



STANDARD TERMS AND CONDITIONS  
OF SALE 2023



TELEVISION

STANDARD TERMS  
AND CONDITIONS  
OF SALE 2023

## 01 THE M6 PUBLICITÉ OFFER

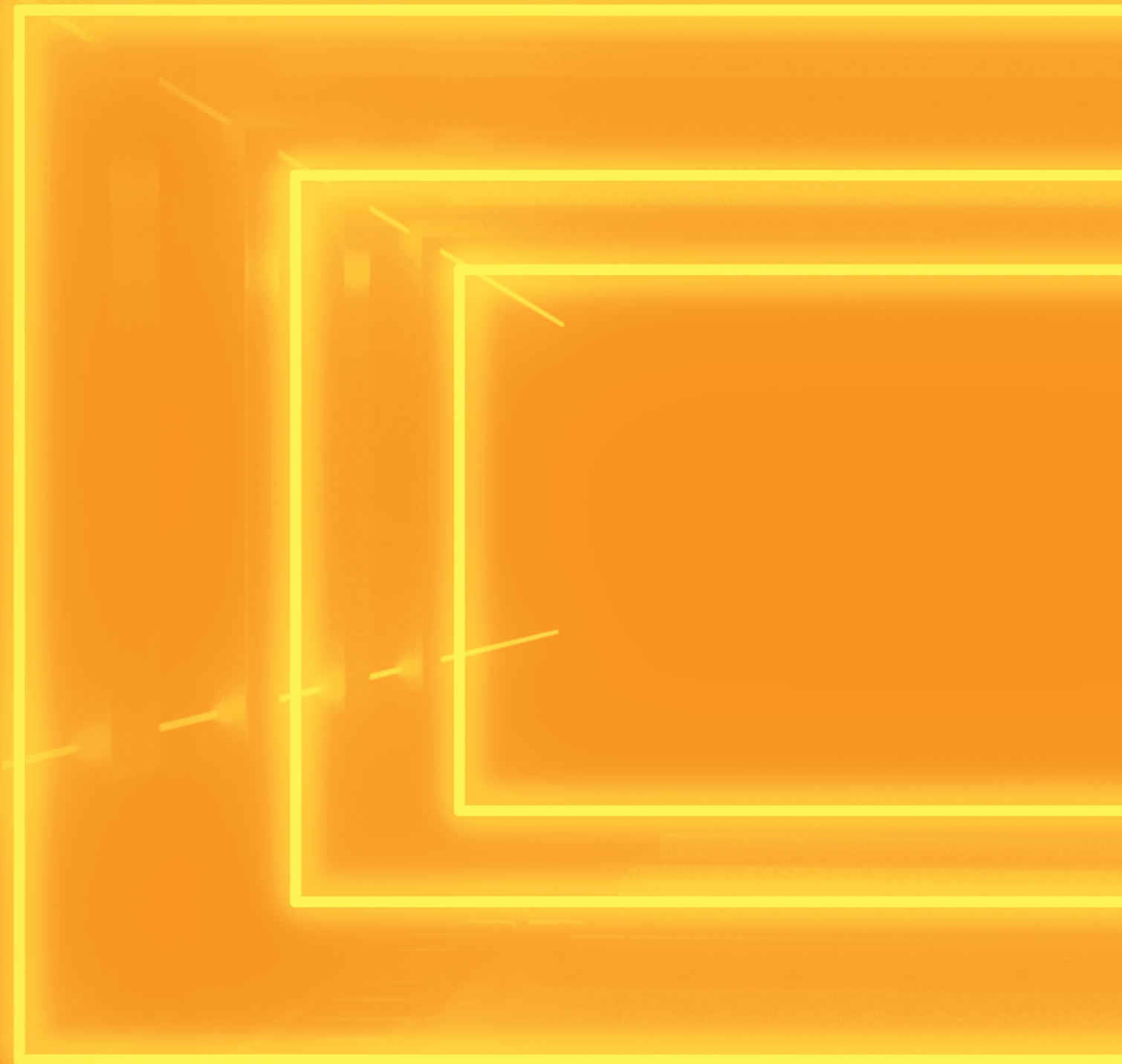
## 02 TRADITIONAL ADVERTISING SPACE

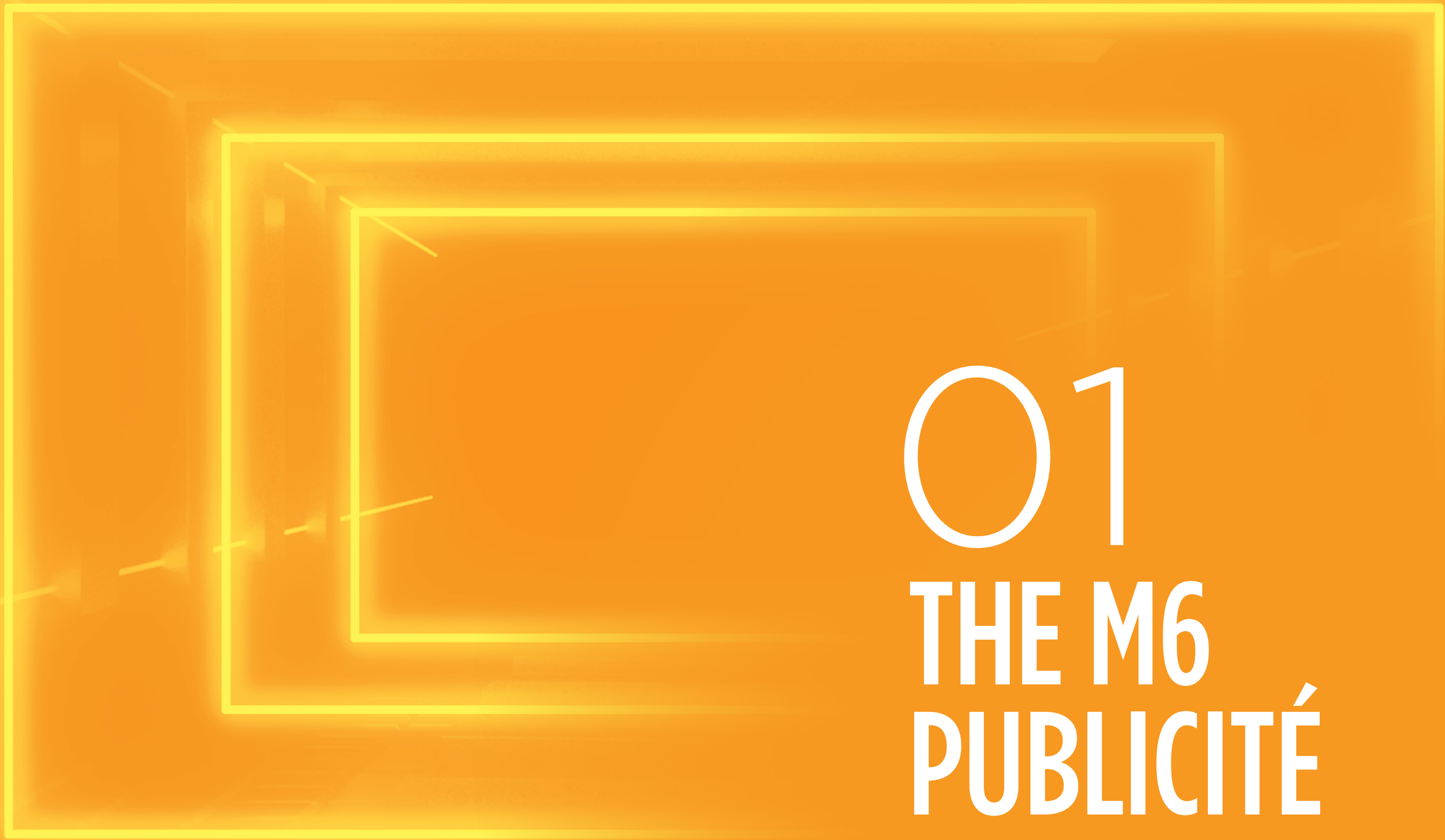
- Standard Terms and Conditions of Sale
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# 01

## THE M6 PUBLICITÉ OFFER

# The M6 Publicité offer



## POWER AND DIVERSITY OF THE OFFERING

**For over 35 years now the M6 Group has played an integral role in the lives of French men, women and children thanks to the strength and originality of its programmes.**

**By leveraging this same proximity and know-how, M6 Publicité helps its customers successfully achieve their communication goals.**

**Offering a wide range of customised solutions, the M6 advertising sales house enables its customers to reach over 31 million French people every day via the Group's television, radio and digital media.**

Source: Médiamétrie Cross Médias – 2022-1 March wave, 15+



## TV

**M6, W9, 6TER, GULLI, PARIS PREMIÈRE, TÉVA, SÉRIECLUB, CANAL J, TIJI, M6 MUSIC, MCM, MCM TOP, RFM TV**

The Group's 13 TV channels reach over 24 million people every day. This enables us to offer advertisers powerful commercial breaks broadcast in a high-quality environment in order to optimise the effectiveness of their campaigns.

Source: Médiamétrie / Médiamat – September 2021 to June 2022 – full viewing day - Individuals 4+



## ONLINE

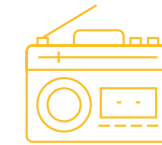
### 6PLAY, PURE PLAYERS, INFLUENCE

Our online offer comprises media brands from Group channels, pure-player websites and influence marketing. These assets have delivered exceptional performances:

- Record use of an online television service with over 26 million active users on 6play
- Just under 26 million unique visitors per month on our pure-player websites

The M6 Group is adapting to new video consumption habits and deploying a strategy to increase its viewing figures for its flagship programmes on Snapchat. Thus, clips from these programmes are open to marketing to address an audience of young adults via smartphone, in a brand-safe environment.

Influence marketing is also an important development driver for the M6 Group with M6 Unlimited Influence and the Ctzar agency, a pioneer in the sector with its exclusive [ctzar.io](https://ctzar.io) technology platform, an international network of over one million influencers.



## RADIO

### RTL, RTL2, FUN RADIO

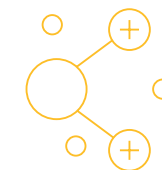
The advertising space on M6 Group's three radio stations, which boast 10 million daily listeners, enables advertisers to benefit from the reactivity, power and drive-to-store impact of radio media.

Source: Médiamétrie EAR - September 2021 to June 2022 - Mo-Fri 5am-midnight - Individuals 13+

### ONLINE AUDIO

The online audio versions of M6 Group radio stations generate 60 million contacts per month through live listening on the three stations, native and replay podcasts (*Les Grosses Têtes*, first podcast from France) and listening on the nine online radio stations.

Source: ACPM (live streaming) / Médiamétrie eStat Podcast (podcast listens) / Médiamétrie eStat streaming (January-June 2022)



## EVENTS

### WBA

An events agency of recognised expertise, WBA – Wild Buzz Agency – is a market-leading pioneer of pop-up spaces for brands and institutions. WBA creates and orchestrates dramatised physical experiences for brands in order to arouse emotions, exploit disruptive potential and connect directly with consumers.



## FRANCE'S FAVOURITE CHANNEL

**No. 2 national channel among under 50s housewives and all under 50s**

In 2021-2022, M6 had its best evening season since 2012 among under fifties housewives and all under fifties. M6 enjoys a special relationship with French audiences due to its values of authenticity, creativity and proximity. Backed by popular personalities, the Group has adopted three keys watchwords for the new season: rally together, come closer, and engage. As the channel that made the most changes to its schedule and rolled out the largest number of formats during the previous season, M6 has yet again proved its ability to innovate and its willingness to take risks. M6 is therefore approaching the new season with ambition and innovation, but above all with a desire to engage, whether through original dramas, event-driven programmes or captivating documentaries.

Source: Médiamétrie / Médiamat - September 2021 to June 2022 - full viewing day



## FRANCE'S FAVOURITE DTT CHANNEL

**Best season among 4+ and under 50s housewives 4 years in a row**

Underpinned by its long-standing strengths, W9 preserved its leadership during the 2021-2022 season in most programme genres, making its presence felt once again in both linear, online and replay. Over the coming season, W9 will continue to innovate by releasing new original productions in drama and entertainment featuring household names such as Jérôme Anthony and Issa Doumbia. Not to mention music, film, magazines, sport and reality TV, genres that have contributed to the channel's success over the years.

Source: Médiamétrie / Médiamat - September 2021 to June 2022 - full viewing day.



## THE MOST FAMILY-FRIENDLY CHANNEL

**Best season ever among 4+ and under 50s housewives**

6ter recorded its best season ever across all audiences and commercial targets. The channel brings together all members of the family through family values enshrined in programmes of universal appeal. Every year, 6ter adds new features to its programme offering that consolidate its success and combine discovery with family values and fun. With startling revelations in the hands of Élodie Gossuin, magazines "*Familles Extraordinaires*", "*Vive le camping*" and "*Les vacances préférées des Français*", original productions, films and series, 6ter never ceases to change its skin! The 6ter catalogue is further enhanced by brand new documentary series showcasing unusual and exceptional life stories.

Source: Médiamétrie / Médiamat - September 2021 to June 2022 - full viewing day



## MOST POPULAR FAMILY CHANNEL

**No. 1 French children's channel among 4-10 year olds and the most popular family channel for the fifth year in a row**

Gulli recorded its best ever season among child audiences, as well as housewives with children. One highlight of the season was the launch of Gulli Prime, a solution targeting young and not so young adult audiences through a schedule brimming with wit and humour. In the coming season, the channel will once again confirm its position as a leading responsible and committed brand with over 25 new broadcasts in linear mode. Furthermore, the replay offering will be doubled from September, while the field teams will continue to enhance the channel's proximity to its audience.

Source: Médiamétrie / Médiamat - September 2021 to June 2022 - 6am-8pm - Survey by MarquesetFamilles.fr

# The M6 Publicité offer

PARIS  
PREMIERE

## THE CHANNEL THAT SEEKS TO BE DIFFERENT

**No. 1 pay channel among all viewers and middle class audiences for the 8<sup>th</sup> wave in a row**

For over 35 years, iconic cultural channel Paris Première has conveyed a clear and highly distinctive identity thanks to a rich and diversified schedule and compelling original productions. As a result, Paris Première is now the leading pay channel among all viewers attracting 11.1 million viewers per month. This year is yet another opportunity to enjoy scintillating debates, live shows, iconic films and outstanding documentaries.

serieclub

## A TALENT-SPOTTER OF NEW SERIES

**The number one channel for premium series with 4.4 million viewers per month.**

Série Club offers cult series broadcast for the first time in France. With nearly 15 series premièreed each year, Série Club is the channel to watch when it comes to series.



## A CHANNEL IN MOTION

**Leading pay channel for women**

In 25 years, the channel tailor-made for women has never stopped growing, changing and getting the ball rolling, attracting an ever-growing community of fans.

With 7 million viewers per month, both male and female, Téva has lost none its appeal, especially to women under 50, and is making strong progress in both linear TV and replay.



## 100% HITS CHANNEL

**Record season among 15-34 year olds**

Every year, M6 Music offers the best in contemporary music, all the latest hits as well as theme evenings and special programming, attracting 2.4 million viewers per month. Its iconic programme *Backstage* takes the viewer on a journey to meet top-ranking French and international musicians.



## SUPERCHARGED CHANNEL FOR 6-12 YEAR OLDS

**The most appealing children's channel among boys aged 4-14**

This year viewers will have another chance to watch the latest seasons of the most action-packed, adventure-filled animated series. Bakugan, Beyblade, Foot-2-Rue, Pokémon... your heroes are back for another year full of excitement.



## POP CULTURE, TELEVISION, MUSIC

**The channel for millennials aimed at men aged 15-34**

MCM looks set to continue its record-breaking streak! Having doubled its viewing figures in a single year among the 15-34 year olds, MCM is THE channel for pop culture. Off-beat and trippy, the schedule combines brand new American series with a healthy daily dose of pop culture and wacky animated sitcoms like American Dad! and Bojack Horseman. Over the past 30 years, MCM has established itself as the leading voice in pop culture for its target audience, attracting 2.5 million viewers every month.



## SOFT AND TENDER BUT ADVENTUROUS

**The channel for toddlers that attracts 1.5 million viewers per month**

Softness and tenderness are the watchwords of Tiji, the channel on which growing up is fun. Toddlers' favourite heroes are back again for new adventures, while new series will also make an appearance. Madagascar, My Little Pony, Barbie, Dragons, T'choupi, to name but a few, will continue to delight young girls and boys with their thrilling adventures.



## THE BEST OF FRENCH MUSIC

**France's No. 1 music channel among 35-59 year olds**

Backed by a rich and diversified musical schedule featuring a classic assortment of French and international hits, RFM TV is France's No. 1 musical theme channel among 35-59 year olds!

# The M6 Publicité offer

## ONLINE: LEADING BRANDS

**DERIVED FROM GROUP CHANNELS (TV CHANNELS OR PROGRAMMES) AND POWERFUL PURE PLAYERS (CUISINEAZ, DECO.FR, TURBO, PASSEPORT SANTÉ, ETC.).**

- Unique multi-screen coverage guaranteed every month by over 30 websites, applications, digital channels and IPTV services
- Nearly 26 million unique visitors on PCs, smartphones and tablets representing 348 million page views

This powerful and diversified multi-screen offer covering PCs, smartphones, tablets and IPTV allows advertisers to show their advertisements on all screens accompanied by content geared to their targets.

Source: Médiamétrie Netratings 3 screens - Monthly average January - June 2022

**cuisineaz**

 **passeport  
santé**

**RTL**

**déco.fr**

**M6météo** 

**6play**

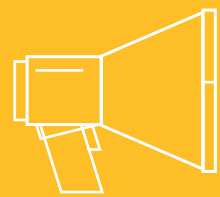
**TURBO** 

*Fourchette & Bikini*

# The M6 Publicité offer

## SNAPCHAT OFFER

EXPLORE NEW HORIZONS AND  
REACH A WIDER AUDIENCE FOR YOUR  
ADVERTISEMENTS WITHIN OUR M6 GROUP  
PROGRAMMES



COMMUNICATE  
EXCLUSIVELY  
WITHIN THE  
PROGRAMME OF  
YOUR CHOICE



LEADING TV OFFER  
ON SNAPCHAT



power  
context  
AFFINITY  
brand safety



# The M6 Publicité offer

BUILD YOUR BRAND AND WIN NEW CUSTOMERS WITH THE STEP BY M6 TURNKEY PROGRAMME

## STEP BY M6

### THE TAILORED SOLUTION FOR YOUR FIRST CAMPAIGN

Turnkey programme



For more information, please  
contact

Noémi Carpentier

[noemi.carpentier@m6.fr](mailto:noemi.carpentier@m6.fr)

+33 (0)6 30 63 20 51



## POWER

### BOOST YOUR BRAND PERFORMANCE!

- Unique multimedia ecosystem: TV, radio, online and influence
- 9 out of 10 people in France reached every month
- Leading brands: M6 (No. 2 national channel), RTL (No. 1 private radio station in France), 6play (26 million active users)

## PROXIMITY

### TO SUPPORT YOU BEFORE, DURING AND AFTER YOUR CAMPAIGN

- Dedicated contact person for tailored support
- Experts for each stage: marketing, legal, creation, planning
- Performance commitment, tracking and media planning optimisation for your campaign on My6

## EXPERTISE

### TO MAXIMISE YOUR ADVERTISING EFFICACY

- Media analysis of advertisers in your sector
- Complete range of marketing solutions (shopper marketing, B2B, social selling, etc.)
- Specific expertise: drive-to-web and drive-to-store
- Customised turnkey advertising design with our studio, M6 Unlimited

# The M6 Publicité offer



## M6 PUBLICITÉ LOCAL:

### PROXIMITY AND EXPERTISE

Sales teams available all over France to respond to all your issues from local to national level.

## SEGMENTED TV & AVOD



## LOCAL RADIO



## LIVE STREAMING & PODCASTS



For more information, please contact  
Yvan Coffignal  
[yvan.coffignal@m6.fr](mailto:yvan.coffignal@m6.fr)  
+33 (0)6 70 79 21 01

# The M6 Publicité offer



**M6 UNLIMITED:**  
**THE CREATIVE AGENCY IN CHARGE OF YOUR BRAND EXPOSURE**  
As a partner to agencies and advertisers, M6 Unlimited creates original, powerful and engaging solutions for all media. An offer spanning the entire spectrum: TV, radio, online, social media, influencing and grassroots experience.

With an extensive catalogue of top show licences and influential talent, M6 Unlimited is constantly pushing the boundaries of its own offering to provide audiences with features that are as engaging as they are entertaining! Advertising and corporate films, event-driven media formats, short programmes, podcasts, social content, business conventions, etc. M6 Unlimited is the preferred partner for brands seeking to increase their visibility.

M6 Unlimited: a little, a lot, with passion...towards infinity!



## INFLUENCE:

### A POWERFUL ECOSYSTEM OF AMBASSADORS

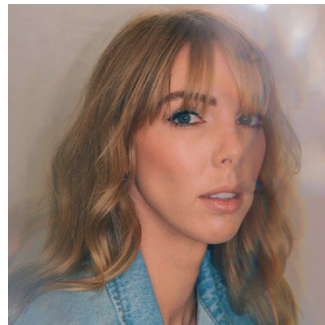
Whatever your universe, M6 Publicité provides your brand with the expertise of top personalities to help you meet your social media challenges.

