



ONLINE
OFFER

STANDARD TERMS AND CONDITIONS
OF SALE 2023



ONLINE
OFFER

STANDARD TERMS
AND CONDITIONS
OF SALE 2023

01

BRANDS AND CONTENT

02

ADVERTISING OFFER AND PRICES

6play and segmented TV
Audio
Pure players
Take a step further

03

MATERIALS

04

STANDARD TERMS AND CONDITIONS OF SALE

05

QUALITY CHARTER, DATA PROTECTION & ETHICS CODE

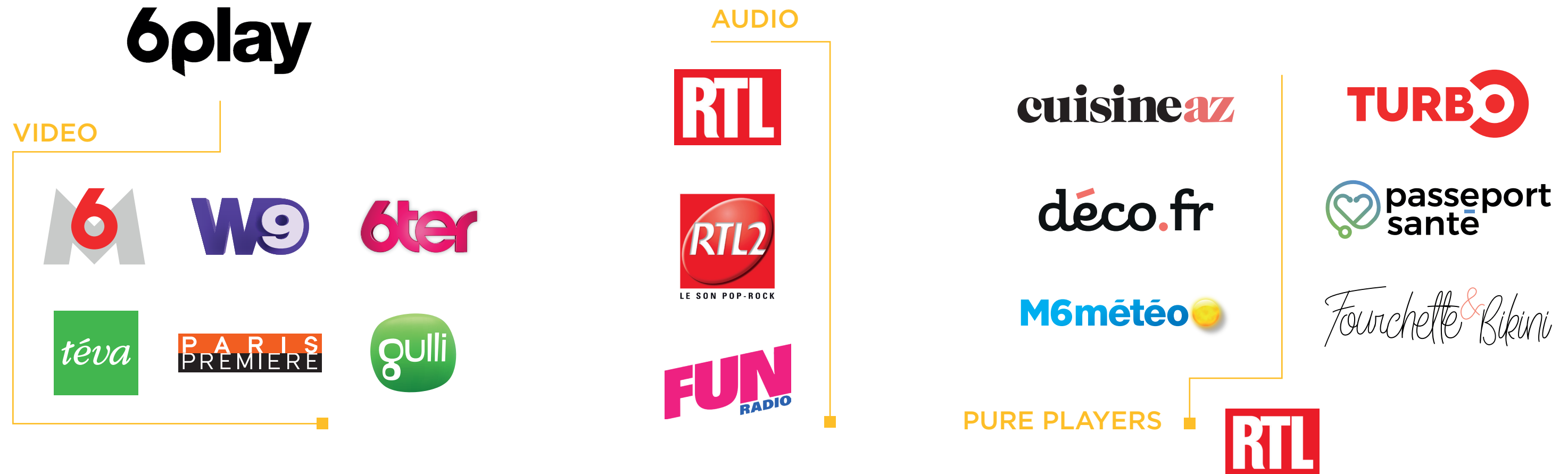


01

BRANDS AND CONTENT

A range of

COMPLEMENTARY AND LEADING BRANDS





02

**ADVERTISING
OFFER
AND PRICES**



02

ADVERTISING
OFFER
AND PRICES

6play and segmented TV

Video

6PLAY AND GULLI.FR



126.5 MILLION
VIDEOS VIEWED EACH MONTH



26 MILLION
active users

5.3 MILLION
active users aged 25-49

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Video

PURCHASES ON 6PLAY



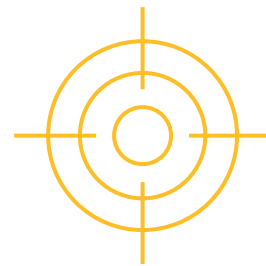
PURCHASE METHODS

SPOT BY SPOT BUYING

- Live buying

ACCESSIBLE VIA THE MAIN DSPS

- Via a private marketplace
- Available on the DSPs



TARGETING

CONTEXTUAL TARGETING

The choice of broadcasting context

- Packs
- A secure broadcasting context

DATA TARGETING

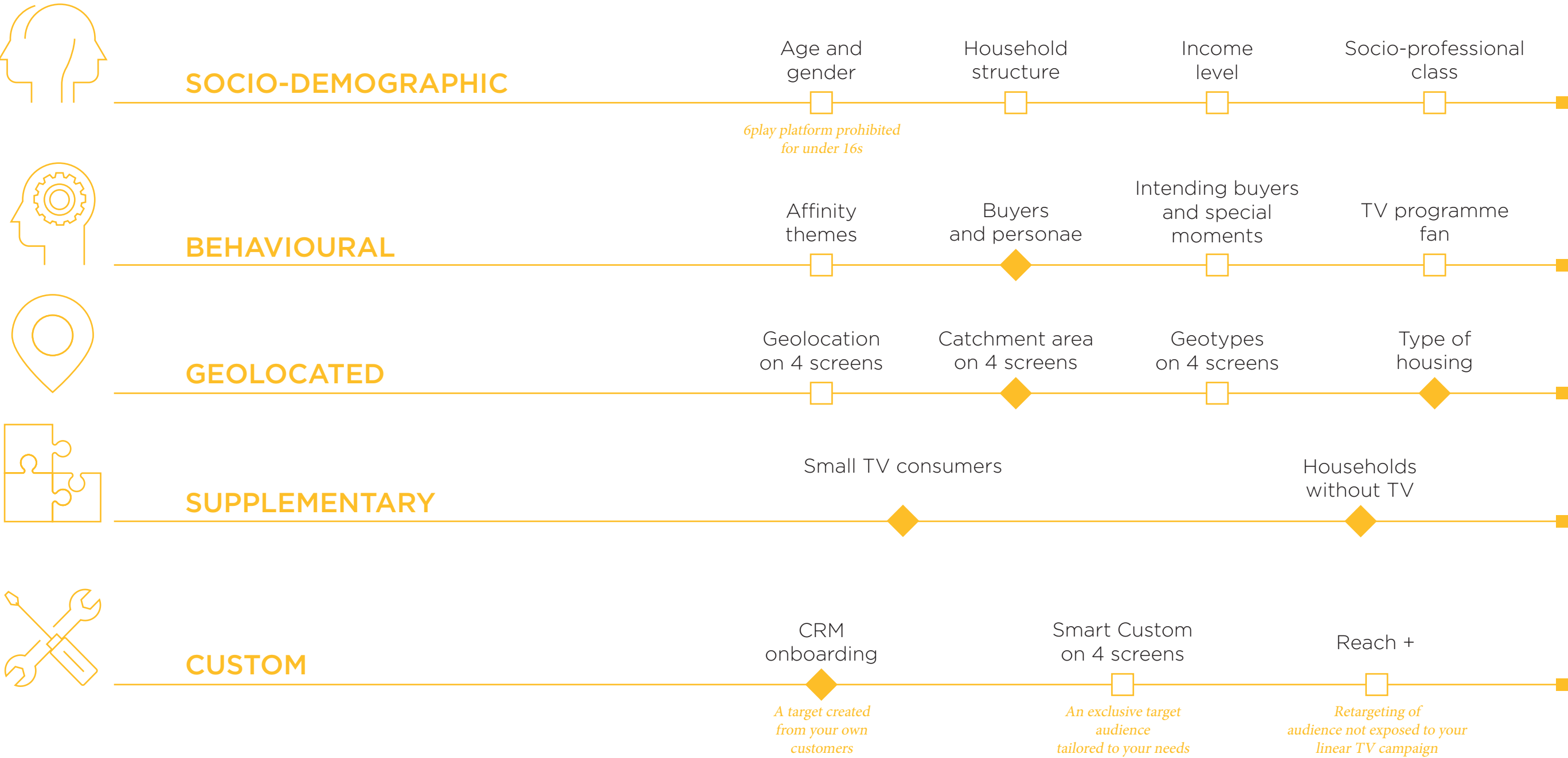
The choice of a targeted audience

