the advertising material must be delivered ten days before insertion begin; otherwise, the calculation of the ordered time period shall be made without a screening taking place.
5. Any complaint about the showing of the advertisement can only be considered if it is immediately reported after the screening to the theatre management for checking and the complaint is communicated to the MARKETER in writing within a week, indicating the theatre, cinema, day and time of the screening as well as the film attended. If the complaint is justified, the MARKETER shall be obligated to subsequent insertion within a reasonable period.
6. The obligation of the MARKETER to store the advertising material in its possession, in particular original data and DCPs delivered by the PRINCIPAL, shall end after three months. The PRINCIPAL may request the return of its delivered original data in writing within this period. The period shall begin with insertion begin for the documentation required to produce the advertising material; with the expiry of the contract for the advertising material.
7. The MARKETER shall have the right to use and publish all motifs in original form for the purposes of generic marketing. The MARKETER also reserves the right to use the advertising material and other data to compile industry-standard advertising statistics or to deliver it to a specialised institution for this purpose.

8. The MARKETER shall have the right to terminate with immediate effect if it has solid grounds to do so. Solid grounds shall exist in particular if theatres are closed or the MARKETER's contracts with the theatre owners end. If the MARKETER terminates prematurely or definitively refuses to fulfil the contract, or the MARKETER agrees to premature termination of the contract, the MARKETER shall invoice 50% of the order value of the insertion costs which arise from the unfulfilled contract term.
9. Orders shall be subject to Swiss law. The sole place of jurisdiction shall be Zurich.
10. WerbeWeischer Schweiz (WWCH) shall be freed from the obligation to perform if the cinema owner refuses the screening. In this case, WWCH shall be entitled to book another similar cinema as a replacement. WerbeWeischer Schweiz shall not be liable for the content of the advertising material; instead, the Customer itself shall be liable.
11. The MARKETER shall be entitled to change the contractual conditions at any time. They shall be published on www.WerbeWeischer.ch and communicated to the PRINCIPAL and agencies with pending advertising orders. The changes shall be deemed to have been approved without written objection within 14 days of being communicated.

The Data Privacy Statement of WerbeWeischer Schweiz GmbH is an integral part of these General Terms and Conditions of Business.

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