### DIGITAL NATIVE INFLUENCERS

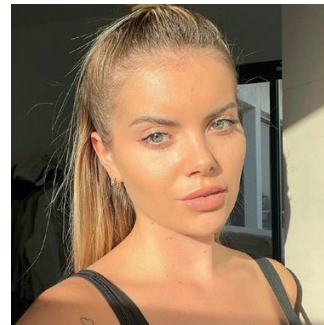
Powerful online creators tell their stories and engage their communities on their social networks.



Horia



Sandra



Romy



Pierre Croce



Natoo



Rachel Legrain-Trapani

### TV CONTESTANT INFLUENCERS

Up-and-coming young talent from our programmes, acclaimed by the public, have built up a real community on their social networks.



Charline Stengel



Camille Delcroix



Pierre Chomet



Lilian Douchet



Maud Leboeuf



Justine Piluso



Margaux Chignac



Arnaud Delvenne



Alice and Bruno  
(Mariés au premier regard)

### TV PERSONALITIES

The faces of the M6 Group, experts in their field, offer brands the benefit of their influence through the M6 ecosystem.



Cyril Lignac



Cristina Cordula



Philippe Etchebest



Stéphane Plaza



Karine Le Marchand



Stéphane Rotenberg

### CTZAR INFLUENCERS

[Ctzar.io](https://ctzar.io): the market platform with over one million inspirational profiles listed.

# CTZAR

# The M6 Publicité offer



## WILD BUZZ AGENCY:

### LEADER AND PIONEER OF SPACES DEDICATED TO EXPERIENCE-CREATING BRANDS AND INSTITUTIONS

A new approach focused on emotions and engagement to win the hearts of consumers.

M6 Publicité and WBA join forces to respond to media and non-media brand challenges by harnessing their expertise in designing, producing and disseminating customised original operations.

WBA offers brands a dramatised physical experience to arouse emotions, exploit disruptive potential and connect directly with existing and potential new customers.

This experiential dimension is all the more strategic for operations with strong social media resonance.

Using multiple synergies, M6 Publicité and Wild Buzz Agency can increase the physical reach of advertiser campaigns throughout France through two channels: experience and emotion. This gives advertisers an extra lead in the race to win brand preference.

Among the synergies developed during the year, two deserve special mention: the Philo Saucisse pop-up restaurant, winning concept in the restaurant competition featured in *Top Chef*'s 13<sup>th</sup> season, and the organisation of the 3<sup>rd</sup> "Le Temps des Marques Responsables" conference.



My6 is a platform for consulting, managing and purchasing media campaigns.

By logging onto this platform developed by M6 Publicité, administrators and users can access information on the advertising campaign they are overseeing in compliance with the [terms of service](#), which may be consulted on My6.

To manage their campaign, administrators and users can use the following features:

## STREAMLINE PROCEDURES FOR MEDIA PURCHASERS

A pioneer platform set up in 2007, My6 facilitates the management of media budgets and the administrative management of M6 Publicité's commercial partners. In 2019, My6 was transformed into a customised service and transactional platform designed to optimise customer experience. Access to My6 is subject to the administrator/user's acceptance of and compliance with these STCS and the My6 terms of service.

My6 is subject to change and/or temporary unavailability at any time.

**To create your account, please contact [adv@m6.fr](mailto:adv@m6.fr)**

## PROGRAMMING SCHEDULE

- Research a campaign by order code or product label
- View actions and EDIs
- View the list of advertisements for the campaign

## BOOKING

- Book and make net purchases of advertising space offered by M6 Publicité.
- Create, modify and consult schedule briefs, such as briefs for purchasing at guaranteed net cost per GRP or advertisements aimed at children.
- Segmented TV: a request for targeted broadcasting on M6 Group channels may be booked
- Podium briefs: simplified procedure for requesting preferred positioning for spot by spot campaigns

## FLASH BREAKS & PRICE LISTS

- Discover the impact on scheduling, viewing flash breaks, billboard pricing and weekly price schedules

## DIGITAL SAFE

- File and view documents such as contract certificates, campaign statements, etc.

## OFFERS & STCS

- Learn about sponsorship proposals, advertising innovations, commercial offers, STCS, etc.

## NEWS

- Check programme schedules, press releases and programme press kits

## SURVEYS

- Discover the key takeaways of surveys carried out by M6 Publicité



02

**TRADITIONAL  
ADVERTISING  
SPACE**



# 02 TRADITIONAL ADVERTISING SPACE

Standard Terms and  
Conditions of Sale

## 1. INTRODUCTION

### 1.1. DEFINITIONS

#### ADVERTISER

Pursuant to these standard terms and conditions of sale (STCS), companies that belong to the same group and that purchase television advertising space shall be deemed to constitute a single advertiser.

M6 Publicité shall deem all companies where more than half the share capital and voting rights are held directly or indirectly, as at 1 January 2023, by the same natural person or legal entity incorporated under private law, and with which said companies form a single economic entity, as companies within the same group.

When an advertiser, pursuant to the French Act of 29 January 1993, acts as an agent of another advertiser without notifying M6 Publicité of its capacity, the advertiser acting as the contractor shall be jointly and severally liable with the advertiser benefiting from the purchase of the advertising space to pay the orders placed.

#### AGENT

Within the meaning of these STCS, an agent is considered as any intermediary company to which the advertiser has entrusted specific assignments via a written agency agreement regarding the purchase of advertising space, sponsorship and product placement on the channels managed by M6 Publicité. The agency agreement for a given assignment must be a sole agency agreement.

#### CAMPAIGN

A TV campaign on traditional advertising space comprises all messages broadcast between 1 January and 31 December 2023:

- by an advertiser,
- for a given product and/or service,
- vis-à-vis a specified media target audience.

These three features are cumulative.

A campaign may comprise one or more waves of communication between 1 January and 31 December.

#### WAVE

A wave is primarily determined, in the case of purchases made at guaranteed net cost per GRP (Gross Rating Point), by a schedule brief sent to the M6 Publicité Scheduling Department in accordance with these STCS.

#### SECTOR/VARIETY CODES

The sector code and product variety code are specified in the TV product list published on **m6pub.fr** and on My6.

#### SCHEDULE BRIEF

A document setting out the media planning features of a wave purchased at guaranteed net cost per GRP. A module for creating briefs is available on **My6** and from Popcorn TV.

#### PUISSANCE TNT

The Puissance TNT offer covers:

- synchronised commercial breaks broadcast on W9 and 6ter (labelled 0),
- commercial breaks broadcast on W9 only (labelled 9 or 4),
- commercial breaks broadcast on 6ter only (labelled 8),
- commercial breaks broadcast on Gulli only and aimed at an adult target audience (labelled 7).

All of these commercial breaks are marketed exclusively under the Puissance TNT offer.

Sponsorship operations will not be broadcast simultaneously on W9, 6ter and Gulli.

#### PUISSANCE KIDS

The Puissance Kids offer covers all children's commercial breaks on the free channels managed by M6 Publicité, including:

- children's commercial breaks on Gulli
  - children's commercial breaks on M6
- These commercial breaks are labelled 6.

# Traditional space

## STANDARD TERMS AND CONDITIONS OF SALE

### GOLD COMMERCIAL BREAKS

Some commercial breaks, due to their performance or engaging scheduling, are classified as Gold and labelled 2. They are available to spot by spot campaign buyers.

### LINKED COMMERCIAL BREAKS

Some of the commercial breaks in our offer can be linked and, in some cases, broadcast simultaneously. These commercial breaks are labelled 3 (2043, 2103, etc.), included in the M6 advertising offer and broadcast simultaneously on at least two channels covered by the M6 Publicité offer.

### 1.2. ACCEPTANCE OF THE STCS

By placing an advertising order, advertisers or agents acting on their behalf:

- acknowledge that they have read, agree to and accept the application of the STCS set out below;
- undertake to comply with the laws, regulations and practices governing advertising and audiovisual sales communications.

- M6 Publicité declares that it adheres to the principles of the **Code of Ethics and Professional Conduct** through which the M6 Group declares that it complies with, and ensures compliance with, all French statutory and regulatory provisions applicable to it, in particular with regard to fraud, decency, anti-corruption and influence peddling (in particular French Act No. 2016-1691 of 9 December 2016 on transparency, anti-corruption and the modernisation of the economy, known as the “Sapin II” Act), in the performance of these STCS. The Code of Ethics and Professional Conduct contains a description of the whistleblowing system in place within the M6 Group, as well as the name and contact details of the ethics and professional conduct officer to whom complaints can be addressed.

Similarly, the advertiser and/or its agent undertake to adhere to the same principles and to comply with the regulations applicable in this regard, it being specified that the advertiser and/or its agent may be required to provide any additional information upon request by M6 Publicité (certificates, questionnaires, etc.)

### 1.3. EXCLUSIVITY RIGHTS OF THE ADVERTISING SALES HOUSE

M6 Publicité, the exclusive advertising sales house for each broadcaster, shall be solely authorised, pursuant to its remit, to canvass clients and sell the channels’ advertising space.



Recherche appartement ou maison (M6) © L. Breton/M6

### 1.4. CONTRACT CERTIFICATE

**1.4.1.** If the advertising order is placed with M6 Publicité by an agent, it is essential that the advertiser send M6 Publicité, prior to the start of the advertising campaign, a contract certificate stipulating the intermediary company's credentials and specifying the agreed products and remit for the current year or set period. Any other provision included in the contract certificate may under no circumstances be enforceable on M6 Publicité. A model contract certificate may be found on **m6pub.fr**. The contract certificate is valid for 2023 only.

EDIPub members and/or advertisers and agents who have subscribed to the "mymandat" service developed by EDIPub may send M6 Publicité the said contract certificate via this "mymandat" platform.

Advertisers and/or agents who have not joined EDIPub and/or who have not subscribed for the "mymandat" service must deposit the contract certificate in the digital safe on My6.

**1.4.2.** M6 Publicité will not accept advertising space orders placed by a sub-agent, otherwise than when the advertiser has given express written authorisation for its agent to be replaced.

**1.4.3.** In all cases, the advertiser shall be required to perform the undertakings contracted by its agent or sub-agent in line with the powers assigned to said agent or sub-agent.

**1.4.4.** Advertising orders placed by an advertiser shall be specific to this party. They may not be transferred, even in part, otherwise than with M6 Publicité's prior consent. In

particular, when an advertiser appoints a new agent, the advertising space reserved by the previous agent may not be transferred to another advertiser.

**1.4.5.** If the advertiser replaces an agent or terminates its appointment, the advertiser shall be required to inform M6 thereof immediately by registered letter with acknowledgement of receipt and shall remain liable for the undertakings made by its agent prior to this notification. M6 Publicité records the booking requests in accordance with schedule availability, and then sends the advertiser or their agent an advertising order that confirms all or part of the request made, according to schedule availability.

In the event of a request exceeding the available advertising supply, M6 Publicité may have to refuse an advertiser's request for space. In such event, M6 Publicité will contact the advertiser or its agent to discuss possible alternatives.

**1.4.6.** Any contractual document relating to the purchase of advertising space may be signed electronically with the advertiser and/or its agent. In this regard, advertisers and their agents acknowledge and accept the legal force and admissibility of the electronic signature process and agree to sign contractual documents electronically via "DocuSign"\*, M6 Publicité's approved service provider.

\*DocuSign is supervised by the French national agency for information system security (ANSSI) and is classified as a trusted service provider (PSCE). DocuSign is certified under regulation eIDAS 2014/910 and is listed as such in the trusted service provider list, which may be viewed on the ANSSI website. In partnership with DocuSign, CDC Arkhinéo ensures that signed documents are stored with probative value for each signing party. The contracts are automatically archived in this electronic safe, thereby guaranteeing the storage and integrity of the documents for a renewable period of 10 years.

## 2. ALTERING THE CAMPAIGN

Advertisers and agents may make alterations to their campaigns between the initially agreed dates (e.g. advertisement format(s) amended, advertisements moved to other commercial breaks depending on the programming schedule, trend and opportunity indicators, product variety code amended for the campaign, etc.) subject to availability and provided the budget is kept at an equivalent level if the period in question is shorter than 31 calendar days.

Such alterations may not be made any later than 8 calendar days prior to broadcast.

## 3. ORDER CANCELLATION

All order cancellations must be sent to M6 Publicité via e-mail by the advertiser or its agent.

M6 Publicité shall then regain title to the cancelled advertising space.

**3.1.** Within the framework of the booking periods, once a space has been booked, the advertiser or its agent must notify M6 Publicité via e-mail of any order cancellation request within 5 business days following the finalisation of the booking schedule. In this case, no penalty fee shall be applied.

**3.2.** In the case of any order cancellation sent more than 5 business days after M6 Publicité has finalised the booking schedule and in the event – except in the case of force majeure – that the BAB expenditure (i.e. gross amounts invoiced excluding VAT) cancelled by the advertiser represents a reduction of at least 30% in the BAB amounts initially reserved by said advertiser, a penalty fee equal to 5% of the cancelled net amount excluding VAT shall be applied. Said penalty fee shall be invoiced on the terms and conditions applicable to the advertiser in the month following the expenditure made during the relevant two-month period.

### EXAMPLE

Invoicing end March 2023 for gross amounts actually invoiced during the January-February 2023 period (excluding any penalty fees invoiced for late cancellation).

Said penalty fee shall apply to the total amounts cancelled, and the calculation of such penalty fee shall be based on the difference between the gross amounts initially reserved and the gross amounts actually invoiced during the two-month booking period (excluding any penalty fees invoiced for late cancellation).

**3.3.** Penalty fees pertaining to the cancelled net amount excluding VAT are automatically applied on the following terms and conditions. For any cancellation notified:

- between 14 and 31 days prior to the first scheduled broadcast, except in the case of a force majeure (i) event, a penalty amounting to 50% of the net cancellation amount (excl. VAT) under the terms and conditions applicable to the advertiser shall be automatically applied,
- less than 14 days prior to the first scheduled broadcast, except in the case of a force majeure (i) event, a penalty equal to the full net cancellation amount (excl.

VAT) under the terms and conditions applicable to the advertiser shall be automatically applied.

**3.4.** Any campaign scheduled during the period from 7 October to 10 December 2023 on Puissance Kids, Canal J or Tiji for which the order is fully or partly cancelled shall be fully payable by the advertiser: a penalty equal to the full net cancellation amount (excl. VAT) under the terms and conditions applicable to the advertiser shall be automatically applied.

**3.5.** If the cancellation is due to a force majeure (i) event, the advertiser or its agent must notify M6 Publicité of such event in writing no later than 5 days after the occurrence thereof, providing justification of its interpretation of the event and an estimation of its expected duration. If the force majeure event is recognised as such, the relevant advertising campaign shall be suspended within the 2 days following receipt of the notice by M6 Publicité until the cessation of the event.

As soon as the event has ended, the total amount for the cancelled campaign must be reinvested by the advertiser within a time period to be defined by agreement with M6 Publicité.

(i) Force majeure means any event that is unforeseeable, unavoidable and beyond the advertiser's control and, in general, any event that meets the criteria defined by the French Civil Code and by French case law and courts.

## 4. PRICES

**4.1.** Provided there is no express, written stipulation of an amendment by M6 Publicité, the applicable prices shall be those indicated on the purchase order approved and signed by the advertiser or its agent.

**4.2.** M6 Publicité shall reserve the right to amend its prices by providing notice thereof on the **My6** website at least 4 days prior to the amendments taking effect. If such changes are made, within 2 business days the advertiser may transfer its bookings to other commercial breaks, provided that the M6 Publicité Scheduling Department has sufficient available space and that the budget is kept at an equivalent level. These changes may only be made in respect of the period affected by the price changes. M6 Publicité will send the advertiser or its agent a new advertising order.

**4.3.** M6 Publicité shall reserve the right to amend the prices for its commercial breaks within the 4-day notice period, in particular in the case of a scheduled broadcast related to an event deemed exceptional by the broadcaster. In such cases, M6 Publicité shall inform the advertiser or its agent of the amendment to the programming schedule and/or the applicable price.

The advertiser will be able to accept these changes and will retain the space, as originally booked. If the advertiser refuses these changes, it will be required to maintain the amount of its initial expenditure, without being able to claim any compensation.

M6 Publicité will send the advertiser or its agent a new advertising order.

**4.4.** Under the Puissance TNT offer, a single rate is published for each commercial break in which advertisements are synchronised on W9 and 6ter.

**4.5.** In the case of linked commercial breaks, M6 Publicité may be required to publish a single overall gross price for all broadcast channels.

# Traditional space

## STANDARD TERMS AND CONDITIONS OF SALE

**4.6.** Under the guaranteed net cost per GRP offer, M6 Publicité reserves the right to amend the seasonal and/or time slot indices for M6 and/or Puissance TNT and/or the theme channels during the year. In this case, the period(s), time slot(s) and channel(s) concerned and the new index will be disseminated no later than 10 calendar days before the amendment comes into force (see time slot and seasonal indices on pages 30 and 40).

## 5. AUDIENCE RATINGS

Compensation calculated on the basis of audience ratings published after the advertisement has been broadcast (Médiaplanning two-monthly files or Médiaplanning Médiamat'Thématik files) may not be sought for advertising campaigns scheduled for broadcast in traditional advertising space on the theme channels.

## MEDIAPLANNING TWO-MONTHLY FILE

PARIS  
PREMIERE

| FILE USED FOR PRICING                 | PRICE APPLICABILITY PERIOD |
|---------------------------------------|----------------------------|
| September - October 2022 - TNT 22 5 B | 01/01/2023 - 28/02/2023    |
| November - December 2022 - TNT 22 6 B | 01/03/2023 - 30/04/2023    |
| January - February 2023 - TNT 23 1B   | 01/05/2023 - 30/06/2023    |
| March - April 2023 - TNT 23 2B        | 01/07/2023 - 31/08/2023    |
| May - June 2023 - TNT 23 3B           | 01/09/2023 - 31/12/2023    |

## MEDIAPLANNING MEDIAMAT THEMATIK FILE



| FILE USED FOR PRICING                | PRICE APPLICABILITY PERIOD |
|--------------------------------------|----------------------------|
| January - June 2022 - V43            | 01/01/2023 - 30/04/2023    |
| September 2022 - February 2023 - V44 | 01/05/2023 - 31/08/2023    |
| January - June 2023 - V45            | 01/09/2023 - 31/12/2023    |

### 6. INVOICING

**6.1.** As regards invoicing, M6 Publicité shall comply with the instructions provided by the advertiser or set out on the contract certificate in connection with services provided by an authorised third party company. In all circumstances, the invoice shall be sent to the advertiser pursuant to French Act No. 93-122 of 29 January 1993. The invoice will also state the date when the advertisements were broadcast.

**6.2.** Prices are stated excluding tax: the advertiser shall bear the taxes and levies applicable to the advertising order at the time of broadcasting.

**6.3.** Advertisements will be invoiced on a monthly basis.

**6.4.** Any discounts owed to the advertiser once the order is complete will be granted in the form of credit notes that will be issued after the close of the 2023 financial year, and by March 2024 at the latest. After receipt of the aforementioned credit note, the advertiser may request in writing that the amount of this credit note be paid either to itself or to its appointed agent.

M6 Publicité shall reserve the right:

- not to pay the value of the credit note until the advertiser/agent has returned the signed order forms and/or other contracts and the advertiser has paid in full the invoices due and payable to M6 Publicité, and
- to invoice and demand the payment, if this has not been done during the course of an order, of the penalty fees provided for hereunder and owed by the advertiser.

**6.5.** Advertisers purchasing space on Puissance TNT will receive a single invoice for all advertisements broadcast on W9, 6ter and Gulli regardless of whether or not they are synchronised.

Advertisers purchasing space on Puissance Kids will receive a single invoice for all advertisements broadcast during the children's commercial breaks on the M6 Group free channels, in particular those on Gulli and M6.

### 7. PAYMENT

**7.1.** The invoices issued by M6 Publicité shall be paid solely in cash (except in the case of exchanges).

In all cases the advertiser shall be liable for the payment of orders and any late payment charges. Payments made to the agent shall not release the advertiser from any liability to M6 Publicité.

For the purposes of receiving payments, M6 Publicité shall indicate its bank details on its invoices. In the event that the advertiser receives a request to modify M6 Publicité's bank details, the advertiser must ensure that this is a genuine request from M6 Publicité by sending an e-mail to **validation.coordonnees.bancaires@m6.fr** for confirmation of said request. Confirmation from this e-mail address only shall be deemed valid by the advertiser.

**7.2.** Payment for the advertising campaigns broadcast shall be made 30 days after the invoice date of issue on the 10<sup>th</sup> of the month or the following month. Failure to meet this requirement shall result in the automatic application

of penalty fees and sanctions as set forth in Article 7.3. M6 Publicité reserves the right to request up-front payment, a bank guarantee or any other form of guarantee prior to any broadcast, in particular in the case of:

- any advertiser that fails to provide M6 Publicité with sufficient proof of its solvency;
- any advertiser previously responsible for late payment and/or non-payment of amounts owed to M6 Publicité for purchases of advertising space from M6 Publicité.

Advertisers required by M6 Publicité to provide such a guarantee or up-front payment must do so no later than 10 business days prior to the first broadcast.

M6 Publicité shall not award any cash discounts.