- Maximised impact on targets





TARGETING TYPES

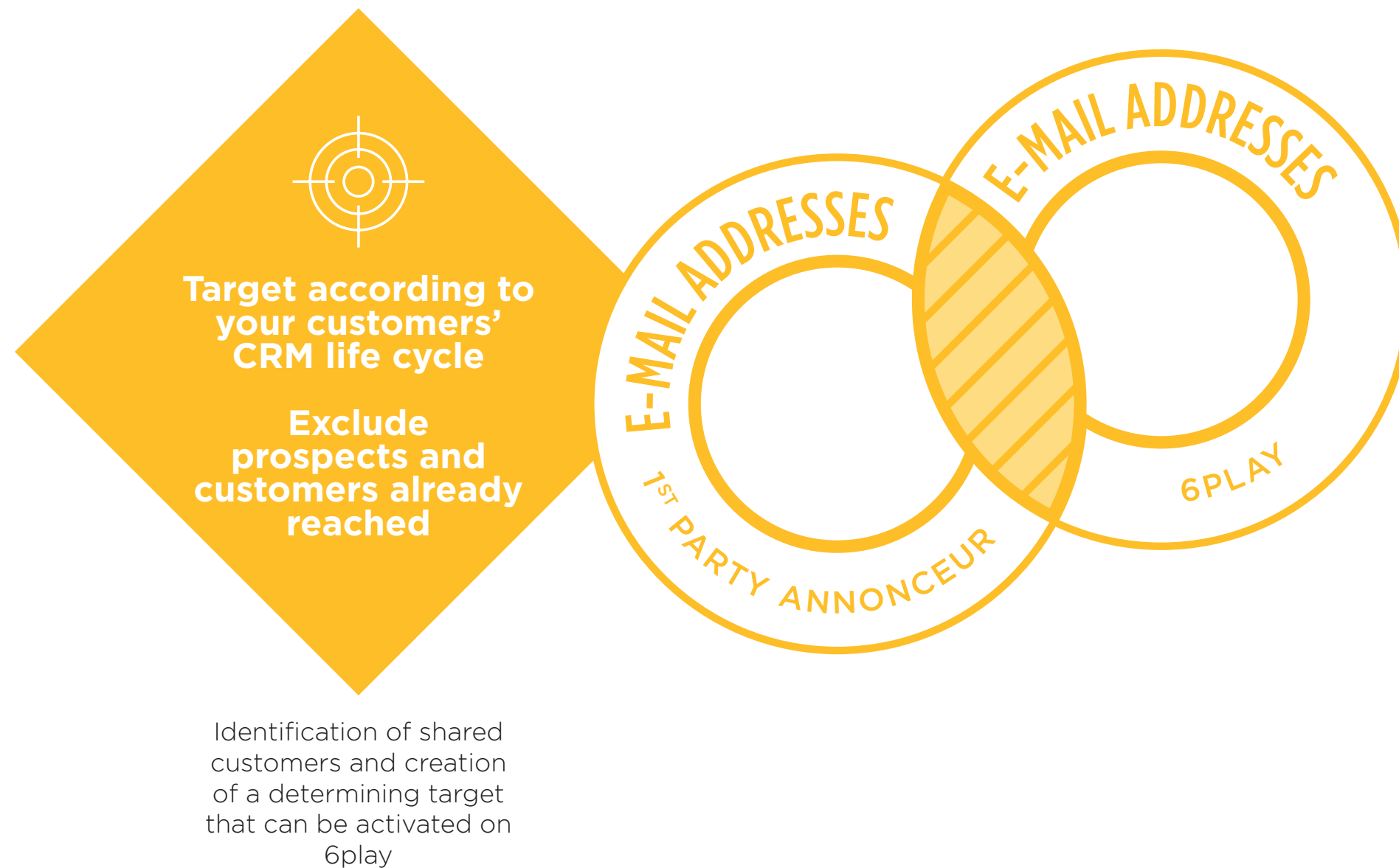


Prices for 6play data

TYPE	DATA TARGETING	SURCHARGE VS. (NET) PACK PRICE		
		SURCHARGE	+1 SOCIO-DEMO- GRAPHIC CRITERION	+ 2 SOCIO-DEMO- GRAPHIC CRITERIA
SOCIO-DEMOGRAPHIC	Age or gender	€2.5	€4.0	€6.0
	household	€2.5	€4.0	€6.0
	socio-professional class	€2.5	€4.0	€6.0
INCOME LEVEL	high income modest income	€2.5	€4.0	€6.0
GEOTYPE	ultra-urban city dwellers dynamic small rural great outdoors	€2.5	€4.0	€6.0
AREAS OF INTEREST	affinity	€2.5	€4.0	€6.0
	intending buyers special moments	€3.5	€5.0	€6.0
	programme fans	€2.5	€4.0	€6.0
GEOLOCATION	region	€2.5	on request	on request
	province	€5.0	on request	on request
	postcode	€8.0	on request	on request
	IRIS zone	€10	on request	on request
	catchment area	on request	on request	on request
CUSTOMISED	CRM onboarding	on request	on request	on request
	reach +	on request	on request	on request
	smart custom	on request	on request	on request

Video. CRM onboarding

FIND YOUR CUSTOMERS AND PROSPECTS ON 6PLAY



CONCEPT

Find your customers/prospects on 6play via an industrial solution* in strategic partnership with LiveRamp.

