

## **GENERAL CONDITIONS FOR FRENCH TELEVISION ADVERTISING CONTRACTS**

Last updates: September 2014

### **1. Definitions**

For the purposes of this Contract, the term:

- 1.1 “Buyer” refers to the advertiser whose name appears on the Chart. Where the name of an advertising agency appears on the Chart, “Buyer” refers instead to this agency, acting as the advertiser's mandatary (authorized agent).
- 1.2 “Commercial Slot” shall mean the time reserved for broadcast of a commercial during a program broadcast. Unless otherwise specified, each unit indicated on the Chart, particularly in the “occ” column, is equal to 30 seconds of advertising time reserved for the advertiser's commercials during the selected program.
- 1.3 “Contract” shall mean collectively the present General Conditions and the Chart.
- 1.4 “Chart” shall mean the document drafted in the form of a blocking chart, which indicates the Commercial Slots reserved for the advertiser's commercials during the selected programs and the applicable unit rate, once the word “contracted” to the right of the Radio-Canada logo appears on the document and a contract number is specified. Where this document also specifies a contract revision number, the applicable Chart is that which bears the highest revision number.
- 1.5 “Radio-Canada” refers to Société Radio-Canada (Canadian Broadcasting Corporation) when the selected programs on the Chart are broadcast on Radio-Canada's French television (Première Chaîne) or on the Réseau de l'information (RDI). When the selected programs are broadcast on ARTV, Société Radio-Canada acts as the mandatary (authorized agent) of ARTV and “Radio-Canada” refers to ARTV Inc.

### **2. Purpose of the Contract and Payment**

- 2.1. Radio-Canada agrees to provide the Commercial Slots indicated on the Chart and the Buyer agrees to pay the Radio-Canada the unit rates indicated on the Chart, plus any applicable taxes, subject to all other provisions of this Contract. When the Buyer is an agency duly accredited by Radio-Canada as an advertising agency, Radio-Canada grants it a reduction of fifteen per cent (15%) on the rates indicated in the Chart.
- 2.2. The Buyer shall provide payment in Canadian currency upon receipt of the invoice issued by Radio-Canada. Any sum that remains outstanding 30 days after the date of the invoice shall bear interest at an annual rate of 19.56%, compounded and calculated monthly at a rate of one and a half percent (1.5%). Interest shall be payable upon request.

### **3. Delivery and Approval of Commercials**

- 3.1. The Buyer shall, at its own expense, ensure that the commercial in its final form, ready for broadcast, along with any related instructions, be delivered to Radio-Canada at least five (5) business days prior to the date specified on the Chart for the first broadcast of the commercial. In the event of late delivery, Radio-Canada shall not be obligated to broadcast the commercial and may charge the Buyer for the air time reserved under the Contract for broadcast of the commercial.
- 3.2. All delivered commercials shall be verified by Radio-Canada before being scheduled. Radio-Canada reserves the right to refuse to broadcast any commercial, in whole or in part, for any reason, including poor technical quality (video and audio content) of the material provided. Radio-Canada may refuse to broadcast a commercial if it deems that the commercial's form or substance, the time of its broadcast or its placement in a given program contravenes any applicable legislation or regulations (including, in particular, the Food and Drugs Act, the Competition Act, electoral laws, the Broadcasting Act, CRTC regulations), CBC policies or CBC Advertising Standards in effect at the time of delivery. A summary of CBC Advertising Standards can be found at [www.cbc.radio-canada.ca](http://www.cbc.radio-canada.ca) under “Policies”.
- 3.3. The Buyer may, at its discretion, submit the text and script of the commercial to Radio-Canada before production. Radio-Canada's approval of the text or script does not release the Buyer from the obligation to deliver the commercial in its final form at least five business days prior to its initial broadcast, as stipulated in 3.1, and does not prevent Radio-Canada from refusing to approve the broadcast of the commercial in its final form, at its discretion, in accordance with 3.2.
- 3.4. Furthermore, where the commercial advertises a medication, Radio-Canada may require the Buyer to have the commercial approved by Advertising Standards Canada or by any other organization mandated by legislative authorities to verify compliance with the law.

**4. Broadcast Cancellation and Rescheduling**

- 4.1. Radio-Canada reserves the right not to broadcast, in whole or in part, any commercial during the programs indicated on the Chart in the following cases:
  - 4.1.1. The scheduled program or the commercial cannot be broadcast or must be rescheduled on account of an emergency, a fortuitous event (force majeure), a labour dispute, technical problems, or to comply with applicable legislation or regulations;
  - 4.1.2. The scheduled program or the commercial is cancelled in whole or in part or is rescheduled to allow for broadcast of a program that Radio-Canada deems important to the community or in the public interest, including sports events, or to allow for broadcast of political programs or messages it has been asked to broadcast in accordance with the Canada Elections Act, any other legislation, or CBC policy;
  - 4.1.3. Radio-Canada decides to cancel or reschedule a scheduled program or a series of programs;
  - 4.1.4. Broadcast of the commercial at the time specified in the Chart would violate an exclusivity agreement for product categories entered into with a third party or any Radio-Canada policy regarding categories of products advertised on its airwaves;
  - 4.1.5. The commercial's form and substance, the time of its broadcast or its placement in a given program contravenes any applicable legislation or regulations, CBC policies or CBC Advertising Standards. Without limiting the generality of the foregoing, Radio-Canada may refuse to broadcast a commercial it deems, by reason of the social or political climate, to be tendentious on an issue of public controversy.
- 4.2. When Radio-Canada realizes that a commercial cannot be, or was not, broadcast during the programs indicated on the Chart, Radio-Canada shall inform the Buyer of this fact in advance, wherever possible, or within a reasonable timeframe following the failure to broadcast. For greater clarity, when the program is broadcast at a later time than specified on the Chart because the preceding programming is extended or delayed, and this does not cause a commercial scheduled in prime time to be aired in non-prime time, Radio-Canada shall not be required to inform the Buyer of this fact as this does not constitute a failure to broadcast under the Contract.
- 4.3. When a commercial subject to the terms of the Contract is not broadcast during the programs indicated on the Chart for one of the reasons listed in 4.1 above, Radio-Canada may, at its discretion:
  - 4.3.1. Reduce the total sum payable by the Buyer under the Contract by an amount equal to the unit rate specified on the Chart for each Commercial Slot not provided; or
  - 4.3.2. Broadcast the commercial during another program, in accordance with the conditions for broadcast changes agreed upon by the Buyer and the Radio-Canada.