**7.3.** M6 Publicité will automatically invoice the following charges, without prior notice, for any payments made after the 10<sup>th</sup> of the month 30 days following the invoice date:

- late payment charges calculated on the basis of a 10% interest rate (or a rate equal to three times the statutory interest rate, if higher). This rate shall apply to all amounts which have not been paid by the 10<sup>th</sup> of the month 30 days after the invoice date;
- a fixed charge for recovery expenses amounting to 40 euros. If the expenses for the recovery process initiated by M6 Publicité are higher than the amount of this fixed charge, M6 Publicité will request an additional charge from the advertiser in question, and will provide supporting documents.

**7.4.** In the event that the advertiser fails to comply with the payment terms for the invoices issued to it by M6 Publicité, M6 Publicité shall reserve the right to exclude the advertiser from the benefit of all or part of its sales conditions and to suspend any discounts awarded in respect of a given invoice, as well any discounts due at the end of the year, and to cancel any ongoing orders, without any requirement to provide notice or pay damages in respect thereof; the advertiser shall pay the amounts owed in respect of advertisements broadcast up to the effective date of cancellation of the ongoing orders, pursuant to the invoices issued by M6 Publicité.

**7.5.** If M6 Publicité issues a credit note to be offset against:

- the invoice to which the credit note is related, or
- if the invoice has already been settled, the earliest outstanding invoice issued to the advertiser,

the credit note may be sent to the agent if the advertiser has authorised the agent via a contract certificate to receive such credit note. In such event, the payment made

to the agent shall release M6 Publicité from any liability to the advertiser.

Lastly, if M6 Publicité issues a credit note to an advertiser or its agent for the balance of the various discounts due at year-end (and no later than 31 March 2024), the amount of this credit note issued by M6 Publicité will be offset against any due and unpaid invoices issued to the advertiser in question.

For the purposes of receiving payments, M6 Publicité shall indicate its bank details on its invoices. In the event that the advertiser receives a request to modify M6 Publicité's bank details, the advertiser must ensure that this is a genuine request from M6 Publicité by sending an e-mail to **validation.coordonnees.bancaires@m6.fr** for confirmation of said request. Confirmation from this e-mail address only shall be deemed valid by the advertiser.

## 8. CONFIDENTIALITY

The advertiser and its agent as well as the broadcaster and M6 Publicité shall undertake to keep strictly confidential all the written or verbal information exchanged as well as the provisions set forth in all of the contractual documents.

## 9. PROTECTION OF INDIVIDUAL PERSONAL DATA

All information provided by individuals acting on behalf of the advertiser and/or its agent via their correspondence with M6 Publicité is processed by M6 Publicité. Such processing is required for the purposes of its sales operations, including sales prospecting and the sale of advertising space, whether traditional or in the form of sponsorship.

This information may contain personal data.

For details on the data collected and its use, as well as for information about your rights, we invite you to read the **personal data protection policy** relating to the collection and processing of personal data concerning the M6 Group's commercial partners and visitors.

## 10. JURISDICTION

The courts of Paris shall have jurisdiction to hear any disputes or litigation proceedings arising from the construction or application of the advertising order or the STCS set forth above, including related cases, third-party proceedings and multiple defendants.

The STCS shall take effect from 1 January 2023. M6 Publicité and the broadcaster reserve the right to amend all or part of these STCS over the course of the year, in line with statutory requirements.

Said amendments shall be published on the **M6 Publicité** website or on **My6**.



# 02 TRADITIONAL ADVERTISING SPACE

Purchasing advertising  
space

# Traditional space

## PURCHASING ADVERTISING SPACE



### 1. PURCHASING ADVERTISING SPACE

#### BOOKING PERIODS

M6 Publicité organises open booking periods, during which advertising space can be purchased at any time, subject to availability, under the conditions and according to the guidelines set out in these STCS. These booking periods apply to spot by spot purchasing and purchasing at guaranteed net cost per GRP.

#### BOOKING PERIODS FOR PUISSANCE KIDS, CANAL J AND TIJI

The booking periods for Puissance Kids, Canal J and Tiji start on 2 June 2023 for the period from 21 August to 31 December 2023.

The autumn period runs from 7 October to 10 December 2023 for these booking periods.

For this period:

- all advertiser requests must be sent to M6 Publicité (via **My6**) by 2 June 2023 at the latest;
- M6 Publicité will send a reply once all requests have been received.

| PERIOD | PUBLICATION OF PRICE LISTS             | PERIOD                    | START OF BOOKING PERIOD  | SCHEDULE CONFIRMATION*   | LAST DATE TO AMEND SCHEDULE** |
|--------|--|---------------------------|--------------------------|--------------------------|-------------------------------|
| 1      | Tuesday 18 October 2022 (STCS + Rates) | January-February 2023     | Tuesday 15 November 2022 | Tuesday 29 November 2022 | Friday 2 December 2022        |
| 2      | Tuesday 6 December 2022                | March-April 2023          | Friday 13 January 2023   | Monday 30 January 2023   | Friday 3 February 2023        |
| 3      | Tuesday 14 February 2023               | May-20 August 2023        | Friday 17 March 2023     | Monday 3 April 2023      | Friday 7 April 2023           |
| 4      | Tuesday 9 May 2023                     | 21 August-5 November 2023 | Friday 2 June 2023       | Monday 19 June 2023      | Friday 23 June 2023           |
| 5      | Tuesday 27 June 2023                   | 6 November-December 2023  | Friday 8 September 2023  | Monday 25 September 2023 | Friday 29 September 2023      |

\* These dates only apply to campaigns submitted before midday on the first day of the booking period.  
\*\* When M6 Publicité confirms the schedule, the advertiser and/or its agent have 5 calendar days to notify M6 Publicité of any order cancellation by any written means. In this case, no penalty fee shall be applied.

NB: See [Article 3](#), for all terms and conditions relating to cancellations and penalty fees.

M6 Publicité recommends that purchases of advertising space be made by Electronic Data Interchange, pursuant to the standard defined by the EDI Publicité Association. The advertiser and/or its agent shall purchase advertising space via electronic mail pursuant to the terms set forth in an agreement for the interchange of electronic data concluded between M6 and the advertiser and/or its agent.

M6 Publicité may offer (including exclusively) the purchase of advertising space via My6 in compliance with these STCS and the **My6** terms of service.

All requests to purchase advertising space which are not made via EDI must be sent with the “advertiser and product” data sheet and the schedule brief sheet, both duly completed. Any amendments to these data sheets after the reservation has been made must be sent in writing to M6 Publicité.

For each booking request, M6 Publicité will send the advertiser a purchase order form via EDI or any other means. The purchase order shall confirm all or part of the advertiser’s or agent’s booking request depending on available space in the schedule.

This purchase order may also be viewed on the **My6** extranet website. The advertiser or its agent must sign the purchase order and return it to M6 Publicité no later than 8 calendar days prior to the advertisement screening date. In any event, M6 Publicité shall consider the purchase to be firm and final if it receives no response from the advertiser or its agent during this period.

### SECTOR CODES

The purchase of advertising space entails the reservation of one or more product variety codes. The relevant product variety code must be specified accurately and in full as indicated in the TV product list published by M6 Publicité and applicable when the advertising space is purchased.

The advertiser and/or its agent shall be solely and entirely responsible for reserving and confirming the product variety code. If an advertisement is scheduled using a variety code that is incorrect or incomplete, M6 Publicité shall invoice additional fees as set out in **Article 6.2**.

If the sector code(s) declared by the advertiser and/or its agent do not correspond to the actual product or service promised by the advertisement, M6 Publicité may correct the sector codes at its sole discretion.

If the correction of the sector codes makes it impossible for the advertiser to book traditional advertising space, the provisions of **Article 2** “Altering the campaign” and **Article 3** “Order cancellation” of the STCS for traditional advertising space may be applied.

No compensation may be claimed on these grounds by the advertiser and/or its agent.

### 1.1. SPOT BY SPOT PURCHASING OF ADVERTISING SPACE

The spot by spot buying system enables the advertiser or its agent to reserve spots within the programming contexts that they want, subject to schedule availability and current inter-professional regulations and practices.

The spot by spot purchasing rates for the channels’ commercial breaks may be consulted on **My6**. Commercial discounts that apply to spot by spot purchases are shown in the chapter entitled “Traditional advertising space - commercial discounts”.

Spot by spot purchases will be given priority over guaranteed net cost per GRP purchases.

NB: Some sectors are subject to special marketing schemes, which are detailed in the chapter entitled “Traditional advertising space - special marketing schemes”.

This purchasing system is available on all M6 Group channels.

### 1.2. GUARANTEED NET COST PER GRP PURCHASES ON M6 AND PUISSANCE TNT

**1.2.1.** Purchasing at guaranteed net cost per GRP is available on M6 and Puissance TNT (W9, 6ter and Gulli). For purchases made at guaranteed net cost per GRP, advertisement scheduling is carried out by M6 Publicité, which decides on such scheduling at its sole discretion on the basis of a brief sent by the advertiser or its agent.

M6 Publicité reserves the right to exclude specific commercial breaks, days and periods from this method of purchase.

M6 Publicité will inform purchasers in advance of commercial breaks that may not be eligible for the guarantee.

**1.2.2.** A non-indexed guaranteed net cost per GRP for a 30-second break is agreed jointly between the advertiser or its agent and M6 Publicité:

- as part of the special terms and conditions of sale,
- prior to the first scheduling request. This cost excludes adjustments as per the indices related to seasonality, time slot and chosen category of guaranteed net cost per GRP (Standard/Select/Select +).

M6 Publicité guarantees the non-indexed guaranteed net cost per GRP over the full year.

The indexed net cost per GRP takes the advertiser's media planning choices into account, as indicated in the advertiser's schedule brief, in accordance with schedule availability.

These choices, which impact the agreed non-indexed guaranteed net cost per GRP for a 30-second break, entail the application of indices related to:

- format, as explained in **Article 2** of the price terms and conditions,
- seasonality and time slots, as explained in **paragraph 1.2.7**,
- the chosen category of guaranteed net cost per GRP (Standard/Select/Select+), as explained in **paragraph 1.2.8.**

**1.2.3.** Requests to make purchases at guaranteed net cost per GRP may be submitted in accordance with the booking period timetable and, in any event, must be received by M6 Publicité no later than four weeks prior to broadcast.

All requests must be submitted in the form of a schedule brief that sets out the specific features of the wave concerned by this purchasing method (i.e. net budget at order completion, product variety code, target audience, screening period, format, breakdown per time slot, etc.).

A module for creating briefs is available on My6, which can be accessed:

- on **My6** directly
- via Popcorn TV

allowing purchasers to send their guaranteed net cost per GRP scheduling requests under a standardised format in total security and receive an acknowledgement of receipt.

When it receives the brief, M6 Publicité checks compliance with the eligibility criteria for this purchasing method. The scheduling of advertisements is carried out exclusively by M6 Publicité, which seeks to meet the requirements expressed in the schedule brief as closely as possible depending on schedule availability.

As part of the scheduling of campaigns at guaranteed net cost per GRP, advertisements may be scheduled in linked commercial breaks (including broadcast on several channels). For example, advertisements that are part of a campaign purchased at guaranteed net cost per GRP on M6 may be scheduled in 2043-labelled commercial breaks broadcast jointly on M6, W9 and 6ter.

If all the requirements of the STCS are met, M6 Publicité will send a media plan within 48 hours (business days/ outside booking periods). The plan is sent via EDI and may be consulted on My6.

If necessary, upon receipt of the brief or during the formulation of the plan, M6 Publicité reserves the right to offer alternative solutions, of which it shall notify the advertiser or its agent.

M6 Publicité reserves the right to schedule a maximum 5% of GRPs requested in the brief on a different channel to the one specified in the brief, including the theme channels managed by the sales house.

The scheduling of advertisements purchased at guaranteed net cost per GRP are liable to be altered by M6 Publicité for the purpose of optimisation, right up until broadcasting time.

Any change to a schedule brief made on the initiative of the advertiser or its agent less than four weeks prior to broadcast shall be regarded as a new brief and, as such, will be subject to the STCS (e.g. campaign alterations, pricing, etc.).

**1.2.4.** The commercial discounts described in the chapter entitled "Traditional advertising space - commercial discounts" do not apply to purchases at guaranteed net cost per GRP. However, the BAB amounts (i.e. total costs, excluding VAT and prior to application of the discount scale) expended by the advertiser shall be factored into the total amounts expended in 2023 in order to calculate the discounts applied to the spot by spot buying system.

# Traditional space

## PURCHASING ADVERTISING SPACE

**1.2.5.** Purchases at guaranteed net cost per GRP can be made for all sectors, excluding those containing the Perfumery category (code 1003) and those subject to special marketing schemes (cinema, publishing, SIG French government information service campaign, cooperative campaign advertising, eco-friendly product campaigns for new M6 Group advertisers, campaigns aimed at promoting the ecological transition) and advertising campaigns prohibited (or not recommended) for persons under the age of 18 on M6 and Puissance TNT. Campaigns prohibited (or not recommended) for the under-12 and under-16 age groups are also not available at guaranteed net cost per GRP on Puissance TNT.

**1.2.6.** Purchases at guaranteed net cost per GRP are subject to the following conditions:

- maximum 65% of GRPs to be delivered in a single Day Part.  
M6 Publicité reserves the right to amend this percentage during the year for specific periods.
- minimum screening period of two weeks
- maximum screening period of six weeks
- format less than or equal to 40-second
- minimum net budget per wave excluding VAT invoiced for a 30-second break:
  - ◆ On M6: €80,000
  - ◆ On Puissance TNT: €20,000



La France a un incroyable talent, season 17 (M6) © B. Decoin/M6

# Traditional space

PURCHASING ADVERTISING SPACE

## GUARANTEED TARGET AUDIENCE ON M6 AND PUISSANCE TNT

Purchases at guaranteed net cost per GRP can be made for the following targets:



\* Guaranteed target on Select and Select+ To benefit from a 15-49 years guarantee on M6 or Puiissance TNT, a minimum of 20% of the TV budget of the wave must be invested on 6play and/or Snapchat.

\*\* Guaranteed targets on Select and Select+ To benefit from a 25-34 years or Women aged 25-34 guarantee on M6 or Puiissance TNT, a minimum of 50% of the TV budget of the wave must be invested on 6play and/or Snapchat.

\*\*\* On request

# Traditional space

PURCHASING ADVERTISING SPACE

1.2.7. Purchases at guaranteed net cost per GRP are made on the basis of the following indices:

## SEASONAL INDICES ON M6 AND PUISSANCE TNT

| PERIOD | 01/01 - 05/03 | 06/03 - 16/04 | 17/04 - 07/05 | 08/05 - 09/07 | 10/07 - 30/07 | 31/07 - 20/08 | 21/08 - 22/10 | 23/10 - 31/12 |
|--------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| INDEX  | 92            | 115           | 105           | 125           | 85            | 70            | 135           | 135           |

## TIME SLOT INDICES APPLICABLE TO ALL GUARANTEED TARGET AUDIENCES

| TIME   | INDEX |
|--------|-------|
| Day    | 90    |
| Access | 105   |
| Prime  | 145   |
| Night  | 80    |

M6 Publicité reserves the right to amend the seasonal and/or time slot indices for M6 and/or Puissance TNT during the year.

In this case, the period and channel(s) concerned and the new index will be disseminated no later than 10 calendar days before the amendment comes into force, via **m6pub.fr**, **My6** or e-mail.

# Traditional space

PURCHASING ADVERTISING SPACE



### 1.2.8. CATEGORIES OF GUARANTEED NET COST PER GRP PURCHASES ON M6 AND PUISSANCE TNT

Depending on their media planning priorities, advertisers and agents can choose between three categories of guaranteed net cost per GRP for each wave. Advertisers may not combine more than one category of guaranteed net cost per GRP in a single wave.

Each category corresponds to an index level applied to the agreed non-indexed guaranteed net cost per GRP for a 30-second break. The briefs will be processed by M6 Publicité in the following order of precedence:

- Select+
- Select
- Standard

The creation of a detailed advertisement broadcasting schedule per commercial break for an order booked under guaranteed net cost per GRP is only possible for the Select or Select+ categories.

Podium scheduling runs from 12 to 6 days in advance (Tuesday) for the Select and Select+ ranges and from 11 to 5 days in advance (Wednesday) for the Standard range.

| MEDIA PLANNING CRITERIA ACTIVATABLE DEPENDING ON GUARANTEED NET COST PER GRP CATEGORY |   | STANDARD INDEX 100 | SELECT INDEX 105 | SELECT+ INDEX 108 |
|---|---|--------------------|------------------|-------------------|
| Maximum number of sector codes  |   | 2                  | 2                | 3 and over        |
| Maximum number of formats   |   | 2                  | 3                | 4 and over        |
| Maximum format in seconds   |   | 29                 | 40               | 40                |
| OFFER   | Exclusion of breaks labelled 2430 to 2699                                       |                    |                  | ✓                 |
|   | Exclusion of 1 to 3 specified dates   |                    | ✓                | ✓                 |
|   | Broadcasting every other week (full 7-day week)                                 |                    |                  | ✓                 |
| ADVERTISEMENT SCHEDULING  | Scheduling of 2 advertisements from the same wave in the same commercial break* |                    | ✓                | ✓                 |
| START OF WAVE   | One advertisement in prime time on the 1 <sup>st</sup> day                      |                    |                  | ✓                 |
|   | At least one advertisement in prime time in the first 3 days                    |                    | ✓                |                   |
| OTHER MEDIA PLANNING CRITERION  | Exclusion of one format during a wave sub-period                                |                    | ✓                | ✓                 |

\* The combined duration of the two formats may not exceed 40 seconds.

# Traditional space

## PURCHASING ADVERTISING SPACE

**1.2.9.** The same wave may be reserved using both purchase methods (spot by spot and guaranteed net cost per GRP). In this case, M6 Publicité shall be liable only for scheduling and performance in respect of the part purchased at guaranteed net cost per GRP.

Spot by spot purchasing shall be made according to the conditions and procedures set forth in these STCS. Moreover, the combination of spot by spot purchasing with purchasing at guaranteed net cost per GRP must be approved by M6 Publicité.



*Les Traîtres, seront-ils démasqués ? (M6) © E. Jeanneret/M6*

# Traditional space

## PURCHASING ADVERTISING SPACE

### 1.3. PURCHASING SEGMENTED ADVERTISING SPACE M6 ADRESSABLE

Segmented advertising is an innovative solution to any and all of your marketing challenges.



#### LOCAL COMMUNICATION

Adapt your media plan to your distribution network or boost certain geographical areas.



#### OPTIMISED COVERAGE

Extend your reach to small-scale TV consumers or households that are not exposed to your linear campaign.



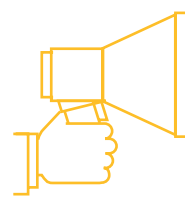
#### DCO (ON REQUEST)

Adapt your advertising creations to your target audience and its location.



#### FIRST-TIME TV BUYER

Take your first steps in TV with an optimised entry ticket.



#### CUSTOM AUDIENCE

Communicate directly with your customers and prospects (advertiser or third-party data activation).



#### MOMENT MARKETING

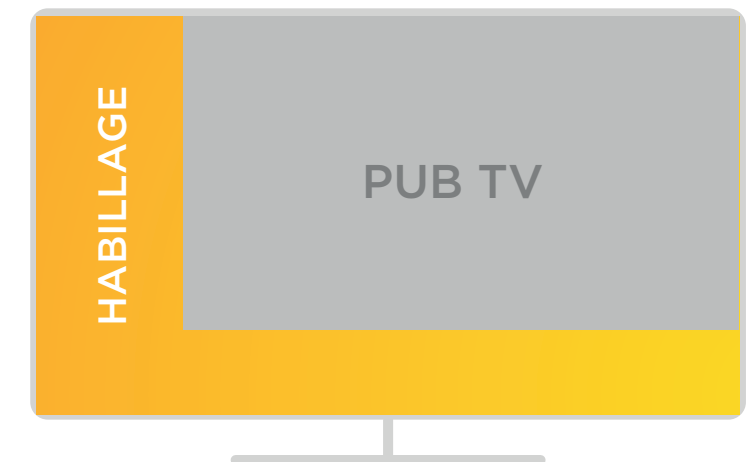
Trigger a campaign when the target temperature is reached in a geographical area.

With M6 Adressable, M6 Publicité offers access to segmented advertising via two broadcast channels:

- Operator boxes: targeted broadcast of an advertisement within a commercial break in place of another advertisement



- On HbbTV: targeted broadcast of L Banner screen branding



# Traditional space

## PURCHASING ADVERTISING SPACE

### M6 ADRESSABLE ON OPERATOR BOXES

Segmented advertising campaigns are now available except for MVP “Minimum Viable Product”, meaning that:

- all time slots will be available;
- several advertisements can be substituted within a single commercial break.

Some differences may continue to apply, depending on the operator.

Segmented TV advertising is available for spot by spot and programmatic purchasing.

In order to ensure a large enough inventory for making substitutions, only 15-, 20- and 30-second ad formats are eligible.