BENEFITS

- Security
- Efficacy
- Simplicity

PRICES

- On request

PARTNER



Data. Smart Custom

CREATE YOUR CUSTOM SEGMENT



COLLECTION AND ANALYSIS OF DATA

6play

WE'RE INTERESTED IN YOUR OPINION

What is your everyday style?

Designer stubble

Close shave

Beard or moustache

None of these

Confirm

CONCEPT

- Send a survey to 6play users on the theme of your choice.
- Create a custom segment for your campaign.

BENEFITS

- Customisation: free choice of question and answers
- Activation on PC and IPTV
- Easy to implement
- Accuracy

PRICES

- On request

Video. Our innovative brand exposure solutions



CONCEPT

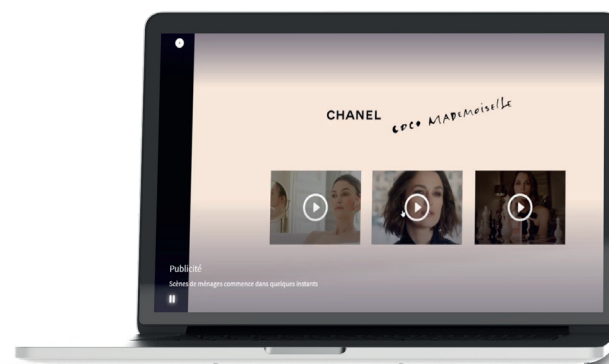
Concept: Privatising 6play during its most popular time slot (21:00-22:59)

ACTIVATION

■ IPTV

6PLAY SOLO

6SELECTOR



CONCEPT

6play invites the user to choose the ad they want to watch from a selection of advertisements from the same advertiser.

ACTIVATION

■ PC & Web Mobile
(pre-roll & mid-roll)



S6LIDAIRE

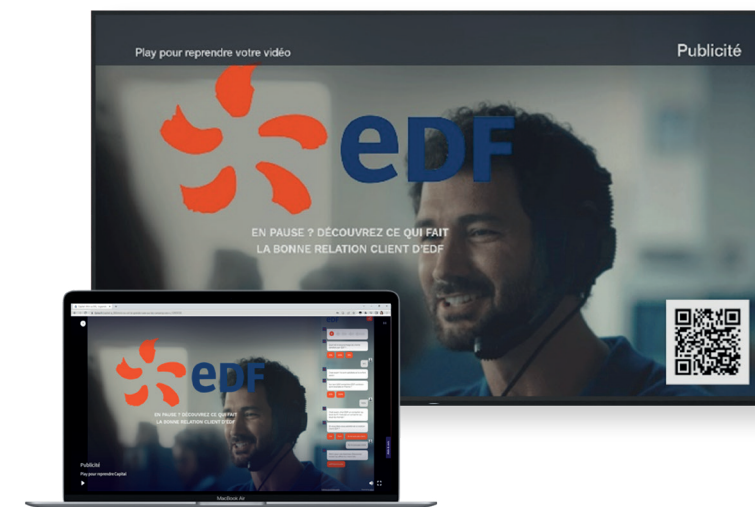
CONCEPT

Broadcasting your advertisement preceded by a contextualised entrance pass enriched with video screen branding by Goodeed for better contextualisation of your inclusion initiative.

ACTIVATION

■ 4 screens

6BREAK BOT



CONCEPT

Bolstered by the success of 6play, the 6break format can be broken down and provides the advertiser with a new means of communication through conversational interaction.

ACTIVATION

■ PC & Web Mobile
(pre-roll & mid-roll)
■ IPTV (via QR Code)

Video. AD Survey

MEASURING EFFICACY ON 6PLAY, INTEGRATED POST-TEST SOLUTION



6play

WE'RE INTERESTED IN YOUR OPINION

Do you recall seeing an ad for one of these perfumes?

Perfume 1

Perfume 2

Perfume 3

None of these

Confirm

CONCEPT

6play allows you to send an online post-test ad survey to test the efficacy of the campaign being broadcast.

BENEFITS

- Interactive format
- Seamlessly integrated into the user experience
- Assessment of campaign efficacy with analysis of results obtained
- Results for exposed/unexposed target audiences
- Controlled capping

PRICES

- 2-question pack: €3,000*

Prices for 6play

SPOT BY SPOT PRICING

			CPM NET (EXCL. TAX) (20” BASE)
General rotation	Multi-screen per channel or all channels (PC+IPTV+smartphone+tablet)	6play TV (long content)	€12.2
	Targeted and theme packs <u>excluding kids, excluding youth</u> • Multi-screen (PC+IPTV+smartphone+tablet)	6play TV (allocation of programmes and websites according to affinity with target. List on request)	€14.4
	Youth pack - Multi-screen (PC+IPTV+smartphone+tablet)		€10.8
Context	RG Kids aged 4-14 • Multi-screen (PC+IPTV+smartphone+tablet) 10% surcharge if targeted to age/gender	JANUARY-SEPTEMBER 6play TV (allocation of programmes and websites according to affinity with target. List on request)	€14.4
		OCTOBER-DECEMBER 6play TV (allocation of programmes and websites according to affinity with target. List on request)	€19.8
Sponsorship	Purchase per website or programme	List of programmes and websites on request	-

PROGRAMMATIC PRICING

FLOOR PRICE (NET)			
Advertisement duration	< 20 seconds	21-30 seconds	31-40 seconds*
Contextual pack targeting	€15	€17	€19
6play Ron	€13	€15	€17



**PROGRAMMATIC
GUARANTEED**

MINIMUM
OF €25,000
PER WAVE

Prices

FINE-TUNE YOUR COMMUNICATION

The reference format is the 20-second format (index 100).
The indices for the other formats will be published
in the near future in an addendum.

FORMAT ADJUSTMENTS

ADJUSTMENT OPTIONS	PRICE AD- JUSTMENT
Capping	+15%
Multi-product ad	+15%
Day targeting	+15%
Hourly targeting	+15%
Screen position targeting*	+15%
Ad exclusivity on screen	on request
Smartphone or tablet exclusion targeting	+10%
IPTV exclusion	+20%
100% IPTV	-10%
Sector exclusion	+15%



Les Reines du shopping (M6) © M. Azeggagh/M6



Speak out

M6 adressable

OUR SOLUTIONS AVAILABLE FOR SEGMENTED TV

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.