**5. Declarations and Guarantees**

- 5.1. Where the Buyer is an advertising agency, the latter declares that it is acting as the advertiser's duly authorized mandatary, guarantees that it is vested with the powers and authorizations necessary to conclude the Contract for and on behalf of the advertiser, and that, along with the advertiser, it shall be Page 2 jointly and severally liable for payment to Radio-Canada of all sums payable under the Contract, including, in particular, the payment of invoices and of any indemnity owed to Radio-Canada on account of guarantees given by the Buyer under the present Contract.
- 5.2. The Buyer declares and guarantees that it is vested with all the rights and authorizations necessary (including, in particular, permits from administrative authorities, registration numbers and authorizations by third parties holding intellectual property rights) for the broadcast, use and archiving by Radio-Canada of the commercial and any material provided by the Buyer under the terms of the Contract. The Buyer shall provide evidence to this effect upon request by Radio-Canada.
- 5.3. The Buyer shall indemnify and hold harmless Radio-Canada, its representatives and employees, against any damage, material or other (including, in particular, extrajudicial costs), and any claim for damages, as well as against any claim whatsoever by anyone, including copyright violation, breach of contract or collective agreement, defamation or violation of someone's right to his image, resulting from the broadcast, use or archiving by Radio-Canada, under the terms of the Contract, of a commercial or any other material provided by the Buyer.
- 5.4. Radio-Canada shall indemnify and hold harmless the Buyer against any damage, material or other (including, in particular, extrajudicial costs), and any claim for damages, as well as against any claim whatsoever, including the types of claim listed in 5.3, resulting from the broadcast, use or archiving by Radio-Canada, beyond what is authorized by the Contract, of a commercial or any other material provided by the Buyer.

## 6. Termination

- 6.1. Should the advertiser or advertising agency become insolvent or bankrupt, Radio-Canada may terminate this Contract by sending a written notice to the Buyer.
- 6.2. Where this Contract applies to a broadcast on a particular regional station rather than on the entire Radio-Canada French television network, on RDI or on ARTV, it shall hereinafter be referred to as a “Selective Contract.” A Selective Contract may be terminated by Radio-Canada or the Buyer upon written notice to the Buyer or Radio-Canada, as the case may be, which shall take effect thirty (30) days after receipt of the notice, unless the parties agree to another date of termination. The Commercial Slots provided up to the date where the termination becomes effective shall be paid by the Buyer. For greater clarity, the right of termination stipulated in this paragraph does not apply to contracts for broadcast on the Radio-Canada French television network or to any other contract that is not Selective.

## 7. General Provisions

- 7.1. Radio-Canada shall broadcast commercials under the terms of the Contract until the last date of broadcast specified in the Contract. Radio-Canada is authorized, for an unlimited time, to keep or destroy at its discretion the Betacam cassette or any other medium upon which the commercial is provided under the Contract and to reproduce this commercial in digital or any other format for conservation by Radio-Canada in its archives.
- 7.2. Radio-Canada reserves the right to unilaterally revise these Terms and Conditions from time to time. CBC/Radio-Canada will post any revised Terms and Conditions on its website, whose URL appears at the bottom of the Grid. Buyer should periodically review the website for notice of any changes to these Terms and Conditions. If Buyer does not consent to one of the terms stipulated in the revised Terms and Conditions, Buyer must immediately stop purchasing spots for broadcast on CBC/Radio-Canada’s French-language television services and/or notify CBC/Radio-Canada within three (3) business days of receiving the Grid for a buy.
  - 7.2.1. Notwithstanding the foregoing, if Buyer receives a Confirmation of Sale, it may cancel the purchase of a spot within 24 hours of receiving said Confirmation of Sale.
- 7.3. If, further to sending a Confirmation of Sale, CBC/Radio-Canada receives a cancellation notice after the deadline prescribed in section 7.2.1, but more than six (6) weeks prior to broadcast of the Media Creativity project, CBC/Radio-Canada shall charge a cancellation fee equivalent to 50% of the sale amount. If CBC/Radio-Canada receives such notice after the deadline prescribed in section 7.2b), but less than six (6) weeks prior to broadcast of the Media Creativity project, CBC/Radio-Canada shall charge the Buyer 100% of the sale amount.
- 7.4. Neither this Contract nor the rights it confers may be assigned without prior written consent by Radio-Canada. Without limiting the generality of the foregoing, the Buyer cannot assign Commercial Slots to another advertiser without the consent of Radio-Canada.
- 7.5. The Contract is governed by the laws of the province of Quebec. The parties agree to the exclusive jurisdiction of the competent courts in the Province of Quebec, District of Montreal.