### SEGMENTS

The segmented offering proposed by M6 Publicité mainly comprises the following segments:

- **Geolocation:** target your advertising region or boost a specific area.
  - ♦ Region
  - ♦ Province
  - ♦ Major conurbation
  - ♦ Postcode
  - ♦ Catchment area

### ■ **Profiles:** reach the right households.

- ♦ Household structure (single person, large family, family with children, age range of children)
- ♦ Socio-professional class (working class, middle class, upper class, high income, very high income)
- ♦ Type of housing (homeowner, house, flat, rural area, low emission zone)
- ♦ Socio-demographic profile\* (age and gender)
- ♦ Géolife

### ■ **TV consumption:** communicate to a relevant audience.

- ♦ M6 programme fans: *Top Chef*, *Le Meilleur Pâtissier*, *Les Reines du shopping*, etc.
- ♦ Areas of interest - All channels: over 20 segments (cooking, DIY, football, fashion, pets, travel, property, health & well-being, etc.)
- ♦ VOD and SVOD consumers

### ■ **Advertiser and 3<sup>rd</sup> party data:** communicate to your customers.

- ♦ Activation of advertiser or third party data

### ■ **Moment marketing:** activate your communication according to specific criteria.

- ♦ Weather
- ♦ Pollution peak
- ♦ Epidemic threshold

### ■ **Boost coverage:**

- ♦ Minor/medium/major TV viewer
- ♦ Spread your campaign to households not exposed to your linear campaign

### ■ **5 new “Engagement” targets**

- ♦ Ecological transition
- ♦ More responsible consumption
- ♦ Gender equality
- ♦ Diversity and solidarity
- ♦ Medical research and fostering public awareness

This offering may change over the course of 2023. Standardisation is planned so that all segments are accessible with all operators. Certain proprietary segments may nonetheless remain specific to each operator (e.g. Géolife).

All segments proposed by M6 Publicité are available on request.

# Traditional space

## PURCHASING ADVERTISING SPACE

### SCHEDULING CONDITIONS

For segmented advertising campaigns, M6 Publicité markets the channel offer on live TV and replay commercial breaks. The broadcasting scope of the campaigns is specified at the time of the booking request.

The advertisements are scheduled at M6 Publicité's discretion based on the ad server mechanism from among the slots available at the time of the booking request. In accordance with Article 2 "Conformity of advertisements" in the "Materials" section, M6 Publicité reserves the right to reject or cancel any advertising order if it deems the order to be contrary to the interests of the M6 Group or one of its companies.

All advertisements purchased on linear TV with a guaranteed sales mode are liable to be replaced by a segmented advertisement purchase for a given household segment. Spot by spot purchases cannot be substituted.

The first and last advertisement in each commercial break will not be replaced.

M6 Publicité shall make every effort to comply as far as possible with the principle of sectoral exclusivity as defined in these STCS for the commercial breaks for which advertisements are booked via these segmented advertising purchasing offers.

### PURCHASING CONDITIONS

Segmented TV campaigns are booked through the

reservation of a number of impressions in a specific segment chosen from among those proposed in this document.

Prices are expressed in CPM based on 20 seconds.

The minimum investment budget is €5,000 net per campaign.

The format indices are identical to those included in these STCS (see Price Terms and Conditions section).

### AUDIENCE RATINGS

In the context of segmented advertising, the performance of campaigns that include some substituted advertisements is recalculated.

In order to do this, the advertising agencies send Médiamétrie the details of the impressions broadcast in segmented advertising.

On this basis, and depending on the profile of the commercial breaks in which the substitutions took place, adjusted GRPs are estimated for the advertisers concerned.

These GRPs are then made available to the market, notably via server centres such as Popcorn.

As of 2021, adjusted GRPs are delivered for a full week on the following Thursday.

The delivery conditions for the adjusted GRPs may change during 2023.



Lego Masters (M6) © W. Simitch/M6

# Traditional space

PURCHASING ADVERTISING SPACE

## M6 ADRESSABLE ON HBBTV

M6 Publicité offers two types of integration via HbbTV.



## SEGMENTS

The segmented offering proposed by M6 Publicité is as follows:

- Geolocation: region, province, postcode,
- Profiles: Household with children
- TV consumption: minor/medium/major viewers, M6 Group theme programme (e.g. series, entertainment, news, magazines).

## PURCHASING CONDITIONS

Impressions will be purchased on a CPM basis.

## AD ENHANCEMENT

**Display:** 10 seconds

**Advertisement duration:** 20 seconds

**Benefits:** Custom message at household level

## IN PARALLEL WITH THE PROGRAMME

**Display:** 10 seconds

**Potential broadcast periods:** Afternoon, access and prime time

**Benefits:** Exposure in a contextualised environment

### REMINDER OF REGULATORY FRAMEWORK FOR SEGMENTED ADVERTISING

Segmented advertising was authorised in France by Decree No. 2020-983 of 5 August 2020.

It allows advertisers to communicate on linear TV to population segments made up of households that have given their consent (“opt-in”).

The marketing of segmented advertising is regulated by the aforementioned decree. The main legal provisions are as follows:

The following advertisements are not available in segmented advertising:

- advertisements scheduled during children’s programmes as well as those immediately preceding or following such programmes;
- advertisements that include the mention by the advertiser of an address or specific local identifier (with the exceptions referred to in the aforementioned decree).

Where they are not broadcast simultaneously throughout the service area, advertisements shall be identified as such in an appropriate manner.

The time allocated to the broadcast of segmented advertising shall not exceed an average of 2 minutes per hour per day for DTT channels, an average of 4 minutes per hour per day for cable and satellite channels over the entire scheduling period during which such broadcasting is permitted, or 6 minutes in any given clock hour.

### RULES REGARDING PERSONAL DATA PROCESSING

#### GENERAL OBLIGATIONS

For the purposes of this article:

- the advertiser undertakes (i) in its own name and (ii) in the name of its service providers and/or agents (advertising agencies, media agencies, advertisement producers, etc.), hereinafter “the agents”, to comply with the obligations and warranties provided for. These parties shall be jointly and severally liable and hereinafter jointly referred to as “the advertiser”.
- M6 Publicité and the advertiser are hereinafter referred to separately as “a/the Party” and jointly as “the Parties”.

The advertiser undertakes to comply with all applicable statutory, regulatory, inter-trade and/or ethical provisions relating to the protection of user data, the processing of electronic communications data and the use of tracking technologies such as cookies, and direct prospecting, including in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free circulation of such data, which came into force on 25 May 2018 (the “GDPR”), French Data Protection Act No. 78-17 of January 6, 1978, as amended by French Act No. 2018-493 of 20 June 2018 on the protection of personal data, as well as the deliberations and recommendations of the French Data Protection Authority (CNIL), in particular Deliberation 2020-091 of 17 September 2020 adopting the guidelines on the application of Article 82 of the French Data Protection Act of 6 January 1978, as amended, to reading and writing operations on user

terminals (in particular to “cookies and other trackers”), along with any statutory, regulatory and inter-trade provisions applicable to the processing of personal

data; together referred to herein as “applicable data regulations”.

Furthermore, in the event of a change in applicable data regulations during the year, the advertiser undertakes to comply with them.

#### DESCRIPTION OF THE SEGMENTED TV THIRD-PARTY DATA OFFER

In the event that an advertiser wishes to subscribe to an M6 Publicité offer involving targeted advertising based on segments combining data provided by the advertiser and data at M6 Publicité’s disposal for broadcasting in segmented TV mode (“segmented TV third-party data offer”), via M6 Adressable on operator boxes, the conditions of data processing are defined in this article.

The segmented TV third-party data offer works as follows:

- Using a secure channel, an advertiser sends a database to a trusted third-party partner of M6 Publicité and/or the operator box partner (“trusted third party”).
- Using a secure channel, an advertiser sends M6 Publicité a customer database via a file containing hashed/encrypted e-mail addresses; this database can be a list of customer e-mail addresses to target or avoid (“advertiser database”).
- Meanwhile, using a secure channel, M6 Publicité’s operator box partner sends its own box customer database via a file containing hashed/encrypted e-mail addresses (“operator database”) to the same trusted third party.
- The trusted third party identifies in its database (“trusted third party database”) any identical e-mail addresses between the advertiser database and the operator database and creates a segment with the shared contacts.
- This segment is transferred to M6 Publicité’s ad server.

- The advertiser's campaign is broadcast specifically on said segment via M6 Publicité's ad server in segmented TV mode.
- The segment can then be deleted from the M6 Publicité ad server database after the campaign.

### PARTIES' OBLIGATIONS

#### > Advertiser's obligations:

Pursuant to the requirements of applicable data regulations, the advertiser undertakes to:

- inform data subjects of the processing carried out by the advertiser and M6 Publicité as set out in this article;
- obtain the valid consent of the data subjects for the purposes of segmentation and targeted advertising by the advertiser, via a Consent Management Platform that complies with the requirements of applicable data regulations;
- ensure that each e-mail address is encrypted by the advertiser before being made available to M6 Publicité ("MD5" or "SHA256" universal encryption method);
- make available to M6 Publicité, and provide immediately upon written request, any necessary documents or proof to show compliance with the present clause as well as applicable data regulations;
- pass on any signals of non-consent to M6 Publicité in real time (it is recalled that, in accordance with applicable data regulations, the user must be able at any time, simply and free of charge, to refuse cookies on his/her terminal and/or the processing of his/her personal data ("opt-out"), which the advertiser expressly acknowledges and accepts);
- strictly comply with the obligations imposed under this article and applicable data regulations.

#### > M6 Publicité's obligations:

M6 Publicité undertakes:

- to use data subjects' data only for the advertiser in question, for the purposes of segmentation and targeted advertising on eligible TV channels;
- not to use such data to expand its own databases;
- not to monetise such data with third parties;
- ensure that the relevant data is deleted at the end of the campaign or stored for a subsequent campaign wave only on request and with the approval of the relevant advertiser.

#### > Shared clauses:

Each party shall be solely liable for carrying out the necessary modifications and deletions within its own databases, information systems and files of any nature to give effect to the rights of data subjects pursuant to applicable data regulations, when the conditions for exercising these rights are fulfilled.

Each party can be the touchpoint for receiving and processing requests from data subjects to exercise their rights. Each party undertakes in this regard to publish an e-mail address to contact for data subjects to exercise their rights, in order to monitor and process requests received at this e-mail address or via any other channel, and to inform the other party at the earliest opportunity of the action required to follow up on these requests, where applicable.

The other party may, but is not obliged to, participate in assessing and processing requests received by the party first contacted and, in return, said party may ask for the other party's help or opinion as part of this assessment and processing, when relevant.

The parties undertake to ensure at any time the security and confidentiality of data processing for data subjects, insofar as their respective infrastructure, information systems, employees, documentation, databases and data processors are involved in the relevant processing operations.

The advertiser shall hold M6 Publicité harmless from any damage resulting from a breach by the advertiser of its own obligations as set out in or stemming from this clause and/or applicable data regulations. In this regard, the advertiser undertakes in particular to hold M6 Publicité harmless from any legal action, dispute, claim or complaint from any third party, as well as any sanction or sentence imposed by any authority or jurisdiction originating from, caused by, or founded on a breach of its own obligations as set out in this clause and/or applicable data regulations.

# Traditional space

## PURCHASING ADVERTISING SPACE

### 1.4. PASS PURCHASING ON THEME CHANNELS

**1.4.1.** The purchase of a theme Pass gives the advertiser access to a multiple theme channel offer while benefiting from a guaranteed net cost per GRP.

**1.4.2.** Pass purchasing is mainly offered on “adult” theme channels (Paris Première, Téva, Série Club, MCM, RFM TV, M6 Music). The following channels are designated as “youth and music channels”: MCM, RFM TV, M6 Music.

For Pass purchases, M6 Publicité decides on the scheduling of the advertisements at its sole discretion on the basis of a brief sent by the advertiser or its agent.

M6 Publicité reserves the right to exclude specific commercial breaks, days and periods from this method of purchase. M6 Publicité will inform purchasers in advance of commercial breaks that may not be eligible for the guarantee.

**1.4.3.** For Pass purchases on “adult” channels, a non-indexed guaranteed net cost per GRP for a 30-second break is agreed jointly between the advertiser or its agent and M6 Publicité:

- as part of the special terms and conditions of sale,
  - prior to the first scheduling request.
- Guaranteed net cost per GRP is understood as excluding seasonal and time slot effects.

M6 Publicité guarantees the non-indexed guaranteed net cost per GRP over the full year.

The indexed net cost per GRP takes the advertiser’s media planning choices into account, as indicated in the advertiser’s schedule brief, in accordance with schedule availability.

These choices, which impact the agreed non-indexed guaranteed net cost per GRP for a 30-second break, entail the application of indices related to:

- format, as explained in **Article 2** of the price terms and conditions,
- seasonality and time slots, as explained in **paragraph 1.4.6**,

**1.4.4.** Requests to make Pass purchases may be submitted in accordance with the booking period timetable and, in any event, must be received by M6 Publicité no later than four weeks prior to broadcast.

All requests must be submitted in the form of a schedule brief that sets out the specific features of the wave concerned by this purchasing method (i.e. net budget at order completion, product variety code, target audience, screening period, format, breakdown per time slot, etc.).

A module for creating briefs is available on **My6**.

The scheduling of Pass purchase advertisements are liable to be altered by M6 Publicité for the purpose of optimisation, right up until broadcasting time.

Any change to a schedule brief made on the initiative of the advertiser or its agent less than four weeks prior to broadcast shall be regarded as a new brief and, as such, will be subject to the STCS (e.g. campaign alterations, pricing, etc.).

**1.4.5.** Pass purchases on “adult” channels are available for the same target audiences as purchases at guaranteed net cost per GRP on M6 and Puissance TNT (excluding mid/large purchaser targets). Details may be found in **paragraph 1.2.6**.



Pékin Express : duos de choc (M6) © P. Robert/M6

# Traditional space

PURCHASING ADVERTISING SPACE

1.4.6. Pass purchases are made on the basis of the following indices:

## PASS SEASONAL INDICES

| PERIOD | 01/01 - 05/03 | 06/03 - 16/04 | 17/04 - 07/05 | 08/05 - 09/07 | 10/07 - 30/07 | 31/07 - 20/08 | 21/08 - 22/10 | 23/10 - 31/12 |
|--------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| INDEX  | 92            | 115           | 105           | 125           | 85            | 70            | 135           | 135           |

## PASS TIME SLOT INDICES

| TIME   | INDEX |
|--------|-------|
| Day    | 90    |
| Access | 105   |
| Prime  | 145   |
| Night  | 80    |

M6 Publicité reserves the right to amend the seasonal and/or time slot indices for Pass purchases during the year.

In this case, the period and channel(s) concerned and the new index will be disseminated no later than 10 calendar days before the amendment comes into force, via **m6pub.fr**, **My6** or e-mail.

# Traditional space

## PURCHASING ADVERTISING SPACE

**1.4.7.** Depending on the purchasing target, a basket of channels will be made available by default (see table opposite) for Pass purchases.

Changes may be made to the basket of channels and the maximum percentage of GRPs on “youth and music channels” during the year, for example due to the broadcasting of waves for theme channel viewers (V44 in March 2023 and V45 in July 2023).

**1.4.8.** Depending on its media planning objectives, an advertiser can choose between two categories of theme Pass:

- Easy Pass, which lists the channels associated by default with the purchasing target
- Ultimate Pass, where one or more channels may be excluded and the advertiser benefits from premium media planning criteria (time slot boost, PP, etc.) at the Easy Pass non-indexed guaranteed net cost per GRP for a 30-second break plus a **€100** surcharge.

Individual channel purchases outside the Pass offer are charged at the Easy Pass non-indexed guaranteed net cost per GRP for a 30-second break plus a **€100** surcharge, with application of the same format, seasonal and time slot indices as for Pass purchases.

|   | PARIS PREMIÈRE | TÉVA | SÉRIE CLUB | MCM | RFM TV | M6 MUSIC | MAX. % (GRP) ON YOUTH AND MUSIC CHANNELS |
|---|----------------|------|------------|-----|--------|----------|--|
| All 25-49   | ✓              | ✓    | ✓          | ✓   | ✓      | ✓        | 25%                                      |
| Housewives +child<15  | ✓              | ✓    |            |     |        | ✓        | 15%                                      |
| Women 25-49<br><50 housewives   | ✓              | ✓    | ✓          | ✓   |        | ✓        | 25%                                      |
| All 25-59<br>All 35-49<br>All 35-59<br>H/hold pur. <60<br>Women 25-59<br>Women 35-49<br>Women 35-59<br>Housewives 25-59<br>Housewives +child<25 | ✓              | ✓    | ✓          |     | ✓      |          | 15%                                      |
| Men 25-49<br>Men 25-59<br>All 25-49 mid. class  | ✓              |      | ✓          | ✓   | ✓      |          | 25%                                      |
| All 15-49<br>All 25-34<br>Women 25-34   |                |      |            | ✓   |        | ✓        | 100%                                     |

# Traditional space

## PURCHASING ADVERTISING SPACE

**1.4.9.** Pass purchasing is available on children's theme channels (Canal J and Tiji) for the following target audiences:

- Children aged 4-10
- Children aged 4-14
- Girls aged 4-14
- Boys aged 4-14

For Pass purchases on children's theme channels, advertisement scheduling is carried out by M6 Publicité, which decides on such scheduling and the allocation of advertisements to each channel at its sole discretion on the basis of a brief sent by the advertiser or its agent.

For Pass purchases on children's theme channels, a guaranteed net cost per GRP for a 30-second break is agreed jointly between the advertiser or its agent and M6 Publicité:

- as part of the special terms and conditions of sale,
- prior to the first scheduling request.

Seasonal and time slot indices do not apply to Pass purchases made on children's theme channels.

Depending on its media planning objectives, an advertiser can choose between two categories of children's theme Pass:

- Easy Pass
- Ultimate Pass, where the advertiser benefits from premium media planning criteria (time slot boost, PP, etc.) at the Easy Pass guaranteed net cost per GRP for a 30-second break plus a **€50€** surcharge.

Individual children's theme channel purchases outside the Pass offer are charged at the Easy Pass guaranteed net cost per GRP for a 30-second break plus a **€50** surcharge.

### 1.5. NET PURCHASING ON THE MY6 PLATFORM

M6 Publicité provides an online ad booking system for net purchasing on the **My6** platform. The aim is to enable advertisers to optimise ongoing TV advertising campaigns up to the last minute, quickly and independently, by automating and streamlining the process of purchasing TV advertising space.

#### USING THE PLATFORM

Logging on to the **My6** platform is done via your personal username and password.

Acceptance of the **terms of service** for net bookings on **My6** will be required prior to the first booking (in addition to acceptance of the M6 Publicité 2023 TV STCS for all purchases).

### FEATURES OF NET PURCHASING ON MY6

Commercial breaks offered on the **My6** platform, which are selected at M6 Publicité's discretion, are sold net on order completion and may cover all TV media offered by M6 Publicité (M6, Puissance TNT, Puissance Kids and the theme channels). Net prices for commercial breaks offered on **My6** are liable to change in real time on the platform. No additional commercial discount may be granted for advertisements purchased net on the **My6** platform. These advertisements may in no event be subject to a performance guarantee, irrespective of the TV medium used (M6, Puissance TNT, Puissance Kids or theme channels). The net amount purchased on **My6** will in no event be included in the base for calculating the various commercial discounts available on the different TV media marketed by M6 Publicité (M6, Puissance TNT, Puissance Kids and the theme channels).

M6 reserves the right to change or add new features to the net purchasing system on **My6** during the year.

Any net booking on the **My6** platform is considered a firm and final purchase (see Article II.3 of the **My6 terms of service**), excluding force majeure events (see [Article 3.5](#) of these STCS).

M6 Publicité reserves the right to cancel bookings in the event of non-compliance with the terms of these

# Traditional space

## PURCHASING ADVERTISING SPACE

STCS and the terms and conditions for the purchase and broadcasting of advertisements (in the event of non-compliance with scheduling or broadcasting criteria, etc.).

### CONDITIONS OF ACCESS TO THE NET PURCHASING PLATFORM

To be eligible for net purchasing of TV advertising space on **My6**, the campaign must fulfil the following conditions:

- Be screened (at least one advertisement scheduled on one of the TV media marketed by M6 Publicité, either M6, Puissance TNT, Puissance Kids or the theme channels), irrespective of the purchasing mode, during the 15 days preceding or following the booking date for an advertisement purchased net on **My6**.
- Have booked an advertisement via net purchasing on **My6** in an identical format to those used for the relevant screened campaign.
- Adhere to the delivery terms of the advertisements and broadcast conditions as specified in the “Materials” section.

All purchasing and booking procedures available on **My6** are explained in the **My6 terms of service**.





# 02 TRADITIONAL ADVERTISING SPACE

Price terms and conditions

## 1. PRICE SCHEDULES

The price schedules for commercial breaks on the various channels may be consulted on **My6**.

They are published on the dates shown in the calendar under **Article 1** of the “Purchasing advertising space” section of these STCS.

They are adjusted each week depending on the programming schedule, 3 weeks before programme broadcast.

## 2. FORMAT INDICES

The prices published in the schedules for commercial breaks are based on 30-second slots. To find the format price, the basic price is multiplied by the index corresponding to the length of the advertisement.

**EXAMPLE:** For a commercial break at a gross price of €24,000 (30-second slot), the 20-second advertisement price will be:  
 $24,000 \times 0.92 = €22,080$ .