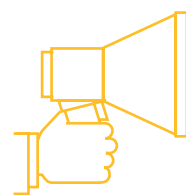
DCO (LIST ON REQUEST)

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

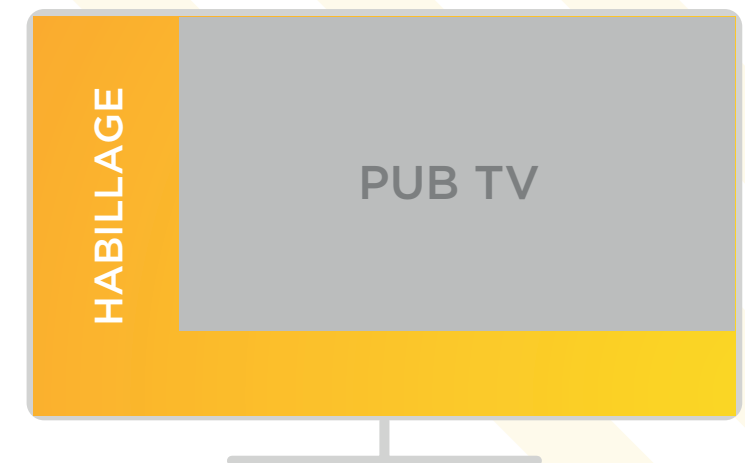
Trigger a campaign when the target temperature is reached in a geographical area.

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



M6 adressable

SEGMENTED TV / OPERATOR BOX



COMBINE

**SEGMENTED TV CAN ALSO BE
ACTIVATED IN PROGRAMMATIC MODE
AND IS GUARANTEED VIA 3 DSPS (TTD /
XANDR / HAWK)**



GEOLOCATION

**TARGET YOUR COMMERCIAL AREA
OR BOOST A SPECIFIC REGION**

- Region
- Province
- IRIS zone
- Catchment area
- Conurbation/Urban areas



TV CONSUMPTION

**COMMUNICATE WITH RELEVANT
AUDIENCES**

- Low/medium/high TV consumers
- Area-of-interest affinity - All channels
- M6 Group Watchers
(Top Chef/LMP/Gulli)



PROFILES

REACH THE RIGHT HOUSEHOLDS

- Working class, middle class, upper class, high income
- Household structure
- Type of housing/Socio-demographic profile*
- Geotype
- CRM onboarding

* contract holder



MOMENT MARKETING

**ADAPT YOUR ADVERTISING
CREATIONS TO YOUR TARGET
AUDIENCE OR THEIR LOCATION**

- Weather
- Pollution peak
- Epidemic threshold

M6 adressable

SEGMENTED TV / HBBTV



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

ACTIVATION ON A
SPOT BY SPOT OR
PROGRAMMATIC BASIS

ON OPERATOR BOXES. CPM 20" BASE			
	Geolocation targeting	Region	€22
		Province	€22
		Urban area/conurbation/catchment area/postcode	€28
	Profile targeting	Socio-demographic	€22
		Household structure/socio-professional class/housing/geotype	€27
	TV consumption targeting	Low/medium/high TV consumers	€32
		Area-of-interest affinity - All channels	€22
		M6 Group Watchers (Top Chef/LMP/Gulli)	€22
	Custom targeting	CRM onboarding	€32
		Weather DCO	€32
		Screenwriting: DCO/reach +/storytelling	€32
ON HBBTV			
	M6 adressable - programme		€30
	M6 adressable - advertisement		€15

COMBINATION OF TWO DATA CRITERIA	COMBINATION OF THREE DATA CRITERIA
+€3	+€6



02

ADVERTISING OFFER AND PRICES

Audio

Audio

M6 GROUP: A COMPELLING ONLINE AUDIO OFFER



STCS
ONLINE
2023 | 22

LIVE
25 MILLION
streams per month

ACPM
LE TIERS DE CONFIANCE
LA VALEUR DES MÉDIAS

ON DEMAND
33 MILLION
downloads per month

60M
CONTACTS
PER MONTH
IN ONLINE
AUDIO



WEB RADIOS
2 MILLION
streams per month

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Source: ACPM (player live) / Mediamétrie estat Podcast / Médiamétrie estat streaming (webradio)
January-June 2022



Smart audio

DATA AT THE HEART OF THE M6 ONLINE AUDIO OFFER

CONCEPT

Take advantage of a targeting offer that meets all your audio campaign objectives: maximise your impact on targets, reach an audience with strong affinities, geolocate your message.

- Targeting variables
 - ◆ socio-demographic
 - ◆ household structure
 - ◆ income level
 - ◆ geolocation
 - ◆ geotypes
 - ◆ interests
 - ◆ DCO (weather)
- Data quality: 1st party targeting via the M6 Group 360° DMP (supplemented by 3rd party on external media)
- Strong offers: all formats and media

Our RTL, RTL2 and Fun Radio websites and applications have received “Digital Ad Ratings” certification, the 1st broadcaster application to be certified by Nielsen.



RTL

FUN
RADIO

RTL2

STCS
ONLINE
2023

23



Target

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Measure the efficacy of your audio campaigns

METHODOLOGY

- 300 interviews: 150 individuals exposed to audio campaigns/150 individuals unexposed
- The research is carried out via device IDs by retargeting and sending the survey to display in the applications
- Several measurement criteria: awareness, retention, consideration, intention to purchase, etc.

REVERSE PLANNING

- D-15: decision to carry out a post-test
- D-5: survey proposal
- D-2: survey approval
- Performance of survey
 - ◆ Start of campaign +7 days
 - ◆ End of campaign +7 days
- D+10: post-test results

ACCESSIBILITY

- Measurement solution activatable from **€10,000** of media purchases



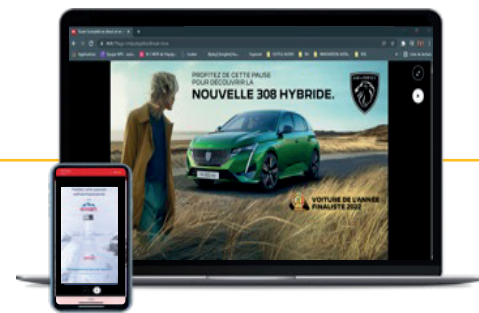
Stand out with your online audio advertising