The following price indices apply to all of the channels whose advertising sales are managed by M6 Publicité. M6 Publicité reserves the right to amend the format indices during the year.

| LENGTH<br>(seconds) | FORMAT<br>INDEX | LENGTH<br>(seconds) | FORMAT<br>INDEX | LENGTH<br>(seconds) | FORMAT<br>INDEX |
|---------------------|-----------------|---------------------|-----------------|---------------------|-----------------|
| 3                   | 35              | 17                  | 86              | 31                  | 118             |
| 4                   | 39              | 18                  | 88              | 32                  | 122             |
| 5                   | 43              | 19                  | 89              | 33                  | 128             |
| 6                   | 48              | 20                  | 92              | 34                  | 136             |
| 7                   | 53              | 21                  | 93              | 35                  | 141             |
| 8                   | 56              | 22                  | 93              | 36                  | 146             |
| 9                   | 58              | 23                  | 94              | 37                  | 151             |
| 10                  | 61              | 24                  | 95              | 38                  | 156             |
| 11                  | 64              | 25                  | 96              | 39                  | 162             |
| 12                  | 68              | 26                  | 97              | 40                  | 168             |
| 13                  | 73              | 27                  | 97              | 45                  | 191             |
| 14                  | 76              | 28                  | 98              | 50                  | 216             |
| 15                  | 80              | 29                  | 99              | 55                  | 243             |
| 16                  | 81              | 30                  | 100             | 60                  | 275             |

### 3. PODIUMS (PREFERRED POSITIONING)

#### SPOT BY SPOT AND GUARANTEED NET COST PER GRP PURCHASES

Placing an advertisement at the beginning or the end of a commercial break gives the advertiser greater visibility.

Podiums may be reserved subject to the terms and conditions set out below, once the advertising space has been definitively booked (not when booking is applied for).

This visibility is subject to surcharges according to the following scales:

|  | <b>GOLD</b><br>First and last<br>positions in the<br>commercial break | <b>SILVER</b><br>Second and<br>penultimate<br>positions in the<br>commercial break | <b>BRONZE</b><br>Third and an-<br>tepenultimate<br>positions in the<br>commercial break |
|--|---|--|---|
| Standard commercial breaks                           | 12%   | 8%   | 4%  |
| Premium commercial breaks<br>(labelled 2, 3, 7 & 9)* | 15%   | 10%  | 5%  |

\* only on M6

Some commercial breaks offer advertisers an exceptional degree of visibility, particularly in the context of an event-driven schedule. In such cases, the aforementioned surcharges may be adjusted.

### 4. CUSTOMISED CONSTRUCTION OF A COMMERCIAL BREAK

#### ONLY FOR SPOT BY SPOT PURCHASES, NOT AVAILABLE AT GUARANTEED NET COST PER GRP

In the event that an advertiser reserves several advertisements during the same commercial break, the advertiser may ask for a customised construction of this break to optimise viewers' ability to remember the advertisement.

The request must be sent by e-mail:

- to the Scheduling Department: **planningtvm6@m6.fr**
- and to the Advertising Broadcasting Department: **diffusion-publicitaire@m6.fr**

If the advertiser requests customised construction, a 15% surcharge will be applied to each of its advertisements lasting less than or the same time as the longest advertisement.

If no advertiser has purchased a specific positioning during a commercial break, M6 Publicité can build the break as it sees fit.

**EXAMPLE:** 2 advertisements lasting 8 sec. and 15 sec. respectively are booked by the advertiser during the same commercial break. The advertiser asks the scheduling supervisor in writing to schedule the 15 sec. and then the 8 sec. advertisement into the break in question. The 2 advertisements should not appear one after the other. This construction shall subsequently be confirmed in the Advertising Broadcasting Department. A 15% surcharge will apply to the 8 sec. advertisement.

### 5. ENHANCING PODIUM PRESENCE

#### ONLY FOR SPOT BY SPOT PURCHASES, NOT AVAILABLE AT GUARANTEED NET COST PER GRP

M6 Publicité enables advertisers to make their presence felt at the beginning of the commercial break (1<sup>st</sup> position) through various creative solutions aimed at maximising the visibility of the advertisement.

In addition to the advertisement itself, these packages (with a minimum of 10 broadcasts) may include a customised jingle and a 3-5" transition between the jingle and the advertisement.

- 20% surcharge on the space booked,
- Production costs from €5,000 net.

### 6. MULTI-PRODUCT ADVERTISEMENT

#### SPOT BY SPOT AND GUARANTEED NET COST PER GRP PURCHASES

**6.1.** It is possible to promote several products/brands in a single advertisement. If this appearance makes it necessary to reserve one or more additional product sector codes, the advertiser must notify M6 Publicité's Scheduling Department at the time the space is booked and must reserve all of the product sector codes relevant to the advertisement.

# Traditional space

## PRICE TERMS AND CONDITIONS

A surcharge is then applied using the rate scale below:

| BREAK   | 2 <sup>ND</sup> CODE<br>RE-<br>SERVED | 3 <sup>RD</sup> CODE<br>RESERVED | 4 <sup>TH</sup> CODE<br>RESERVED<br>AND EACH AD-<br>DITIONAL CODE |
|---|---------------------------------------|----------------------------------|---|
| Several products/<br>brands of the same<br>advertiser       | 15%                                   | 10%                              | 5%  |
| Several products/<br>brands of different<br>advertisers (i) | 20%                                   | 15%                              | 10%   |

(i) In this event:

- the image of the additional product(s)/brand(s) must not occupy the entire screen;
- the presence of the additional product(s)/brand(s) must in no event last more than five seconds.

**6.2.** An additional 10% surcharge is applied if M6 Publicité is informed of the introduction of or reference to another product/brand after the bookings have been made with the Scheduling Department or if the code initially reserved is incorrect. This additional surcharge is applied cumulatively.

**EXAMPLE:** For 2 codes reserved for several products/brands of different advertisers, if M6 Publicité was not notified when the space was booked, the surcharge applied is 20% + 10% = 30%.

If one or more codes are cancelled prior to broadcast for an advertisement which comprised at least three different product sector codes when the booking was made with the Scheduling Department, the surcharges shall remain payable in full.

## 7. CO-BRANDING

### GUARANTEED NET COST PER GRP AND SPOT BY SPOT PURCHASES

Co-branding refers to an advertisement shared equally between two brands or when the second brand is on screen for more than 5 seconds. Co-branding is charged at 35% over the standard price.

An additional 10% surcharge is applied if M6 Publicité is notified of a co-branding operation after bookings have been made with the Scheduling Department. This additional surcharge is applied cumulatively.

## 8. SECTOR EXCLUSIVITY

M6 Publicité promises all advertisers that it will not schedule the advertisement of another advertiser promoting a product or service designated by the same 8-digit sector code (category, sub-category, sector, variety - see product list published on the **m6pub.fr** and **My6** websites) in the same commercial break. Notwithstanding the foregoing, M6 Publicité reserves the right not to apply, on an ad hoc basis or otherwise, this principle of sectoral exclusivity to any sector of its choice, subject to prior notification to that effect by M6 Publicité on the **My6** website.

M6 Publicité shall make every effort to comply as far as possible with the principle of sectoral exclusivity as defined in these STCS for the commercial breaks for which advertisements are booked via segmented advertising purchasing offers.

## 9. PRIORITY ACCESS

### ONLY FOR SPOT BY SPOT PURCHASES, NOT AVAILABLE AT GUARANTEED NET COST PER GRP

**9.1.** Certain advertisements may receive priority access to M6's schedule before the start of the booking period. Priority access is subject to the following surcharges:

| PRIORITY ACCESS | GOLD PRIORITY ACCESS |
|-----------------|----------------------|
| +5%             | +20%                 |

All requests for priority access PP advertising space are subject to the terms and conditions applicable to Gold priority access.

In the event that the priority access is cancelled, the advertiser shall still be required to pay the surcharge.

**9.2.** This surcharge applies to all booked advertising space. To gain priority access, advertisers must submit an application to M6 Publicité:

- solely on the day before the booking period commences and no later than 6 pm on that day
- by e-mail only to the Scheduling Department at: **planningtvm6@m6.fr**



# 02 TRADITIONAL ADVERTISING SPACE

Commercial discounts

# Traditional space

## COMMERCIAL DISCOUNTS

### 1. SCOPE

The following discounts shall apply to all purchases of traditional advertising space on the channels whose advertising sales are managed by M6 Publicité, except where special marketing schemes are in place and purchases are made at the guaranteed net cost per GRP.

- To receive the discounts, the advertiser must pay M6 Publicité's invoices in full when due.
- The advertiser and its agent must comply with the M6 Publicité STCS.

### 2. IMMEDIATE APPLICATION OF THE DISCOUNTS

The balance of discounts not applied during the year is paid at fiscal year end, i.e. no later than 31 March 2024.

Any advertiser which fails to honour its undertaking must refund the entire bonus it receives to M6 Publicité plus 10% interest (or three times the statutory interest rate, if higher) within 30 days following the invoice date.

If it appears certain that an advertiser cannot honour its undertaking, or if it fails to comply with the STCS, in particular regarding full payment of invoices when due, M6 Publicité shall reserve the right, during the year, to stop awarding discounts during that year.

The BAB amounts (gross amounts invoiced excluding VAT) factored in to compute the discount rate applied to purchases of traditional advertising space using the spot by spot buying system include all of the BAB amounts expended in 2023 (spot by spot buying system and purchases at guaranteed net cost per GRP).

### 3. M6 VOLUME DISCOUNTS

The volume discount applies as of the first euro to the BAB amount of annual advertising space expenditure on M6 (spot by spot purchases and purchases at guaranteed net cost per GRP, excluding sponsorship) and the theme channels whose advertising sales are managed by M6 Publicité.

During the year, amounts are invoiced at the lowest level of expenditure (23%). At year end, an adjustment is made via a credit note, depending on the actual level of expenditure attained.

Discount scale: 2023 BAB amount (€000s excl. VAT) for purchases of

advertising space\*

| FROM   | TO     | RATE       |
|--------|--------|------------|
| 0      | 200    | <b>23%</b> |
| 200    | 400    | <b>26%</b> |
| 400    | 600    | <b>27%</b> |
| 600    | 800    | <b>28%</b> |
| 800    | 1,000  | <b>29%</b> |
| 1,000  | 1,500  | <b>30%</b> |
| 1,500  | 2,000  | <b>31%</b> |
| 2,000  | 3,000  | <b>32%</b> |
| 3,000  | 5,000  | <b>33%</b> |
| 5,000  | 10,000 | <b>34%</b> |
| 10,000 | 20,000 | <b>35%</b> |
| 20,000 | 30,000 | <b>36%</b> |
| 30,000 | 40,000 | <b>38%</b> |
| 40,000 |        | <b>40%</b> |

\* Amounts expended on M6 (for spot by spot purchases and purchases at guaranteed net cost per GRP) and on theme channels whose advertising sales are managed by M6 Publicité/ excluding sponsorship

4. PUISSANCE TNT VOLUME DISCOUNTS

The volume discount is applicable as of the first euro of the BAB amount for purchases of advertising space during the year on Puissance TNT (spot by spot purchases and purchases at guaranteed net cost per GRP, excluding sponsorship). During the year, amounts are invoiced at the lowest level of expenditure (23%). At year end, an adjustment is made via a credit note, depending on the actual level of expenditure attained.

Discount scale: 2023 BAB amount (€000s excl. VAT) for purchases of

advertising space\*

| FROM  | TO     | RATE |
|-------|--------|------|
| 0     | 100    | 23%  |
| 100   | 200    | 26%  |
| 200   | 300    | 27%  |
| 300   | 500    | 28%  |
| 500   | 700    | 29%  |
| 700   | 1,000  | 30%  |
| 1,000 | 1,500  | 31%  |
| 1,500 | 2,000  | 32%  |
| 2,000 | 3,000  | 33%  |
| 3,000 | 5,000  | 34%  |
| 5,000 | 7,000  | 35%  |
| 7,000 | 10,000 | 36%  |

5. PUISSANCE KIDS VOLUME DISCOUNTS

The volume discount is applicable as of the first euro of the annual BAB amount for purchases of advertising space on Puissance Kids commercial breaks (excluding sponsorship). During the year, amounts are invoiced at the lowest level of expenditure (23%). At year end, an adjustment is made via a credit note, depending on the actual level of expenditure attained.

Discount scale: 2023 BAB amount (€000s excl. VAT) for purchases of

advertising space\*

| FROM  | TO    | RATE |
|-------|-------|------|
| 0     | 50    | 23%  |
| 50    | 100   | 26%  |
| 100   | 200   | 27%  |
| 200   | 300   | 28%  |
| 300   | 500   | 29%  |
| 500   | 700   | 30%  |
| 700   | 1,000 | 31%  |
| 1,000 | 1,500 | 32%  |
| 1,500 | 2,000 | 33%  |
| 2,000 | 2,500 | 34%  |
| 2,500 | 3,000 | 35%  |
| 3,000 | 4,000 | 36%  |

|       |       |     |
|-------|-------|-----|
| 4,000 | 5,000 | 38% |
| 5,000 |       | 40% |

\* Amounts expended on Puissance Kids commercial breaks for spot by spot purchases and purchases at guaranteed net cost per GRP, excluding sponsorship



Kid Lucky (M6) © Marina Dargaud

6. THEME CHANNEL VOLUME DISCOUNTS

“Theme channels” means the channels whose advertising sales are managed by M6 Publicité and which are broadcast on pay DTT, cable, satellite and broadband DSL, namely: Paris Première, Téva, Série Club, M6 Music, Canal J, Tiji, MCM and RFM TV. This list of channels may be amended.

The volume discount is applicable as of the first euro of the annual BAB amount for purchases of advertising space on the theme channels whose advertising sales are managed by M6 Publicité (excluding sponsorship).

During the year, amounts are invoiced at the lowest level of expenditure (23%). At year end, an adjustment is made via a credit note, depending on the actual level of expenditure attained.

Discount scale: 2023 BAB amount (€000s excl. VAT) for purchases of

advertising space\*

| FROM  | TO    | RATE |
|-------|-------|------|
| 0     | 500   | 23%  |
| 500   | 1,000 | 30%  |
| 1,000 | 2,500 | 35%  |
| 2,500 |       | 45%  |

\* Amounts expended on theme channels for spot by spot purchases and purchases at guaranteed net cost per GRP, excluding sponsorship





# 02 TRADITIONAL ADVERTISING SPACE

Special marketing  
schemes

### THE M6 GROUP CSR ACTION PLAN

For a number of years now, the M6 Group has been committed to several initiatives promoted through its channels, the M6 foundation and Mission Handicap.

Since 2021, the Engagement Department has driven the M6 Group CSR policy (corporate social responsibility) in coordination with the other departments.

By consulting our institutional, production, distribution and commercial partners, along with the general public and our employees, we have identified the key CSR issues that constitute the basis of our CSR action plan.

Made up of six roadmaps, this action plan not only shows us the way forward, it also draws on the qualities of the M6 Group in order to spread current best practices across the entire Group.



### 1. CAMPAIGNS AIMED AT PROMOTING THE ECOLOGICAL TRANSITION

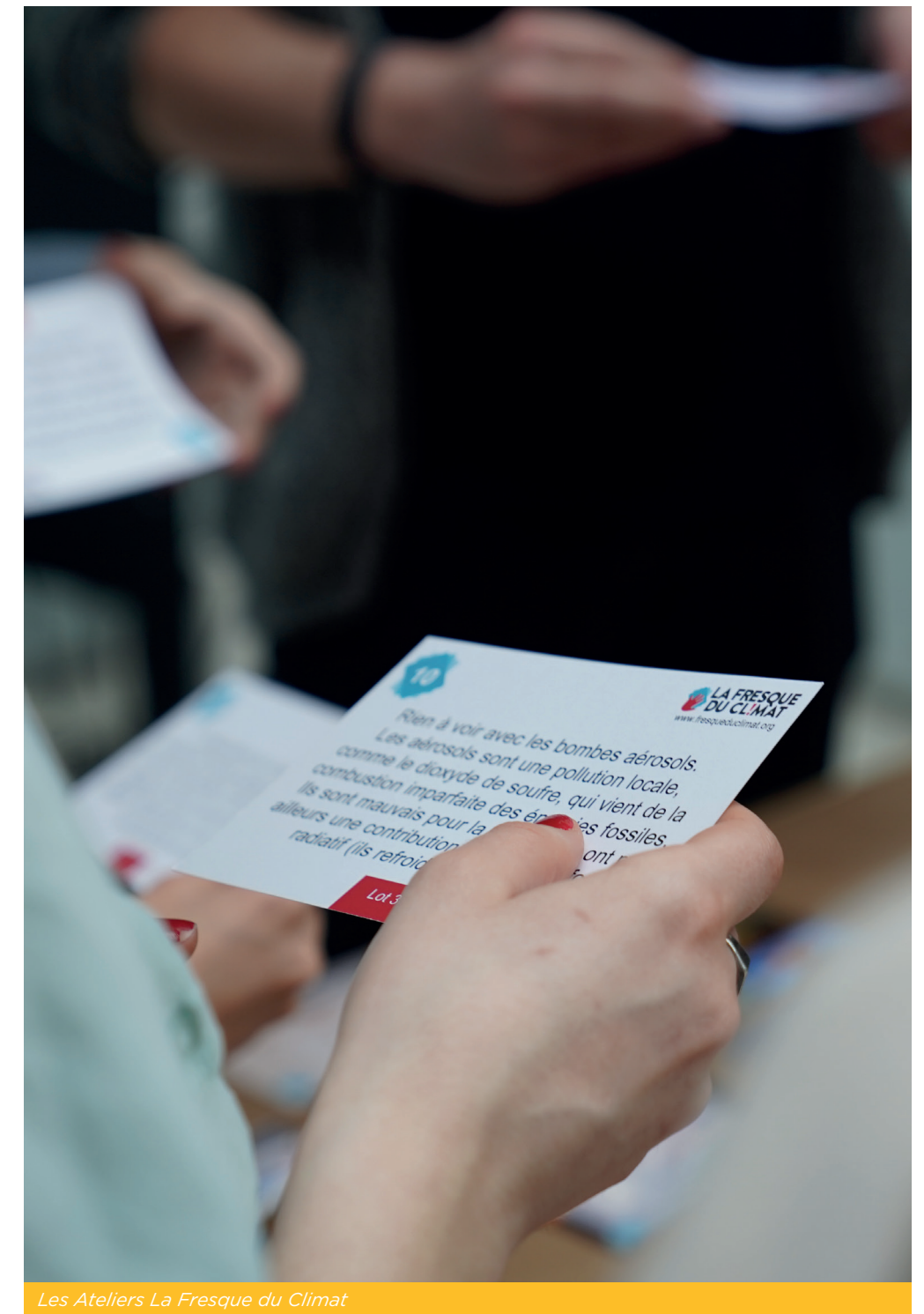
M6 Publicité seeks to comply with climate contracts designed to encourage and support behavioural changes in order to promote lifestyles and consumer habits having less impact on the environment. In keeping with this aim, the sales house plans to “offer special commercial terms and conditions, in accordance with schedule availability, for information campaigns disseminated by government agencies and non-profit organisations (excluding non-profit organisations linked to advertisers or advertiser groups) that seek to promote responsible practices and the use of less polluting products”.

In this regard, M6 Publicité offers the following special marketing schemes:

#### 1.1. DEFINITION

A campaign is considered to be an information campaign when it is disseminated by a government agency and/or organisation and seeks to promote responsible practices and the use of less polluting products.

To obtain the status of information campaign, you must send in your application by e-mail only to: [adv@m6.fr](mailto:adv@m6.fr) together with a file justifying the grounds for the application for the current year. Only M6 Publicité is authorised to classify a campaign as an “information campaign seeking to promote responsible practices and the use of less polluting products” within the meaning of the climate contracts. Campaigns not receiving this status for 2023 are invoiced at the standard rate and are subject to the Standard Terms and Conditions of Sale.



Les Ateliers La Fresque du Climat

# Traditional space

## SPECIAL MARKETING SCHEMES

### 1.2. MARKETING

Campaigns classified as “information campaigns” as defined above receive a 40% discount on the gross price but will receive no other discounts or reductions.

## 2. CAMPAIGN TO PROMOTE ECO-FRIENDLY PRODUCTS

### 2.1. FRAMEWORK

M6 Publicité wishes to promote the efforts of the most committed advertisers by enhancing the visibility of their products with a lower environmental impact, in collaboration with ADEME (the French agency for ecological transition).



M6 Publicité is guided exclusively by the specifications on responsible consumption in advertising drawn up by ADEME (“Publicité, offre consommation responsable”).

As part of the development of new advertising offers aimed at highlighting products (goods and services) with a lower environmental impact, ADEME has developed a classification grid to help advertisers identify products that could benefit from these special offers.

These specifications enable M6 Publicité to determine whether the advertisement is eligible for Green offers.

### 2.2. ELIGIBILITY CRITERIA

Advertisers must incorporate within the advertisement the environmental information selected by ADEME (labels, tags, indices, etc.) about the product or service being promoted in a distinct and visible manner.

All products promoted in the advertisement must meet the specifications and carry one or more environmental information elements selected by ADEME.

### 2.3. MARKETING

Campaigns relating to eco-friendly products carried out by new M6 Group advertisers\* are subject to special marketing schemes on all our TV media.

They receive a 55% discount, which is applied to the gross rate and is valid regardless of when the space is booked.

The volume discount does not apply to amounts expended.