INTERACTIVITY

Shake me

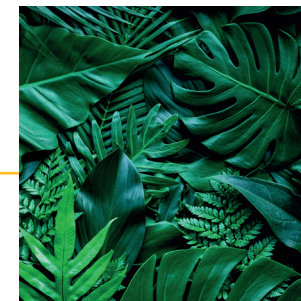
- Stimulate your audience by encouraging them to shake their phones



PROMOTING YOUR ENGAGEMENT

Green springboard and S6lidaire offer

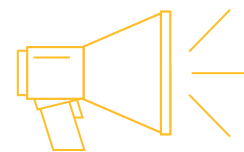
- Become an engaged brand with our responsible single-advertiser spots



WAIT MARKETING

6break audio

- Make the most of a break to grab people's attention



AMPLIFICATION

Audio + display

- Amplify your audio advertisements



CONTEXTUALISATION

Audio springboard and Station voice

- Contextualise your audio advertisement

Prices

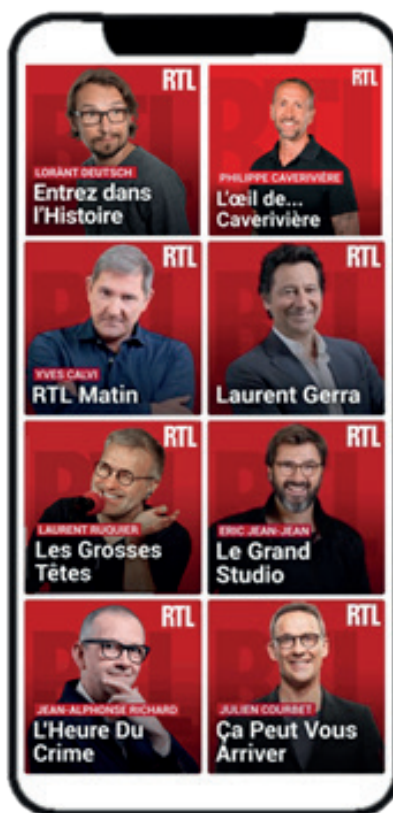
LIVE AND WEB RADIO: SPOT BY SPOT PRICING

SPOT BY SPOT	OFFER	FORMAT	CONTENT	NET PRICE
PACKS (pre-roll)	Puissance	0-30"	RTL + RTL2 + Fun Radio	€12.5
	Station		RTL or RTL2 or Fun Radio	
	Thématique (theme)		<div><div></div> News & business</div> <div><div></div> Entertainment</div> <div><div></div> Music</div>	€13.5

SURFING THE STREAM

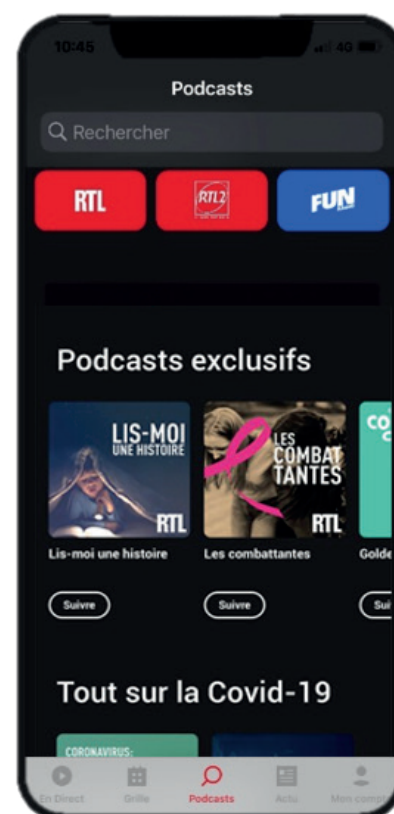


PODCAST SPONSORSHIP



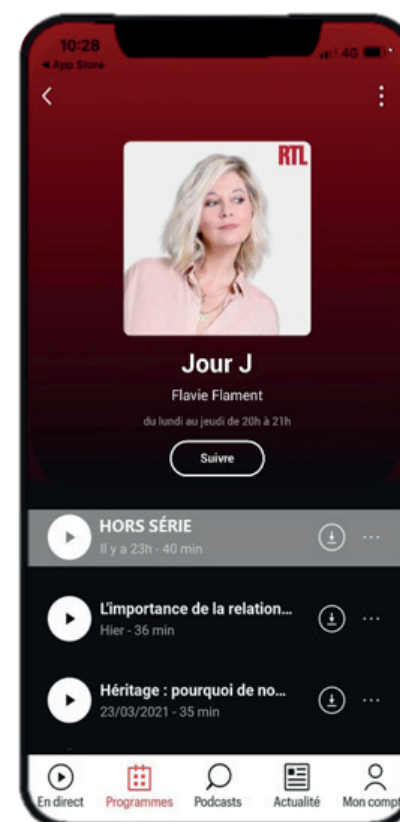
Benefit from sharing your values thanks to 100% brand presence across the podcast(s) of your choosing.

SPECIAL EPISODES



Capitalise on a programme's loyal audience and offer exclusive content around a special episode.

CO-PRODUCTION



Create a 100% editorialised podcast series on the topic you wish to highlight, in co-production with RTL.

BRANDED PODCASTS



Develop your own custom audio storytelling based on M6 Unlimited's editorial and technical know-how.

Prices

PODCAST: SPOT BY SPOT PRICING

SPOT BY SPOT	OFFER	FORMAT	NET PRICE
PACKS (pre-roll)	Puissance	0-30"	€13
	Culture, entertainment		€14
	Advice, well-being		
	News & business		€15
CUSTOM	À la carte		
DATA TARGETING	1 segment		+€1 over CPM



Prices

PODCASTS AND STREAMING: PROGRAMMATIC PRICING

PODCASTS & STREAMING:
PROGRAMMATIC PRICING

PROGRAMMATIC	FORMAT	FLOOR CPM PODCAST	FLOOR CPM STREAMING
Puissance Station targeting	0-30"	€10	€10
Theme pack targeting		€11	€11

GUARANTEED
PROGRAMMATIC
PLACEMENT:
MINIMUM €5,000

A series of yellow chevrons pointing to the right, arranged in a perspective that creates a sense of depth, set against a solid orange background.

02

ADVERTISING OFFER AND PRICES

Pure players

Pure players

LEADING BRANDS IN THEIR FIELD



8 million unique
visitors per month



Mixed
aged 25-49



7 million unique
visitors per month



Women
<35 yrs



2.1 million unique
visitors per month



Women
aged 25-49



3.5 million unique
visitors per month



Men
aged 35-49



10 million unique
visitors per month



Women
aged 25-49



2.3 million unique visitors
per month



Women
aged 25-59



1.3 million unique
visitors per month



Women
aged 35-49

A decorative graphic on the left side of the slide, consisting of a series of parallel yellow chevrons pointing to the right, set against a solid orange background.

02

ADVERTISING OFFER AND PRICES

Take a step further

M6 Unlimited offer

THE CREATIVE AGENCY IN CHARGE OF YOUR BRAND EXPOSURE



WATCH
THE
SHOWREEL

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!

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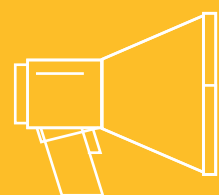
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The Snapchat offer

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



Mariés au premier regard, season 6 (M6)
© L. Guericolas / Agence 1827 / M6



66 minutes (M6) © L. Breton / M6

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Our CSR offers

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.



Our 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:

PRIORITISING ENVIRONMENTAL CRITERIA WITH THE 6GREEN OFFER

M6 Publicité wishes to support and prioritise brands that promote **products** (goods and services) with a **lower environmental impact** thanks to its “**6green**” range, made up of several commercial breaks and advertising formats, all available via AVOD and online audio (as well as Linear TV and Radio).

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”) and the advertisement must comply with ADEME’s criteria**.

6green

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, which is available on **IPTV** (and on **TV**), 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.



ASSIMILATE NEW PRACTICES WITH THE “COMPOTEMENTS 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”.

COMPOTEMENTS RESPONSABLES THE INCLUSIVE ADVERTISING ALTERNATIVE S6LIDAIRE

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. AVOD: adding inclusive contextualised screen branding). Available on AVOD and online audio (as well as Linear TV and Radio).

S6LIDAIRE

Our CSR offers

5 NEW “ENGAGEMENT” TARGETS AVAILABLE ON SEGMENTED TV AND AVOD

- Ecological transition
- More responsible consumption
- Gender equality
- Diversity and mutual respect
- Medical research and fostering public awareness

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 full of 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.





03

MATERIALS

Traditional space

ONLINE MATERIALS



Les Cinquante (W9) © J-P. Baltel/W9

DISPATCH OF DESIGNS

Designs must be sent 3 to 5 business days in advance to the Adops team:

adops@m6.fr

For specific formats (external service provider, special operations, etc.), technical materials must be sent no later than 10 business days before the start of the campaign.

In the event of delay in the delivery of materials, M6 Publicité cannot guarantee that the campaign will start on the initially set dates and the advertiser shall solely bear the consequences of any ensuing postponement of the campaign start date.

Download the full technical specifications on the M6 Publicité website.

Traditional space

SEGMENTED TV MATERIALS

1. BROADCAST OF ADVERTISEMENTS

1.1. GENERAL PROVISIONS

1.1.1. All information relating to the broadcast of advertisements, including broadcasting instructions (e.g. programme schedules, advertising ID serial number, etc.) and technical 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 and 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 the transmission of broadcasting instructions, all queries about materials should be sent to diffusion-publicitaire@m6.fr.

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 www.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 name / Targeting
- Advertising ID serial number
- Identical advertisement title to that provided to the ARPP
- Duration
- 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 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 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. Materials must be delivered to M6 Publicité no later than five 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.

1.1.6. 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.

Traditional space

SEGMENTED TV MATERIALS

1.1.7. Any complaints regarding the scheduling and/or broadcast 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.

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

1.1.9. 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.

1.1.10. 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.

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 the segmented broadcast channel.

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 more information: [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 lawful 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 the same as that of the purchase order.

Traditional space

SEGMENTED TV MATERIALS

for advertising space. 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 order 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.

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, betting and gaming, etc.).

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

WITH REGARD TO

- 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
 - 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
 - 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
 - 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 (including segmented TV) and the changes made during the current year to the legislative, regulatory and ethical framework.

6. MATERIALS AND DEADLINES 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 1st broadcast

OBTAINING ARPP APPROVAL (OR CERTIFICATION NO.)
2 business days before the 1st 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 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 and consulting agency overseeing design and/or production, as declared to the ARPP. Any other means of transmitting broadcasting instructions is liable to be disregarded by M6 Publicité.



04

STANDARD TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF THE STANDARD TERMS AND CONDITIONS OF SALE

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

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

An advertising order may be referred to without distinction as an advertising space order, AO, insertion order, IO or purchase order. This term shall have the same meaning in all STCS.

2. EXCLUSIVITY RIGHTS OF THE ADVERTISING SALES HOUSE

M6 Publicité, via its M6 Publicité Digital department, is the advertising sales house for each publisher of the M6 websites (jointly referred to as “the Publisher”). As such, it is the only person authorised under its remit to prospect customers directly or indirectly and to market the advertising space on the websites, mobile websites and applications of M6 Group publishers (jointly referred to as “M6 websites”). Throughout this document, references to M6 Publicité shall be understood to include M6 Publicité Digital.

3. CONTRACT CERTIFICATE

3.1. If the advertising order is placed with M6 Publicité by an agent, prior to the start of the advertising campaign the advertiser shall be required to send M6 Publicité a contract certificate (the template for which is available on **m6pub.fr**) certifying the intermediary and specifying whether it is acting for the current year or for a specific period and for which specific products and assignments.

Any other provision included in the contract certificate may under no circumstances be enforceable on M6 Publicité.

The contract certificates valid for 2023 must be sent by e-mail in PDF format to the sales contact responsible for the advertiser or agent and, in all cases, to adv@m6.fr.

3.2. M6 Publicité will not accept advertising space orders placed by a sub-agent unless the advertiser has given express written authorisation for its agent to be replaced.

3.3. 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.

3.4. Advertising orders placed by an advertiser shall be specific to this party. They may not be transferred, even in part, without M6 Publicité’s prior written consent. In particular, when an advertiser appoints a new agent, the advertising space included in an option or firm purchase offer by the previous agent may not be transferred to another advertiser.

3.5. If the advertiser replaces an agent or terminates its appointment during the year, the advertiser shall be required to inform M6 Publicité thereof immediately by registered letter with acknowledgement of receipt and shall remain liable for the undertakings made by its agent prior to this notification.

4. TERMS AND CONDITIONS FOR THE PURCHASE OF ADVERTISING SPACE

All orders must be the subject of a purchase order (insertion order) placed or a sponsorship agreement signed by the advertiser or its agent. Said purchase order or sponsorship agreement must be returned to M6 Publicité no later than 10 days prior to the date on which the advertising campaign is to be placed online on the websites concerned.