## 3. OTHER CSR OFFERS

### CSR, A MAJOR FOCUS

More responsible consumption has become a real necessity in our society. Nowadays, over half of the French population take steps to limit their environmental impact (55%) (Sociovision “Les Français dans la société de l’après-covid” October 2021). This leads to new consumption habits that M6 Publicité wishes to promote through its CSR offers:

### 3.1. PRIORITISE ENVIRONMENTAL CRITERIA WITH THE 6GREEN OFFER

M6 Publicité wishes to support and promote brands promoting eco-friendly products or services through its “6green” range. The range offers multiple commercial breaks and advertising formats on all our media: TV, Radio, AVOD and Online Audio.

This offer was developed in collaboration with ADEME (the French Agency for Ecological Transition). The eligibility criteria for this offer are based on ADEME’s specifications on responsible consumption in advertising (“Publicité, offre consommation responsable”).



### 3.2. CHALLENGE YOUR CONSUMPTION WITH THE 6SCAN NUTRISCORE OFFER

The 6scan format provides a breakdown of the nutritional quality of food products and gives products a chance to emerge by highlighting their Nutri-Score. Driven by a comprehensive and reliable explanation on the Nutri-Score’s meaning, 6scan Nutriscore aims to raise awareness on more responsible consumption among our audiences. This interactive offer available on TV and IPTV showcases the advertisement at the heart of a contextualised screen branding broadcast with an integrated QR Code, which redirects the user to an official document posted on the Santé Publique France website.



### 3.3. ASSIMILATE NEW PRACTICES WITH THE

# Traditional space

## SPECIAL MARKETING SCHEMES

### “COMPORTEMENTS RESPONSABLES” OFFER

Inspired by its survey entitled “Le Temps des Marques Responsables”, M6 Publicité is launching the “Comportements Responsables” offer. The aim is to showcase advertisements promoting more responsible habits within the commercial breaks available on TV, Radio and AVOD, using dedicated start and end frames.

With the help of ADEME, M6 Publicité has chosen eight habits to focus on in advertisements to make the most of this new format: bulk buying, buying second-hand, buying refurbished products, renting instead of buying, tackling food waste, re-use, recycling and “energy sobriety”.

### COMPORTEMENTS RESPONSABLES

### 3.4. S6LIDAIRE - THE INCLUSIVE ADVERTISING ALTERNATIVE

AT a time when 90% of the French population cannot recognise a responsible brand (*Le Temps des Marques Responsables* – M6 Publicité), M6 Publicité is teaming up with Goodeed and launching an unprecedented inclusive cross-media solution.

Upon broadcast, an advertisement will be enriched with an “inclusive” creative element embodying the advertiser’s commitment among the general public (e.g. on TV, adding inclusive contextualised screen branding). Available on the main M6 Group media: linear TV, linear radio, online video and audio.

### S6LIDAIRE

5 new “Engagement” targets are available on segmented TV and AVOD: ecological transition, more responsible

consumption, gender equality, diversity and mutual respect, medical research and fostering public awareness.

Please contact M6 Publicité for further information on these CSR offers.

### 3.5. THE MEDIA CAMPAIGN CARBON FOOTPRINT CALCULATOR

As a member of the SNPTV, the French national television advertising federation, M6 Publicité is helping to establish a standard methodology to be used by all SNPTV members to measure the carbon footprint of TV advertising campaigns.

The M6 Publicité calculator follows SNPTV guidelines and is already available for all TV campaigns.

### 3.6. M6 UNLIMITED GUIDE TO ECO-FRIENDLY PRODUCTION BEST PRACTICES

In keeping with M6 Publicité’s CSR commitments, M6 Unlimited helps its partners and advertisers organise more responsible shoots.

To raise awareness and encourage our in-house producers, service providers and customers to adopt eco-friendly production practices, M6 Unlimited has implemented a guide to production best practices. A guide filled with useful tips and common sense.

Here are a few examples:

During preparation, consider and optimise the CSR impact on production from the beginning of the writing process.

During production, set an eco-friendly management system, prefer carpooling, optimise waste management

and recycle sets. Raise awareness about this approach among each profession.

During post-production, prefer low-resolution work and archiving whenever possible.



# Traditional space

## SPECIAL MARKETING SCHEMES

### 4. CINEMA SECTOR ADVERTISERS

Campaigns relating to cinema films are subject to special marketing schemes on all our TV media (codes 32 02 02 03 and 32 02 02 04 on the TV product list).

They receive an allowance based on the budget\* of the film promoted in the advertising campaign.

\* To benefit from this discount, the advertiser must substantiate the budget of the film promoted (e.g. CNC data).

| FILM BUDGET                     | DISCOUNT    |
|---------------------------------|-------------|
| Film budget over €7m            | <b>-40%</b> |
| Film budget between €4m and €7m | <b>-50%</b> |
| Film budget between €1m and €4m | <b>-55%</b> |
| Film budget below €1m           | <b>-60%</b> |

This discount, which is applied to the gross rate, is valid regardless of when the space is booked.

The volume discount does not apply to amounts expended.

### 5. COOPERATIVE CAMPAIGN TO PROMOTE HEALTHY DIETS AND SPORTING ACTIVITIES

M6 Publicité ensures compliance with the charter aimed at promoting healthy diets and behaviours in audiovisual programming and advertising (2020-2024), which provides that “the advertising sales houses of the signatory audiovisual communication services -

including the M6 Group - shall offer appropriate pricing conditions of access to commercial breaks for cooperative campaigns promoting products whose consumption should be encouraged (products outside the scope of Article 29 of French Act No. 2004-806 of 9 August 2004), in accordance with the third paragraph of Article 14 of Decree No. 92-280 of 27 March 1992.”

In this regard, M6 Publicité offers the following special marketing schemes:

#### 5.1. DEFINITION

An advertising campaign is deemed to be “cooperative” and seeking to promote healthy diets and sporting activities when its objective is to promote the products or services presented in a collegial manner in the food and/or sports sector without highlighting one or more brands of the products or services in question.

To obtain the status of cooperative campaign, you must send in your application by e-mail only to: **adv@m6.fr** together with a file justifying the grounds for the application for the current year. Only M6 Publicité is authorised to qualify a campaign as being “cooperative and seeking to promote healthy diets and sporting activities” within the meaning of the aforementioned charter.

Campaigns not receiving this status for 2023 (including a cooperative campaign for any sector other than those mentioned above) are invoiced at the standard rate and are subject to the STCS.

#### 5.2. MARKETING

Campaigns awarded the status of “cooperative campaigns seeking to promote healthy diets and sporting activities” receive a 40% discount on the gross rate but are not eligible for any other discounts.

### 6. FRENCH GOVERNMENT INFORMATION SERVICE (SIG) CAMPAIGNS

#### 6.1. DEFINITION

To obtain the status of campaign of government interest, advertisers must send the certification granted by the French government information service (SIG) by e-mail to: **adv@m6.fr**. SIG campaigns must be certified by the relevant ministry.

#### 6.2. MARKETING

Campaigns awarded SIG certification receive a 40% discount on the gross rate but are not eligible for any other discounts.

# Traditional space

## SPECIAL MARKETING SCHEMES

### 7. AUDIO AND VIDEO PUBLISHING, PRINTED BOOKLET PUBLISHING, CONTENT PROVIDERS\*

#### 7.1. M6

Campaigns relating to audio and video publishing, printed booklet publishing and content providers are subject to special marketing schemes.

They may be purchased as soon as the booking period begins.

If so, the price charged is identical to the gross price. If the advertising space is purchased no more than 8 days prior to broadcast, these campaigns receive a 30% reduction on the gross price.

The volume discount applies under the same terms and conditions as for all sectors.

#### 7.2. PUISSANCE TNT, PUISSANCE KIDS AND THEME CHANNELS

Audio and video publishing, printed booklet publishing and content provider campaigns receive a 30% reduction on the gross rate.

On Puissance TNT, Puissance Kids and theme channels, the volume discount applies under the same terms and conditions as for all of the sectors.

\* Category: Publications - all category 16 codes/Telephone customisation services (excl. adult target audience) - 49 02 08 01  
/Provider of content aimed at adults - 49 02 04 01



Enquêtes criminelles (W9) © P. Quaisse/Pasco & Co/W9



# 02 TRADITIONAL ADVERTISING SPACE

Calculating expenditure

If the duration of the advertisements is modified or if all or part of the advertisements for which priority access has been requested are cancelled, the amount of the surcharge as calculated at the time of booking shall remain payable in full.

## 1. PROCEDURE FOR CALCULATING PRICE ADJUSTMENTS

If several price adjustments are applied to the price of an advertisement, the discounts and/or surcharges are applied on a cumulative basis in the following order:

- Discount for cinema/SIG/audio and video publishing, printed booklet publishing, content provider/cooperative campaign advertising/eco-friendly product campaign for new M6 Group advertisers/campaign aimed at promoting the ecological transition
- Podium surcharge
- Customised construction surcharge
- Multi-product/co-branding advertisement surcharge
- Priority access surcharge

All surcharges apply to the BAB amounts expended.

### EXAMPLE 1: PRICE ADJUSTMENTS (SPOT BY SPOT BUYING SYSTEM)

- 24-second ad
- Campaign purchased using the spot by spot system and treated as GOLD priority access
- Reference to two other products of another advertiser requiring the reservation of two additional sector codes being notified to M6 Publicité when the booking is made with the Scheduling Department

The BAB price will be €30,780 for a commercial break at the gross 30-second price of €20,000.

| ADVERTISEMENT FORMAT   | 24"     |
|--|---------|
| Gross 30-second price  | €20,000 |
| Gross format rate – ind. 95  | €19,000 |
| GOLD priority access surcharge +20%                                    | €22,800 |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> product surcharge +35% (20% + 15%) | €30,780 |

### EXAMPLE 2: APPLICATION OF INDICES (PURCHASE AT GUARANTEED NET COST PER GRP)

- Channel: M6
- Campaign purchased at guaranteed net cost per GRP
- 40% of daytime and 60% of prime time GRPs
- GRP annual breakdown: 20% of campaign GRPs from 10-30 July and 80% from 23 October to 31 December
- Chosen category of guaranteed net cost per GRP: Select

|   |        |
|---|--------|
| Time slot index<br>(40% x 90) + (60% x 145)   | 123    |
| Seasonal index<br>(20% x 85) + (80% x 135)    | 125    |
| Guaranteed net cost per GRP<br>category index | 105    |
| Media planning choice global index            | 161.44 |

NB: If the time slot mix is not the same for all seasonal periods purchased, the advertiser’s media planning index will not be equal to the mere product of the seasonal, time slot and guaranteed net cost per GRP category indices.

# Traditional space

CALCULATING EXPENDITURE

## 2. CASCADE FROM GROSS RATE TO NET RATE

EXCLUDING PURCHASES AT GUARANTEED NET COST PER GRP  
ON M6 AND  
PUISSANCE TNT

### GROSS PRICE

Format index

### GROSS FORMAT PRICE

- Discount for cinema/cooperative campaign/SIG/audio and video publishing advertisers, printed booklet publishing, content provider/eco-friendly product campaigns for new M6 Group advertisers/campaigns aimed at promoting the ecological transition
- Podium surcharge
- Customised construction surcharge
- Multi-product/co-branding advertisement surcharge, additional surcharge
- Priority access surcharge

### BAB (GROSS AMOUNT BEFORE DISCOUNTS & EXCLUDING VAT)

- Volume discount

### NET BEFORE TAX

- VAT

### NET AFTER TAX





# 02 TRADITIONAL ADVERTISING SPACE

Linear and segmented  
materials

## 1. BROADCAST OF ADVERTISEMENTS

### 1.1. GENERAL PROVISIONS

**1.1.1.** Any information relating to the broadcast of advertisements, including broadcasting instructions (e.g. programme schedules, advertising ID serial number, etc.) and any technical or other materials must be communicated via MyDiffTV, the online platform used by all subscribing agencies to share this information, accessible at **mydiff.tv**.

This platform may be accessed free of charge. To ensure that the advertisement is broadcast and that all broadcasting instructions are taken into account, the following information must be provided by the advertiser or agent: media agency, consulting agency overseeing design and production, as declared to the ARPP.

Any other means of transmitting broadcasting instructions is liable to be disregarded by M6 Publicité.

In addition to broadcasting instructions, all queries should be sent to **diffusion-publicitaire@m6.fr**.

The creation of a detailed advertisement broadcasting schedule per commercial break (linear broadcasting) for an order booked under guaranteed net cost per GRP is only possible for the Select or Select+ categories.

**1.1.2.** The broadcasting files must be delivered in 16:9 HD format. The advertiser, its agent and the company overseeing production undertake to deliver a digital file to M6 Publicité.

**1.1.3.** Digital files must be delivered by one of the authorised third-party companies, Peach or Adstream.

The materials delivered must fully comply with the latest version of the technical recommendations drawn up by the joint CST/FICAM/HD Forum work groups and available for consultation at **ficam.fr**.

In particular, the files must comply with recommendation CST - RT - 017 - TV - v3.0 - 2011. The following information must be sent with each digital file:

- Advertiser
- Product or campaign name + targeting (segmented broadcasting)
- Advertising ID serial number
- Identical advertisement title to that provided to the ARPP
- Length
- Identical version to that provided to the ARPP
- If the advertisement displays a legal notice, which may be subject to rotation (health advice, driving advice, etc.), please specify the notice displayed in the advertisement (e.g.: "To stay healthy, eat at least 5 portions of fruit and vegetables each day")
- Date of dispatch of materials to M6 Publicité

**1.1.4.** In order to improve listening comfort for viewers and to comply with statutory and regulatory requirements and CSA Resolution 2011-29 of 19 July 2011, which requires channels to broadcast each part of their programmes at an average volume of -23 LUFS, advertisements must be delivered in compliance with Version 3.0 of the **RT017 Technical Recommendation for television programme broadcasters**.

If an advertisement fails to comply with the

aforementioned average volume, M6 Publicité may bring it into compliance with volume requirements without the advertiser being able to object, which the advertiser, its agent and the company overseeing the production expressly acknowledge and accept.

The advertiser and its duly authorised service providers must comply with the schedule of requirements for electronic delivery of advertisements, which may be downloaded from the **SNPTV** website and **m6pub.fr**.

**1.1.5.** If the advertisement includes subtitles for the deaf and hard of hearing (linear broadcasting), the materials submitted to M6 Publicité must comply with EBU N 19-2002 standards.

The advertiser and/or its agent expressly authorises M6 Publicité to insert subtitles for the deaf and hard of hearing into its advertisements (linear broadcasting). The related technical costs shall be borne by the advertiser. Advertisements enhanced by audiodescription (linear broadcasting) must comply with the **TV Advertising Audiodescription Guide** drawn up primarily by the TV advertising inter-branch organisation under the aegis of the ARPP.

Subtitles and audiodescription tracks can only be broadcast on channels and broadcasting media that are technically compatible.

**1.1.6.** Materials must be delivered to M6 Publicité no later than 5 business days before the first broadcast.

In the event of late delivery of the materials or delivery that fails to comply with the requirements set out herein, as a result of which the advertisement is not broadcast, the advertiser shall owe M6 Publicité the full price for the scheduled advertisement.

In the event that the deadline for submitting materials is not met and the broadcasting instructions have not been communicated via **mydiff.tv**, any error or omission in the broadcasting of an advertisement shall incur the sole liability of the advertiser, as well as that of its agent (agency, TV production company) responsible for sending the advertisement and the broadcasting instructions.

**1.1.7.** In the event that the advertisement is deemed unsuitable for broadcast, for technical or legal reasons, due to the context of the programme or the time of broadcast or for other reasons, and if the advertiser is unable to provide new materials by the deadline required, the advertiser shall still be required to pay the full price due, as if the advertisement had been broadcast.

**1.1.8.** Any complaints regarding the scheduling and/or broadcasting of an advertisement and/or the technical quality of the advertisement must be submitted within 3 days following the broadcast. Failure to meet this requirement will result in the complaint being discarded. If the advertiser, its agent or the company overseeing the production, with M6 Publicité's approval, wishes to make technical changes to the advertisement broadcast, the party requesting the changes shall bear all the costs incurred in respect thereof.

**1.1.9.** To guarantee an optimum quality broadcast, M6 Publicité may request further technical materials, where necessary, during the campaign.

**1.1.10.** One year after the campaign has been broadcast for the last time, M6 Publicité may destroy the related materials and files at its own discretion, and may then request new delivery of the files in the event of subsequent broadcast.

**1.1.11.** The labels of the commercial breaks shown in the price lists, programme schedules or advertising orders correspond to the placement during or between the programmes and not to the scheduled times of broadcast. M6 Publicité's sole obligation, save any amendments to the broadcaster's programmes, concerns the broadcast of the advertisements during the commercial breaks reserved by the advertiser or its agent (linear broadcasting). Consequently, the time of broadcast for a commercial break shall under no circumstances give cause for the order price to be amended and/or give rise to a claim to any compensation whatsoever.

**1.1.12.** The purchase of advertising space shall be completed separately from the purchase of a sponsorship operation and does not rule out the possibility of the presence of rival advertisers:

- on sponsored programmes during or around which the commercial breaks are broadcast,
- on the trailers for the sponsored programme preceding or following the commercial breaks.

Advertisers and agents who have purchased space in a commercial break (linear broadcasting) have no right of oversight concerning the presence of a sponsor positioned around the commercial breaks in question.

**1.1.13.** M6 Publicité shall inform the advertiser of the advertisements broadcast by sending the advertiser the corresponding invoice, thus constituting proof of the broadcast of the advertisements, at the end of each month pursuant to the invoicing terms set forth in **Article 6** of these STCS.

**1.1.14.** At the request of the advertiser or its agent, M6 Publicité will provide a broadcast summary indicating dates, broadcast times and commercial break labels, as well as the position of the advertisement during the break.

**1.1.15.** Following a specific request made within 3 months of the first broadcast of the advertisement in question, M6 Publicité may provide a screenshot of the advertisement in video format (linear broadcasting). Each screenshot will be invoiced at a flat rate of €500 (excl. VAT) which is not subject to the discount scale.

### 1.2. CHARGES FOR AMENDING BROADCASTING INSTRUCTIONS

All requests for changes to broadcasting instructions submitted between 2 and 4 business days prior to broadcast shall incur a fixed charge of €1,000 (excl. VAT) per advertisement, not subject to the discount scale. Such changes may only be made if the sector code and duration of the new advertisement are strictly identical to those of the initial materials delivered.

**1.3. UPDATING ADVERTISEMENTS** In the event that materials (instructions, advertisement, etc.) are received between 2 days and 2 hours prior to broadcast, in particular for the purpose of updating advertisements, the advertisement(s) received or modified for broadcasting during the aforementioned period shall be subject to additional charges in accordance with a quotation sent to the advertiser and/or agent for approval.

## 2. CONFORMITY OF ADVERTISEMENTS

**2.1.** M6 Publicité shall reserve the right to reject or cancel any advertising order:

- if it considers that such order fails to comply with the legislation, regulations, practices, recommendations and/or charters and other commitments governing advertisements and audiovisual sales communications or conflicts with the interests of the M6 Group or one of its companies;
- if the ARCOM (French Regulatory Authority for Audiovisual and Digital Communication) subsequently resolves that an advertisement fails to comply with the applicable requirements and prohibits any further broadcasting of it and/or requests that the channel take it off the air. In such cases, M6 Publicité shall not be liable to pay any compensation or damages to the advertiser, its agents or any third parties involved.

**2.2.** M6 Publicité shall be entitled to request any documentation from the advertiser or its agent required to assess whether the advertisement complies with the legislation, regulations and practices governing advertising and audiovisual sales communications. The advertiser or its agent shall undertake to promptly submit these documents.

**2.3.** Role of the ARPP (French advertising regulatory board - [arpp.org](https://www.arpp.org)): under an inter-trade agreement, the ARPP has been entrusted with a preliminary advisory role to ensure that advertisements comply with the general regulations governing advertising and audiovisual communications, the ARPP recommendations and more specifically the

“Sustainable Development” recommendation. Advertisers or their authorised service providers (advertising agencies, media agencies and advertisement producers) must submit the advertisements (in all versions thereof) and any related documentation to the ARPP before the first broadcast, specifying whether the broadcasting mode is “national and segmented” or “segmented only”.

The advertisements and related documentation received by the ARPP are allocated an advertising ID number (“Pub ID”) which must be sent to M6 Publicité along with the advertisement and in the broadcasting instructions sent via MyDiffTV. Based on the information received, the ARPP will then deliver a final opinion on the broadcast of the advertisement. This opinion must be favourable and communicated to M6 Publicité at least 2 business days prior to broadcast.

For further information, visit [arpp.org](https://www.arpp.org).

## 3. LIABILITY

**3.1.** All advertisements are broadcast at the advertiser’s exclusive liability. Said party declares that it has taken cognizance of and complies with the legislation, regulations and practices governing advertising and audiovisual sales communications. The advertiser, its agent and the company overseeing the production shall undertake to comply with any amendments made during the year to legislation and/or regulations.

**3.2.** The advertiser, its agent and the company overseeing the production of the advertisement shall declare that the advertising production is legal and does not breach the legislation, regulations and practices governing advertising and audiovisual sales communications. They shall jointly and severally hold M6 Publicité and the broadcaster harmless from all complaints and legal action, specifically on the part of authors, producers, directors, composers, performers and any individuals or legal entities considering themselves to be harmed by the broadcast of the advertisement. In particular, the advertiser shall hold M6 Publicité and the broadcaster harmless from any legal action that the third-party company overseeing production may take in relation to the advertisement produced.

**3.3.** The advertiser, its agent and the company overseeing the production shall undertake to ensure that the title of the campaign related to the advertisement and indicated in the broadcasting instructions is identical to the title of the booked campaign. Any advertisement broadcast instead and in place of another advertisement, due to incorrect labelling or a different title being used, must be paid for by the advertiser. For campaigns with temporary names, M6 Publicité undertakes to ensure that its personnel comply with all the confidentiality requirements of the advertiser, its agents and the company overseeing the production. In all circumstances, it is imperative that the title of the campaign related to the advertisements provided and the title of the purchase of advertising space be strictly identical at the very latest 10 days prior to the date of broadcast. If this requirement is not met, M6 Publicité shall not be held liable and the advertisements broadcast must be paid for in full.

# Traditional space

## LINEAR AND SEGMENTED MATERIALS

### 4. SIGNAL MALFUNCTION

In the event of a linear signal failure or any incident affecting same and resulting in at least a 20% loss of technical coverage, the advertiser may be liable for a compensation payout calculated on the basis of the average viewing audience lost.

### 5. PROHIBITED OR REGULATED SECTORS

**5.1.** There are a number of products and industry sectors that cannot be advertised on television or for which advertisements are subject to controls and/or regulations, for legislative, regulatory or ethical reasons. To this effect, current regulations require that educational messages be used in advertisements for certain industry sectors (advertisements containing health information and which relate to the energy sector, consumer credit and betting and gaming, etc.).

**5.2.** In addition, advertisements relating to videos, DVDs, video games, telephone services, films, text messages and websites must not contain scenes that may exploit the vulnerability of young viewers.

#### WITH REGARD TO

- videos, films, DVDs and video games prohibited (or not recommended) for under 12 year olds, the advertisement must:
  - ♦ contain a stipulation similar to the following: “film (or video game) prohibited (or not recommended) for under 12 year olds”
  - ♦ not be broadcast during or close to (during the 10 minutes before or after) children’s programmes
- videos, films, DVDs and video games prohibited (or not recommended) for under 16 year olds, the advertisement

must:

- ♦ contain a stipulation similar to the following: “film (or video game) prohibited (or not recommended) for under 16 year olds”
- ♦ not be broadcast during commercial breaks labelled under 2030
- videos, films, DVDs and video games prohibited (or not recommended) for under 18 year olds with no pornographic content, the advertisement must:
  - ♦ contain a stipulation similar to the following: “film (or video game) prohibited (or not recommended) for under 18 year olds”
  - ♦ not be broadcast during commercial breaks labelled under 2230
- videos, films, DVDs and video games prohibited for under 18 year olds with pornographic content, the advertisement may only be broadcast on the channels marketed by M6 Publicité;
- telephone services, computer communications, websites or products for adult usage only or intended for adults, as well as text services which may exploit the inexperience and gullibility of minors, the advertisement must be broadcast solely during commercial breaks labelled 2340 to 2699 inclusive. M6 Publicité shall reserve the right in all circumstances to refuse or cancel the broadcast of such advertisements depending on the context of the programme during which the commercial breaks are scheduled.

These restrictions are liable to change depending on the channel and programme context.

**5.3.** Contact M6 Publicité for further information on prohibited and regulated sectors (particularly on its management of Puissance TNT, Gulli and children’s theme channels whose advertising sales are managed by M6 Publicité) and the changes made during the current year



Un jour un doc (M6) © P. Olivier/M6

## 6. MATERIALS AND DEADLINES

### CHANNELS



### MATERIALS TO PROVIDE

- 1 HD file sent to M6 Publicité - M6 channel
- Electronic delivery
- Authorised delivery providers:
  - ♦ Peach
  - ♦ Adstream

### DEADLINE FOR DELIVERY OF MATERIALS

5 business days before the 1<sup>st</sup> broadcast.

### OBTAINING ARPP APPROVAL (OR CERTIFICATION NO.)

2 business days before the 1<sup>st</sup> broadcast

### SUBTITLES AND AUDIODESCRIPTION

- Subtitles (linear broadcasting)
  - ♦ Subtitle file delivered together with digital video file or delivered by e-mail to: **diffusion-publicitaire@m6.fr** in compliance with EBU N 19-2002 standards
  - ♦ The word “subtitle” and the name of the product and the advertiser must be included in the subject of the e-mail.
  - ♦ The title of each subtitle file must bear the advertising ID serial number allocated to the relevant advertisement.

- Audiodescription (linear broadcasting)
  - ♦ Audiodescription tracks included in broadcasting file (see Peach or Adstream standards)
  - ♦ The mention “Audiodescription” must be suffixed to the advertisement title.
  - ♦ The presence of an audiodescription in an advertisement must be notified by e-mail to **diffusion-publicitaire@m6.fr** prior to broadcast.

### BROADCASTING INSTRUCTIONS

Any information relating to the broadcast of advertisements, including broadcasting instructions (e.g. advertising ID serial number, ad rotation, etc.) and any technical or other materials must be communicated via **MyDiffTV**, the online platform used by all advertising sales houses to share this information.

This platform may be accessed free of charge. To ensure that the advertisement is broadcast and that all broadcasting instructions are taken into account, the following information must be provided by the advertiser or agent: media agency, consulting agency overseeing design and production, as declared to the ARPP. Any other means of transmitting broadcasting instructions is liable to be disregarded by M6 Publicité.



# 03

## SPONSORSHIP



# 03

## SPONSORSHIP

Standard Terms and  
Conditions of Sale

## 1. ACCEPTANCE OF THE STCS

### 1. DEFINITIONS

The definitions set out in Article 1.1 of the traditional advertising space STCS also apply to these sponsorship STCS.

**1.1.** Written confirmation of a sponsorship operation provided in any manner whatsoever by an advertiser or its agent (option confirmed, sponsorship agreement) shall entail acceptance of M6 Publicité's STCS and, specifically, of the following terms and conditions, as well as an undertaking to comply with the legislation, regulations and practices governing audiovisual sales communications.

M6 Publicité declares that it adheres to the principles of the **Code of Ethics and Professional Conduct** through which the M6 Group declares that it complies with, and ensures compliance with, all French statutory and regulatory provisions applicable to it, in particular with regard to fraud, decency, anti-corruption and influence peddling (in particular French Act No. 2016-1691 of 9 December 2016 on transparency, anti-corruption and the modernisation of the economy, known as the "Sapin II" Act), in the performance of these STCS. The Code of Ethics and Professional Conduct contains a description of the whistleblowing system in place within the M6 Group, as well as the name and contact details of the ethics and professional conduct officer to whom complaints can be addressed.

Similarly, the advertiser and/or its agent undertake to adhere to the same principles and to comply with the regulations applicable in this regard, it being specified that the advertiser and/or its agent may be required to provide any additional information at the request of M6 Publicité (certificates, questionnaires, etc.).

**1.2.** Written confirmation of a "special operation" provided in any manner whatsoever by an advertiser or its agent (option confirmed, sponsorship agreement) shall entail acceptance of M6 Publicité's STCS, except where different standard terms and conditions of sale are in place, and specifically acceptance of the following conditions.

"Special operation" means any overall operation that includes televised sponsorship and/or televised advertising and/or radio advertising and/or advertising on the websites managed by M6 Publicité and/or an operation under licence (promotional and/or merchandising and/or publishing operation) and/or production, and/or a field operation, etc.

## 2. EXCLUSIVITY RIGHTS OF THE ADVERTISING SALES HOUSE

M6 Publicité, the exclusive advertising sales house of each broadcaster, shall be solely authorised, pursuant to its remit, to sell sponsorship operations on its broadcasters' channels.

## 3. CONTRACT CERTIFICATE

Applications or requests made by an agent in relation to a sponsorship operation must be submitted with the contract certificate signed by the advertiser in order for the booking to be taken into account. The contract certificate shall specify the agreed brands and remit for the current year or for a specified period. Any other provision included in the contract certificate may under no circumstances be enforceable on M6 Publicité. A model contract certificate may be found on **m6pub.fr** and **My6**. The contract certificate is valid for 2023 only. Without this document, the booking cannot be taken into account.

EDIPub members and/or advertisers and agents who have subscribed to the "mymandat" service developed by EDIPub may send M6 Publicité the said contract certificate via this "mymandat" platform.

Advertisers and/or agents who have not joined EDIPub and/or who have not subscribed for the "mymandat" service must deposit the contract certificate in the digital safe on **My6**.

## 4. OPTIONS

**4.1.** The advertiser or its agent shall be required to place an option with M6 Publicité, by any written means, stating the name of the programme(s) they wish to sponsor, the intended length of the operation and the name of the product or brand relevant to the sponsorship arrangement as well as its 8-digit sector code (see "TV product list" document).

The duration of this option is set by M6 Publicité under the following conditions, with the option expiring at 6 pm on the last day of each period:

- 5 business days if the option is exercised less than 3 months before the start of the operation (i.e. from the broadcasting of the first trailer for the programme in question);
- 10 business days if the option is exercised more than 3 months before the start of the operation (i.e. from the broadcasting of the first trailer for the programme in question).

It is specified that, if a right of first refusal has been granted to an advertiser for the renewal of a programme for which an option may be exercised, the period of said option may only run at the end of the period granted within the framework of the right of first refusal.

At the end of the aforementioned periods, the option stipulating the name of the programme, the target audience, the duration of the sponsorship operation, the name of the brand, the 8-digit sector code (see TV product list) and acceptance of the price must be confirmed in writing.

M6 Publicité shall acknowledge receipt of this confirmation by sending a commercial agreement prior to broadcast, to be signed and returned by the advertiser or its agent. If the option placed is not confirmed, it shall be considered null and void.

In the event that M6 Publicité receives several options and/or firm purchases regarding sponsorship of the same programme(s), with the exception of certain special cases, these options shall be taken into account based on the following criteria in the order in which they are listed below:

**1.** Priority to options and firm purchase offers for a longer period.

Thus, if an advertiser makes a written undertaking regarding a firm purchase offer for a sponsorship operation for a longer period, M6 Publicité may immediately accept the firm purchase request and will inform by e-mail advertisers who have sent an option for a shorter period that their option has expired.

If an advertiser submits an option to M6 Publicité for a longer period, the longer option shall take priority and be assigned rank 1.

**2.** In the event of identical broadcast periods, the chronological order in which the options placed were received shall be taken into account.  
If an advertiser (e.g. rank 3) makes a written undertaking regarding a firm purchase offer for a sponsorship operation, M6 Publicité will notify higher ranking advertisers (e.g. rank 1 and/or 2) by e-mail that they have

48 business hours (with the option expiring at 6 pm on the last day of each period) following dispatch of said e-mail during which to confirm whether they wish to make a firm purchase offer.

The same e-mail will also be sent to the advertiser (e.g. rank 3) who has made a firm purchase offer.

The option to make a firm purchase offer within this period is not available to advertisers with a lower option ranking (e.g. rank 4, 5, etc.).

During these 48 business hours, M6 Publicité shall not take into account the chronological order in which it receives the initial options in order to accept a firm purchase offer (e.g. if, during this period, the rank 1 advertiser confirms its firm purchase offer after the rank 2 advertiser has done so, M6 Publicité will attribute the firm purchase offer to the rank 1 advertiser).

**3.** If an advertiser makes a written undertaking regarding a firm purchase offer for a sponsorship operation for a shorter period than that provided for in one or more higher ranking options (e.g. rank 1 and/or 2), M6 Publicité will inform the advertisers with a higher ranking option by e-mail that they have a period of 72 business hours, following dispatch of said e-mail, to confirm their firm purchase. The same e-mail will also be sent to the advertiser who has made a firm purchase offer for a shorter period.

The option to make a firm purchase offer within this period is not available to advertisers with a lower option ranking (e.g. rank 4, 5, etc.). During these 72 business hours, M6 Publicité shall not take into account the chronological order in which it receives the initial options in order to accept a firm purchase offer (e.g. if, during this period, the

rank 1 advertiser confirms its firm purchase offer after the rank 2 advertiser has done so, M6 Publicité will attribute the firm purchase offer to the rank 1 advertiser).

In any event, 3 weeks prior to broadcast, no more options may be placed. Thereafter, the first advertiser to make a firm purchase offer which is approved by M6 Publicité shall become the sponsor for the operation, irrespective of its option ranking.

**4.2.** M6 Publicité shall reserve the right to waive, amend or add new terms and conditions to the aforementioned option principle and more generally to the marketing terms and conditions, in particular in the case of a scheduled broadcast related to programmes deemed exceptional and/or event-driven by the broadcaster.

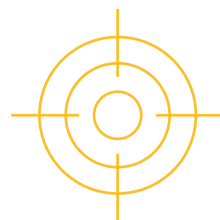
**4.3.** M6 Publicité reserves the right to organise a sale by auction, either when the sponsorship offer is launched or after publication of the offer, subject to compliance with the restrictions applicable to the programmes in question and, in particular, with the rights of first refusal already granted by M6 Publicité or stemming from the advertiser's status as official partner of a sports tournament.

For example, M6 Publicité could decide to organise such a sale if it receives several firm purchase requests from different advertisers at the same time for the same sponsorship operation.

**4.4. IN ALL CASES, M6 PUBLICITÉ SHALL RESERVE THE RIGHT:**

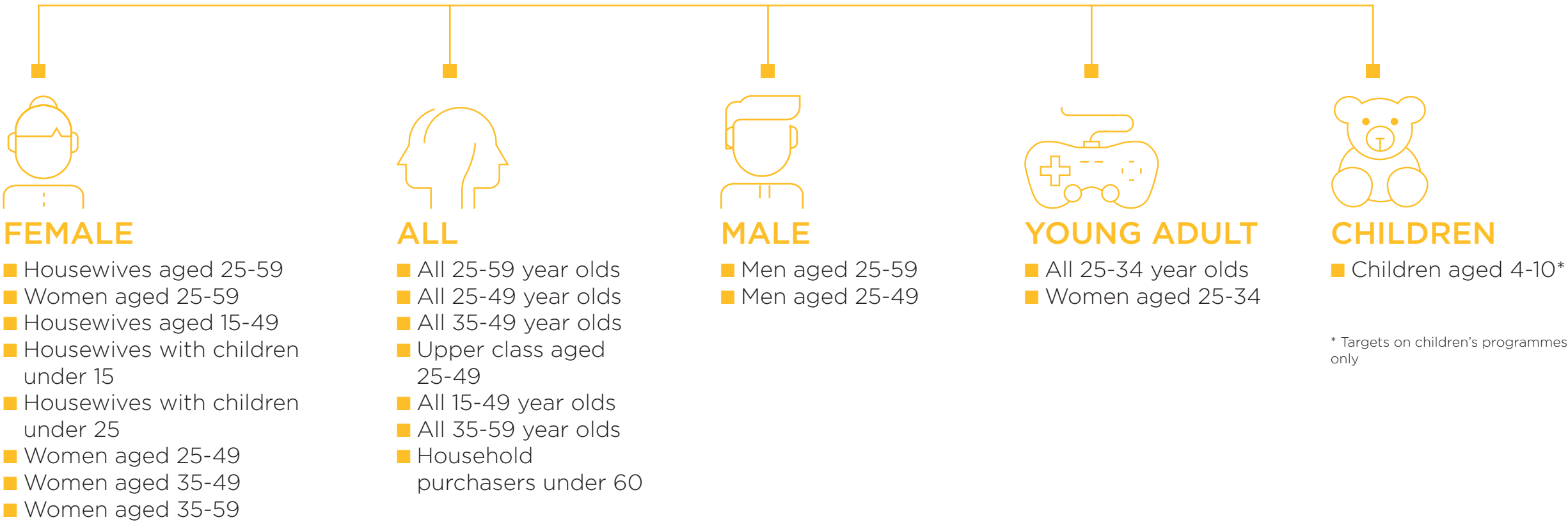
**4.4.1.** to refuse an option and/or firm purchase offer if it appears to infringe:

- the broadcaster's contractual obligations, in particular towards the parties with rights over the programme subject to the option or firm purchase offer,
- the legislation, regulations and practices governing



## 5. SPONSORSHIP TARGETS

A sponsorship operation may be purchased only for a single target audience from among those listed below, on the understanding that M6 Publicité is on no account required to guarantee performance vis-à-vis the chosen target audience.



\* Targets on children's programmes only

television sponsorship and audiovisual sales communications (including the French food charter), or if it appears to conflict with the interests of the M6 Group or any of its companies.

4.4.2. not to renew an option.

6. MULTI-BRAND/MULTI-PRODUCT SPONSORSHIP BILLBOARDS

The presentation of or reference to several of the sponsor’s or another co-sponsor advertiser’s brands/products in the sponsorship billboard is limited to three variety codes and shall give rise to a surcharge in accordance with the following rate:

| SPONSORSHIP BILLBOARDS                    | 2 <sup>ND</sup> CODE RESERVED |
|---|-------------------------------|
| Several products of the same advertiser   | 15%                           |
| Several products of different advertisers | 20%                           |

- the image of the additional brand(s)/product(s) must not occupy the entire TV screen;
- the presence of the additional brand(s)/product(s) must in no event last more than three seconds.

Co-branding (an advertisement shared equally between two brands or when the second brand is on screen for more than 3 seconds) is subject to a 35% surcharge.

7. CONTRACTUAL DOCUMENT

7.1. The firm purchase of a sponsorship operation by an advertiser or its agent is formalised by a contractual document (commercial sponsorship agreement) drawn up by M6 Publicité.

This must be signed and returned no later than 10 days prior to the start of the sponsorship operation. If the contractual document is not received in time, M6 Publicité and/or the broadcaster shall reserve the right not to broadcast the sponsorship operation in question. The contractual document is exclusive to the relevant party and may not be assigned. The advertiser shall be required to perform the undertakings contracted by its agent in accordance with the powers granted to the agent.

7.2. M6 Publicité will only grant an advertiser a right of first refusal in the following two cases:

- For any sponsorship operation lasting at least six consecutive months involving a recurring slot and/or a short programme. The right of first refusal will be offered for an identical duration in year N+1.
- For any sponsorship operation covering the entirety of an event-driven programme. The right of first refusal will be offered for the entire next season of the said event-driven programme. It is specified that the right of first refusal does not apply under any circumstances to possible spin-offs from the event-driven programme.

For each of these rights of first refusal, the advertiser will have a period of 10 business days from the date on which

M6 Publicité sends the renewal proposal for the operation to accept or reject the new renewal conditions, with the right of first refusal expiring at 6 pm on the last day of the period.

If the sponsor fails to reply within the above period and/or if negotiations break down, the advertiser shall be deemed to have waived its right to renew the campaign and may not object to the presence of another advertiser on the said programme.

If the advertiser is entitled to a right of first refusal, the contractual document will specify the terms and conditions of said right of first refusal.

For all intents and purposes, it is specified that the advertiser will only benefit from a right of first refusal on the sponsorship operation if it is stipulated in the contractual document.

7.3. It is understood that the contractual document may be signed electronically. In this regard, advertisers and their agents acknowledge and accept the legal force and admissibility of the electronic signature process and agree to sign contractual documents electronically via DocuSign\*, the approved service provider.

\*DocuSign is supervised by the French national agency for information system security (ANSSI) and is classified as a trusted service provider (PSCE). DocuSign is certified under regulation eIDAS 2014/910 and is listed as such in the trusted service provider list, which may be viewed on the ANSSI website. In partnership with DocuSign, CDC Arkhinéo ensures that signed documents are stored with probative value for each signing party. The contracts are automatically archived in this electronic safe, thereby guaranteeing the storage and integrity of the documents for a renewable period of 10 years.

### 8. CANCELLATION

In the event that the advertiser or its agent cancels the sponsorship operation in whole or in part, except in the case of a force majeure (i) event:

- more than 13 calendar weeks prior to the start of the sponsorship operation, M6 Publicité shall charge the advertiser compensation amounting to 50% of price of the operation;
- less than 13 calendar weeks and more than 4 calendar weeks prior to the start of the sponsorship operation, M6 Publicité shall charge the advertiser compensation amounting to 75% of price of the operation;
- less than 4 calendar weeks prior to the start of the sponsorship operation, M6 Publicité shall charge the advertiser compensation amounting to 100% of price of the operation;
- during the sponsorship operation, M6 Publicité shall charge the advertiser compensation equal to 100% of the amount outstanding.

The compensation payments shall take effect when the advertiser or its agent provides written confirmation of the cancellation of the operation. The length of the sponsorship means the time between the broadcast of the first sponsored trailer and the last sponsorship text for the programmes, including when the sponsorship operation is extended over several distinct periods.

### 9. FORCE MAJEURE (I)

If the cancellation is due to a force majeure (i) event, the advertiser or its agent must notify M6 Publicité of such event in writing no later than 5 days after the occurrence thereof, providing justification of its interpretation of the event and an estimation of its expected duration. If the force majeure event is recognised as such, the relevant sponsorship operation shall be suspended within the 2 days following receipt of the notice by M6 Publicité until the cessation of the event. As soon as the event has ended, the total amount for the cancelled sponsorship operation must be reinvested by the advertiser within a time period to be defined by mutual agreement with M6 Publicité.