M6 Publicité offers no exclusivity to advertisers or their agents, except for one-off special offers covering a limited number of insertions, under the terms and conditions specifically mentioned in the insertion order signed between the parties.

5. ELECTRONIC SIGNATURE

Any contractual document relating to the purchase of advertising space, particularly the purchase orders (insertion orders) and contract certificates, 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.

6. ORDER POSTPONEMENT AND CANCELLATION

All requests to postpone advertising orders must be sent to M6 Publicité at least 5 business days before the start of the campaign. 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.

If the aforementioned notice period is not respected, except in the event of force majeure, a penalty amounting to 30% of the net postponed amount shall automatically apply for notification made less than 5 business days before the date of first broadcast.

No compensation may be claimed from M6 Publicité by the customer if the delay in the start of the campaign is due to a delay in the delivery of a design by the customer.

All requests to cancel advertising orders must be sent to M6 Publicité at least 7 business days before the start of the campaign.

Failure to comply with this notice period, except in the event of force majeure, shall result in the following penalty fees being automatically applied:

- 50% of the cancelled amount when notice is given less than 5 business days prior to the first broadcast
- 100% of the cancelled amount not yet broadcast for notice given after the date of first broadcast.

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

Any change to an insertion order regarding the advertiser's advertising features to be broadcast during the advertising campaign that affects the original broadcasting plan may result in changes to the commercial terms and conditions (CPM, delivery time, broadcasting linearity, distribution by device, etc.) via a new insertion order taking into account the nature and complexity of such changes.

These changes may require a technical update period resulting in the postponement of all or part of the campaign, to which the advertiser and/or its agent shall not be entitled to object. No compensation may be claimed from M6 Publicité by the customer in this respect.

7. CONFORMITY OF ADVERTISEMENTS

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

- if it appears to be in breach of laws, regulations and practices governing advertising and digital communication (particularly relating to prohibited sectors and on-demand audiovisual media services) or the interests of the publisher or its group;
- if a competent authority subsequently resolves that an advertisement breaches applicable requirements and prohibits any further broadcasting of it and/or requests its removal.

In such case and in all cases of non-conformity of an advertisement, the advertiser shall be required to pay for the entire campaign as well as, where applicable, technical costs and any compensation related to the online posting and broadcasting of said advertisement, vis-à-vis M6 Publicité and third parties. M6 Publicité shall not be liable to pay any form of compensation to the advertiser, its agents or third parties.

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

7.3. Role of the ARPP (French advertising regulatory board): under an inter-trade agreement, the ARPP has been entrusted with a preliminary advisory role to ensure that advertisements comply with the general rules of digital advertising communication on on-demand audiovisual media services. Advertisers or their service providers and/or agents (advertising agencies, media agencies and advertisement producers) must submit

the advertising information and related documents to the ARPP before the first broadcast on an on-demand audiovisual media service.

The advertisements and related documentation received by the ARPP are allocated an advertising ID serial number ("Pub ID") which must be sent to M6 Publicité prior to broadcast. Based on the information received, the ARPP will then deliver a final opinion on the broadcast of the advertisement.

This opinion must be communicated to M6 Publicité at least 2 business days before the advertisement concerned is posted online.

For further information, visit: arpp.org.

8. ADVERTISER'S LIABILITY

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".

8.1. ALL ADVERTISEMENTS ARE POSTED ONLINE UNDER THE SOLE LIABILITY OF THE ADVERTISER.

The advertiser declares that the advertising production is lawful and does not any breach laws, regulations and practices governing audiovisual and digital advertising and communication. It shall hold M6 Publicité and the publisher harmless from all complaints and legal action on the part of any person, including 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 publisher harmless from any legal action that the third party company overseeing production may take in relation to the advertisement produced. The advertiser undertakes to comply with any changes made during the year to laws and/or regulations and/or interpretations made by administrative or judicial authorities that impact audiovisual and/or digital advertising and/or communication.

8.2. COMPLIANCE WITH APPLICABLE REGULATIONS ON DATA PROTECTION AND COOKIES

8.2.1. APPLICABLE DATA REGULATIONS

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.

8.2.2. THE PRINCIPLE OF PROHIBITED ACTS

The advertiser is fully aware that, without the prior approval of M6 Publicité and the conclusion of a specific agreement as set out in the following paragraph, the following acts are prohibited:

- any collection or recovery of personal data by any means whatsoever carried out on M6 websites;
- any reading and/or writing of cookies on user terminals on M6 websites (referred to as “users” or “data subjects”) or use of any technique allowing information to be stored on user terminals;
- any processing of personal data derived from these cookies and intended, in particular, to feed its own databases or those of any service provider and/or agent, partner and/or data processor cannot be carried out without prior authorisation by M6 Publicité.

In particular, the advertiser is hereby informed that any insertion or storage of cookies, tags, pixels, codes or any other tracker (jointly referred to as “cookies”) on user terminals within the framework of any advertising campaign entrusted to M6 Publicité (in particular during the execution of advertising orders) for any reason and purpose whatsoever is strictly forbidden. In this respect, the advertiser is deemed to be jointly and severally liable, even in the event that the operation concerned (storage, collection, processing of any kind) is carried out by one of the advertiser’s data processors or any third party authorised to act in such capacity.

M6 shall be entitled to check compliance with these obligations at any time and to ensure, by any means or technical or technological solution, that no cookies have been stored by M6 websites in breach of applicable data regulations.

8.2.3. EXCEPTIONS

A. Data collection and processing by advertisers authorised under a specific data agreement

If M6 Publicité agrees to the performance of any of the aforementioned operations by the advertiser, the parties shall be required to formalise the arrangement via a specific agreement (“specific data agreement”). To this end, the only data that may be collected via cookies by the advertiser (or “storer” as referred to below in this context) is user browsing information that is not directly identifying or identifiable regarding the content viewed on the M6 websites or services on which the relevant campaign is broadcast, for measurement purposes (statistics, analyses, reports, census, etc.) and/or to enable the advertiser to adapt its advertisements (depending on location or socio-demographic criteria in particular), or for any other purpose provided for in the specific data agreement, in compliance with applicable data regulations.

In particular, the advertiser cannot, under any circumstances whatsoever, collect and/or process data relating to users of “sensitive” M6 websites within the meaning of applicable data regulations or data concerning children under the age of 16.