(i) Force majeure means any event that is unforeseeable, unavoidable and beyond the advertiser's control and, in general, any event that meets the criteria defined by the French Civil Code and by French case law and courts.

### 10. COMPETITION

**10.1.** The purchase of advertising space entails the reservation of a product variety code. The relevant product variety code must be specified accurately and in full as indicated in the TV product list published by M6 Publicité.

**10.2.** M6 Publicité promises the sponsor that, during

the operation only, it will not offer sponsorship of the programme sponsored by the sponsor to a brand corresponding to a product or service designated by the same 8-digit sector code (category, sub-category, sector, variety - see product list published on **m6pub.fr** and **My6**) as the product or service promoted by the sponsor through the operation.

By way of exception to the foregoing, it is specified that no sectoral exclusivity will be guaranteed to advertisers:

- wishing to sponsor any programme broadcast on each of the M6 Group children's channels (Gulli, Tiji, Canal J);
- between 1 September 2023 and 31 December 2023;
- purchasing a partial sponsorship scheme only.

**10.3.** The purchase of a sponsorship operation shall be completed separately from the purchase of traditional advertising space and does not rule out the possibility of the presence of rival advertisers:

- in the commercial breaks broadcast before, during and after the programmes sponsored, or before or after the trailers promoting the sponsored programmes,
- in the trailers and billboards related to other programmes broadcast before, during or after the programmes or trailers for the sponsored programme. When the advertiser or its agent has contracted a sponsorship operation, it shall not be entitled to review the commercial breaks.

**10.4.** Provided the broadcaster is not bound by any contractual obligations, the advertiser or its agent may not exercise any rights over the potential secondary or commercial exploitation of all or part of the programme in question. Therefore, the advertiser or its agent may not object to such secondary exploitation.

Similarly, they may not lay claim to any stake in any such further exploitation. However, in the event that any rights can be claimed as regards the secondary or commercial exploitation of all or part of the programme in question (decor, concept, credits, programme title and presenter etc.) and the broadcaster is authorised to entrust M6 Publicité and/or any company that M6 Publicité engages or designates as its substitute with such exploitation within the framework of promotional and/or merchandising operations (hereinafter “the licence”), M6 Publicité and/or any company that it engages or designates as its substitute and/or the broadcaster reserve the right to sell this licence to the sponsor and/or any advertiser of their choice.

When an advertiser purchases this licence, it may under no circumstances object to a sponsorship operation of a rival advertiser for the programme in question and/or for any spin-off from this programme. On the same basis, an advertiser who has purchased the sponsorship of a programme and/or of a spin-off from this programme may under no circumstances object to a licensing operation from a rival advertiser relating to the programme in question.

## 11. ADJUSTMENTS TO THE SCHEDULE

Subject to any changes to the schedule, M6 Publicité shall adhere to the broadcast dates and time slots for the sponsorship operation. In the event of a change in scheduling for the broadcast of an event-driven programme in the slot of a recurring programme or linked in particular to an exceptional event, M6 Publicité may, depending on the case and at its sole discretion, decide to:

- freely modify the initial sponsorship offer, in particular by marketing said programme to one or more new advertisers as from the publication of the corresponding programme schedule, even if one or more advertisers have confirmed a sponsorship operation for the programme concerned, and/or by adjusting the offer without the advertiser(s) being able to object. In such cases, M6 Publicité undertakes to comply with the provisions of Article 10.1 above;
- propose as an alternative a new equivalent sponsorship operation to the advertiser(s) concerned.

If the advertiser refuses the alternative solution, the rules set out in Article 8 “Cancellation” shall apply.

If any changes are made to the time slot which have a bearing on the target audience or viewing figures, when necessary M6 Publicité shall make a compensation offer.

If the programme is cancelled for any reason whatsoever, M6 Publicité shall solely invoice the advertiser or its agent pro rata for the programmes broadcast, without the advertiser or its agent being able to lay claim to any damages. If the broadcasting of a programme is extended via the addition of further programmes not included in the current sponsorship operation purchased by the advertiser, M6 Publicité may give the advertiser a priority option on a new offer to sponsor said additional programmes.

## 12. PRINT, RADIO AND INTERNET MEDIA

M6 Publicité reserves the right, in order to promote the broadcaster’s programmes, to conclude agreements with print, radio or Internet media under which said media will be included or referred to in the programme. The sponsor or its agent shall be informed to this effect but may not object thereto.

## 13. BROADCASTER’S LIABILITY

As the broadcaster’s Programming Department shall have full and complete liability for the technical, artistic and editorial components of the programme, the advertiser or its agent may not lay any claim to exercise any rights thereover. The broadcaster may also have cause to broadcast trailers which are not sponsored and the advertiser or its agent may not object thereto. In view of the broadcaster’s obligation to comply with sound level requirements as explained below, it shall be entitled to bring sponsorship billboards into compliance with such requirements. Therefore, in order to improve listening comfort for viewers and to comply with statutory and regulatory requirements and ARCOM Resolution 2011-29 of 19 July 2011, which requires channels to broadcast each part of their programmes at an average volume of -23 LUFS, advertisements must be delivered in compliance with Version 3.0 of the **RT017 Technical Recommendation for television programme broadcasters. If the materials delivered fail to comply with the aforementioned average volume, M6 Publicité shall bring them into compliance, without the advertiser being able to object.**

### 14. PRODUCTION OF SPONSORSHIP BILLBOARDS AND GAMES

M6 Publicité shall entrust M6 Unlimited and/or Pôle Jeunesse with the design and production of sponsorship billboards and game formats. M6 Unlimited and/or Pôle Jeunesse shall draw up a quotation for the design and legal/editorial approval of the storyboards and for the design, production, management and/or broadcasting of sponsorship billboards and game formats by M6 Unlimited and/or Pôle Jeunesse and send it to the advertiser and/or its agent for approval. Once the quotation has been approved, a purchase order confirming the information set out in the quotation shall be drawn up with the advertiser or its agent.

If, on an exceptional basis, the advertiser wishes to entrust the design and production of the sponsorship billboards to an external production agency, M6 Publicité will invoice the advertiser for coordination costs in an amount set at €1,000 excluding tax (one thousand euros excluding tax).

In this regard, the advertiser agrees to provide M6 Unlimited and/or Pôle Jeunesse, upon request, with all information and/or elements necessary and useful for the design, production, completion, and legal and editorial approval of the sponsorship billboards.

### 15. COMPETITIONS/PRIZES

**15.1.** When the sponsorship operation and/or the special operation concluded between the advertiser and/or its agent and M6 Publicité is accompanied by a competition intended for the general public (promotional lotteries, contests, etc.), the advertiser or its agent undertakes, pursuant to a performance obligation, to take responsibility for and provide M6 Publicité with the

competition prizes, and to pay all costs generated by the management of the competition: drafting and filing of rules, establishment of means of participation (Internet, telephone connection, etc.), management of the winners and dispatch of the prizes, etc. The advertiser, as the organiser of the competition, will be responsible for the organisation of the competition in its entirety. The advertiser shall be responsible for drafting the competition rules, unless the parties agree to entrust this task to M6 Publicité.

They are therefore jointly and severally liable for the performance of the obligations undertaken as regards prizes. The prizes offered to viewers, including the quantity and type thereof, shall be jointly decided on by the advertiser (or its agent) and the broadcaster or M6 Publicité.

In the event that the advertiser or its agent fails to perform the obligations undertaken under the terms of this article (in particular the obligation to provide prizes in accordance with the regulations in force as indicated below) within 30 days following the end of the sponsorship operation, M6 Publicité reserves the right to act on behalf of the advertiser or its agent and perform said obligations towards the winning party(ies). All the costs incurred by M6 Publicité to this effect shall be borne by the defaulting advertiser, without prejudice to any claims for additional charges.

**15.2.** The costs of setting up the competition, including on 6play, as specified in the quotation sent by M6 Unlimited and/or Pôle Jeunesse, will be invoiced by M6 Unlimited and/or Pôle Jeunesse to the advertiser or its agent.

**15.3.** The advertiser guarantees the safety and the absence of defects for the prizes it supplies within the meaning of Articles 1245 et seq. of the French Civil Code, and more generally that the prizes and their packaging are of the best possible quality and conform to the highest standards in force.

In keeping with the M6 Group commitment to phase out the provision of eco-unfriendly products and services as prizes on its channels and to promote more eco-friendly donations, M6 Publicité has undertaken to encourage the advertisers in question to comply with this requirement as far as possible.

**15.4.** The advertiser or its agent, whether a data processor or not (together referred to as “the advertiser” for the purposes of this article) may only have access to the data of competition winners in the event that it is responsible for providing these prizes directly to the winners. It may then use such data for this purpose only. Any disclosure or naming of the winners by the advertiser (including their initials only) is prohibited, even for the purposes of promoting the competition, except with the explicit prior consent of the persons concerned (data subjects), M6 Publicité and the broadcaster.

In the event that, in performance of the sponsorship or special operation agreement, M6 Publicité is required to process and transfer to the advertiser the personal data of the competition winners so that it may supply them with prizes, it is recalled that M6 Publicité acts solely as a data processor for the television channel concerned and for the advertiser as joint data controller for this purpose, within the meaning of applicable data protection regulations. In all cases, the advertiser undertakes to adhere to the following obligations:

■ implement all appropriate technical, functional and

organisational measures in order to comply with applicable data protection regulations and with the conditions of data processing and storage by the advertiser, as set out in the competition rules,

- not to use the data for any other purpose and for a period longer than that provided for in the competition rules and agreed between the parties. In particular, if it is agreed that the advertiser will be sent the winners' data for the sole purpose of supplying them with the prizes, the advertiser undertakes to delete such data once the prizes have been sent and, in any event, within the period stipulated in the competition rules,
- take all necessary precautions and measures to preserve the confidentiality of the information, not to make any copies of the documents and data carriers transmitted other than those necessary for the agreed purpose and not to disclose the documents and data to any unauthorised person,
- take all useful measures to preserve the security of the information and in particular to prevent it from being distorted, damaged or used in a wrongful or fraudulent manner,
- put in place organisational, functional and technical measures to enable the rights of data subjects to be respected,
- assist any joint data controllers in ensuring compliance with obligations relating to security, impact analysis and breach notification,

- retain evidence of compliance with these obligations and transmit it to M6 Publicité upon request.

The advertiser shall hold M6 Publicité and the publisher of the medium concerned, their legal representatives and their employees harmless against all losses, damage and consequences resulting from a breach of this commitment, in particular any sum or damages that may be claimed from them, including legal fees. These obligations may, where applicable, be specified/completed in the sponsorship or special operation agreement, depending on the specific characteristics of the operation.

## 16. BROADCASTING OF SPONSORSHIP BILLBOARDS

**16.1.** The advertiser or its agent shall be responsible for acquiring and paying for all the rights and licences required for the billboards and other items it provides to be broadcast on the channel or by any electronic communication network.

To this effect, the advertiser or its agent shall hold M6 Publicité and the broadcaster harmless from any complaints or legal action made or taken by any third parties claiming entitlement to exercise rights over the sponsorship billboards and other items provided by the advertiser or its agent, in whole or in part, and shall indemnify them against any costs, including litigation costs, arising therefrom (in particular lawyer's fees). The advertiser or its agent shall also provide M6 Publicité with a statement of the works likely to require a statement being sent to copyright agencies. M6 Publicité reserves the right to refuse or cancel the broadcast of any billboards:

- if it considers that the text infringes the broadcaster's contractual obligations towards the parties with rights over the sponsored programme, as well as the legislation, regulations and practices governing television sponsoring and audiovisual sales communications, and runs counter to the interests of the channel or its subsidiaries. All sponsorship billboards must be sent to M6 Publicité for approval at least 7 business days prior to the first broadcast of the billboard. M6 Publicité reserves the right to request any modifications to the sponsorship billboards that it deems useful, it being specified that the production costs will continue to be borne by the advertiser;

- if the ARCOM or any other administrative or legal authority subsequently deems that a sponsorship billboard does not meet the applicable requirements and prohibits any further broadcasting thereof and/or requests that the channel take the billboard in question off the air.

**16.2.** M6 Publicité shall retain control over the scheduling of the sponsorship billboards shown in the sponsored programme(s) and/or the corresponding trailers and, more specifically, will decide on the broadcasting schedule for all sponsorship billboards at its sole discretion.

In this regard, M6 Publicité reserves the right not to associate the advertiser with any trailers. M6 Publicité shall inform the advertiser of the sponsorship operations broadcast by sending the latter party the corresponding invoice at the end of each month pursuant to the terms set forth in Article 18 below.

## 17. AUDIENCE RATINGS

Compensation calculated on the basis of audience ratings published after the initial estimate of the performance of the operation has been made (Médiaplanning two-monthly files or Médiaplanning Médiamat'Thématic files) may not be sought for sponsorship operations scheduled for broadcast on the theme channels.

## 18. INVOICING

**18.1.** As regards invoicing, M6 Publicité shall comply with the instructions provided by the advertiser or set out on the contract certificate in connection with services provided by an authorised third party company. In all circumstances, the original invoice shall be sent to the advertiser pursuant to French Act No. 93-122 of 29 January 1993. The original invoice will also state the period during which the sponsorship operation items were broadcast.

**18.2.** Prices are stated excluding tax. The advertiser shall bear the taxes and levies applicable to the sponsorship operation at the time of broadcasting.

**18.3.** Sponsorship operations will be invoiced on a monthly basis.

**18.4.** M6 Publicité shall not award any cash discounts.

## MEDIAPLANNING TWO-MONTHLY FILE

### PARIS PREMIERE

| FILE USED FOR PRICING                 | PRICE APPLICABILITY PERIOD |
|---------------------------------------|----------------------------|
| September - October 2022 - TNT 22 5 B | 01/01/2023 - 28/02/2023    |
| November - December 2022 - TNT 22 6 B | 01/03/2023 - 30/04/2023    |
| January - February 2023 - TNT 23 1B   | 01/05/2023 - 30/06/2023    |
| March - April 2023 - TNT 23 2B        | 01/07/2023 - 31/08/2023    |
| May - June 2023 - TNT 23 3B           | 01/09/2023 - 31/12/2023    |

## MEDIAPLANNING MEDIAMAT THEMATIK FILE



| FILE USED FOR PRICING                | PRICE APPLICABILITY PERIOD |
|--------------------------------------|----------------------------|
| January - June 2022 - V43            | 01/01/2023 - 30/04/2023    |
| September 2022 - February 2023 - V44 | 01/05/2023 - 31/08/2023    |
| January - June 2023 - V45            | 01/09/2023 - 31/12/2023    |

### 19. PAYMENT

**19.1.** The invoices issued by M6 Publicité shall be paid solely in cash (except in the case of exchanges). In all cases the advertiser shall be liable for paying the costs owed for the sponsorship operation plus any late payment charges. Payments made to the agent shall not release the advertiser from any liability to M6 Publicité.

**19.2.** Payment for the sponsorship operations broadcast shall be made 30 days after the invoice date of issue on the 10<sup>th</sup> of the month or the following month. Failure to meet this requirement shall result in the automatic application of penalty fees and sanctions.

M6 Publicité reserves the right to request up-front payment, a bank guarantee or any other form of guarantee, in particular in the case of:

- any advertiser that fails to provide M6 Publicité with sufficient proof of its solvency;
- any advertiser previously responsible for late payment and/or non-payment of amounts owed to M6 Publicité for purchases of sponsorship operations from M6 Publicité.

Advertisers required by M6 Publicité to provide such a guarantee or up-front payment must do so no later than 10 business days prior to the first broadcast.

**19.3.** M6 Publicité will automatically invoice the following charges, without prior notice, for any payments made after the 10<sup>th</sup> of the month 30 days following the invoice date:

- late payment charges calculated on the basis of a 10% interest rate (or a rate equal to three times the statutory interest rate, if higher). This rate shall apply to all amounts which have not been paid by the 10<sup>th</sup> of the month 30 days after the invoice date;
- a fixed charge for recovery expenses amounting to 40 euros. If the expenses for the recovery process initiated by M6 Publicité are higher than the amount of this fixed charge, M6 Publicité will request an additional charge from the advertiser in question, and will provide supporting documents.

**19.4.** In the event that the advertiser fails to comply with the payment terms for the invoices issued to it by M6 Publicité, M6 Publicité shall reserve the right to exclude the advertiser from the benefit of all or part of its sales conditions, to suspend any discounts awarded in respect of a given invoice and to cancel the ongoing sponsorship operation, without any requirement to provide notice or pay damages in respect thereof; the advertiser must pay the amounts owed in respect of sponsorship billboards broadcast up to the effective date of termination of the current sponsorship agreement, pursuant to the invoices issued by M6 Publicité.

**19.5.** If M6 Publicité issues a credit note to be offset against:

- the invoice to which the credit note is related, or
- if the invoice has already been settled, the earliest outstanding invoice issued to the advertiser,
- the credit note may be sent to the agent if the advertiser has authorised the agent via a contract certificate to

receive such credit note. In such event, the payment made to the agent shall release M6 Publicité from any liability to the advertiser.

### 20. COMMUNICATION

The advertiser or its agent authorises M6 Publicité to reproduce, represent and adapt, within the framework of the promotion of its activities and/or all advertising communications as well as for the purposes of its internal communication, all or part of the elements of a sponsorship operation, such as the sponsorship billboard and the advertiser's name, brand or logo. Similarly, the advertiser or its agent may include reference in its communications to the sponsorship operation, on the express condition that such communications are first approved by M6 Publicité and by the broadcaster's Programming Department. In the event that the advertiser wishes to use and/or exploit the title, brand or logo and/or any element of the sponsored programme in the context of this communication, M6 Publicité may offer it a licence under the conditions set out in Article 10.3.

### 21. CONFIDENTIALITY

The advertiser or its agent as well as the broadcaster and M6 Publicité shall undertake to keep strictly confidential all the written or verbal information exchanged as well as the provisions set forth in the contractual documents.

## 22. PROTECTION OF INDIVIDUALS' PERSONAL DATA

All information provided by all individuals acting on behalf of the advertiser and/or its agent via their correspondence with M6 Publicité is processed by M6 Publicité. Such processing is required for the purposes of its sales operations, including sales prospecting and the sale of advertising space, whether traditional or in the form of sponsorship.

This information may contain personal data. For details on the data collected and its use, as well as for information about your rights, we invite you to read the [personal data protection policy](#) relating to the collection and processing of personal data concerning the M6 Group's commercial partners and visitors.

## 23. JURISDICTION

All disputes arising from the application or construction of these STCS shall be governed by French law, and the competent courts of Paris shall have exclusive jurisdiction to hear such matters. These STCS shall take effect from 1 January 2023 and may be amended over the course of the year, in particular to bring them in line with statutory requirements. Said amendments shall be published on [m6pub.fr](https://m6pub.fr)



L'Amour est dans le pré, season 18 (M6) © P. Quaisse/Pasco & Co/M6



# 03

## SPONSORSHIP

Commercial discounts

# Sponsorship

## COMMERCIAL DISCOUNTS

This discount scale applies to any advertiser contracting a sponsorship operation on one of the channels whose advertising sales are managed by M6 Publicité. There are two commercial discounts:

### 1. REFERENCE DISCOUNT

It is fixed at 15% of the amount of purchased advertising space relating to the sponsorship operation (excluding technical costs).

This applies to the gross amount of purchased advertising space invoiced monthly.

### 2. AGENT DISCOUNT

This discount is awarded to any advertiser whose agent, on the advertiser's behalf, manages, monitors and audits the sponsorship operations and technical costs and ensures signature of the sponsorship agreement and payment of invoices when due.

On M6, W9, 6ter, Gulli, 6play and theme channels whose advertising sales are managed by M6 Publicité, the discount attributable to an agent is fixed at 2% of the amount of purchased advertising space relating to the sponsorship operation invoiced to the advertiser after subtracting the reference discount. It is paid by monthly invoice after the discount criteria defined above have been verified.

The discounts appearing in these rate scales are granted on the condition that the advertiser and its agent pay the M6 Publicité invoices in full when due and that said parties comply with the STCS.



*Le meilleur pâtissier, season 11 (M6) © G. Mirand/M6*



# 04

## PRODUCT PLACEMENT

# Product placement

In accordance with the legislation applicable at the time of publication hereof, and subject to compliance with ARCOM Resolution 2010/4 of 16 February 2010 as amended by the Resolution of 24 July 2012, product placement can now be used in drama series on television and radio and in music videos.

Any new resolution applicable to broadcasters and permitting product placement on other types of programme shall be subject to a communication on the part of M6 Publicité and/or to an amendment hereto during the period of the operation.

To this effect, M6 Publicité, as the advertising sales house for each broadcaster, has been given the exclusive remit to sell product placement opportunities. M6 Publicité shall notify each relevant broadcaster of all product placement applications made for the programmes authorised by said regulation. In the event that the broadcaster accepts the application, a contractual document shall be executed to formalise the product placement arrangement.

In keeping with the undertakings made by the M6 Group under the climate contracts, M6 Publicité will foster awareness among advertisers of the need to reduce the presence of “eco-unfriendly” placed products having an adverse impact on the environment.

All product placement applications made by an agent must be sent with the appropriate contract certificate signed by the advertiser.

It must be sent by e-mail to **adv@m6.fr**



Objectif Top Chef, season 8 (M6) © P. Robert/M6

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