Thus, before any cookies are stored, to enable the establishment of a specific data agreement, where applicable, the storer must provide M6 Publicité with all useful information regarding:

- the technical characteristics of cookies,
- the type of information collected via cookies,
- the purpose of collecting information via cookies,
- the recipient(s) of the information collected via cookies,
- the lifetime of cookies on the user terminal (it being specified that cookies cannot be stored on user terminals for longer than the legal duration of cookies in accordance with applicable data regulations),

■ data hosting and storage locations.

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, which the advertiser, its service provider and/or its agent expressly acknowledge and accept. In any event, if a specific data agreement is signed, the advertiser undertakes to respect the signals of consent or non-consent sent by M6 Publicité and to comply strictly with the obligations imposed under this specific data agreement.

In particular, the advertiser must ensure, in accordance with applicable data protection regulations, the security of the information collected following the storage and/or processing of cookies, adherence to the purpose of the information collected, non-use of the information collected by third parties other than the recipient(s) mentioned in the specific data agreement, the deletion of cookies following expiry of their lifetime, etc.

In the event of a breach by the advertiser of any of the aforementioned obligations and/or any applicable data regulations, M6 Publicité shall ask the advertiser to bring into compliance, disable or remove the cookies stored in connection with the execution of a campaign entrusted to M6 Publicité, or shall refuse to execute the advertising order for the relevant campaign, or suspend the campaign, if any cookies used in connection with said campaign have not been stored or used in accordance with the above rules. In this case, the advertiser shall be required to pay for the entire campaign as well as, where applicable,

technical costs and any compensation related to the storage or processing of the relevant cookies, without prejudice to any claims for reimbursement of damages and legal costs that may be filed by M6 Publicité on grounds of any breach of the advertiser's obligations.

In any event, M6 Publicité shall not be liable to pay for any compensation or indemnity to the advertiser or any third parties in the event of any malfunction related to cookies placed by the storer and/or in the event of the postponement or cancellation of the campaign due to the advertiser's breach of any of the aforementioned obligations or any applicable data regulations.

B. Onboarding advertiser data

> a. Offer description

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 ("onboarding offer"), for broadcasting on 6PLAY ("classic onboarding offer") and/or SEGMENTED TV ("segmented TV third-party data offer"), via M6 ADRESSABLE or any other solution allowing targeted advertising, the conditions of data processing are defined in this article.

i) The classic onboarding offer works as follows:

- 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");

- The data received is integrated into M6 PUBLICITÉ's DMP containing the e-mail addresses of M6 website users that have also been hashed/encrypted ("M6 database");
- M6 PUBLICITÉ identifies in its DMP any identical e-mail addresses between the advertiser database and the M6 database and creates a segment with the shared contacts;
- The advertiser's campaign is broadcast specifically on said segment via M6 PUBLICITÉ's ad server on the 6PLAY website;
- The segment is then deleted from M6 PUBLICITÉ's DMP at the end of the campaign.

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

- Using a secure channel, an advertiser sends a customer database via a file containing hashed/encrypted e-mail addresses to a trusted third-party partner of M6 PUBLICITÉ and/or its operator box partner; 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.

> b. Advertiser obligations

In this regard, 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.

> c. M6 PUBLICITÉ obligations

M6 PUBLICITÉ undertakes to:

- use data subjects' data only for the advertiser in question, for the purposes of segmentation and targeted advertising on M6 websites;
- not to use the relevant data to expand the M6 database;
- not monetise 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.

> d. 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.

8.3. 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 online advertising space.

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.

9. MATERIALS

9.1. THE ADVERTISER MUST COMPLY WITH M6 PUBLICITÉ'S TECHNICAL REQUIREMENTS REGARDING THE SUPPLY OF MATERIALS (e.g. advertising banner format). Additional technical services may be required and invoiced to the advertiser based on a quote accepted beforehand by the advertiser. If, for technical reasons, the advertising materials are unfit for broadcasting and/or the advertiser cannot provide another advertising format within the prescribed timeframes before the scheduled posting, the price of the campaign shall remain fully due by the advertiser as if broadcast had taken place.

During the campaign, M6 Publicité cannot be held liable for changes in the content of the advertising materials made by the advertiser or for any losses or damage suffered by the materials. Nevertheless, to guarantee optimum broadcasting quality, M6 Publicité may request further technical materials, where necessary, during the campaign. Delivery of the designs in the form of video ads and/or requiring the intervention of a service provider from outside M6 Publicité, where applicable, must take place no later than 5 business days before the first day of the campaign. "Classic" designs (that are not in the form of video ads and/or requiring the involvement of an external service provider) must be delivered preferably 5 business days before the start of the campaign and in any event no later than 3 business days before the start of the campaign.



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

9.2. IF THE DEADLINE FOR SUBMISSION OF THE MATERIALS IS NOT RESPECTED

, any errors or omissions in the online publication of the campaign shall incur the sole liability of the advertiser and/or its representative. This delay shall fully release M6 Publicité from the volume commitment over the contractual period and from compliance with the initial contractual schedule, but M6 Publicité shall invoice the entire volume reserved under the insertion order.

9.3. IN ADDITION TO THE FOREGOING AND DEPENDING ON THE CUSTOMER'S DELAY IN DELIVERING THE DESIGNS

M6 Publicité reserves the right to apply variable daily penalties to the customer, as follows:

- in the event of delivery of “classic” designs between 3 business days and 24 business hours before the start of the campaign, M6 Publicité shall not apply daily penalties to the customer;
- in the event of delivery of video ad designs and/or designs requiring the intervention of a service provider outside M6 Publicité, where applicable, between 5 business days and 24 business hours before the start of the campaign, M6 Publicité shall not apply daily penalties to the customer;
- in the event of delivery of any designs less than 24 business hours before the start of the campaign, M6 Publicité shall apply daily penalties amounting to €200. Any complaint relating to the posting of an advertisement must be made in writing, failing which it shall lapse within 4 days following publication of said advertisement.

In any event, delays will be dealt with in accordance with the provisions of the above paragraph.

10. ADVERTISING SPACE

M6 Publicité could be required to relocate or eliminate an advertisement for any reason beyond its control, particularly in the event of technical difficulty and generally in the event of force majeure. M6 Publicité shall inform the relevant advertiser and/or its agent. It is expressly agreed that M6 Publicité's liability shall in any event always be limited to the value of the advertising space invoiced.

11. SECTION SPONSORSHIP

11.1. COMPETITION

The sponsorship agreement is independent of the purchase of advertising space and does not rule out the presence of rival advertisers in advertising placements situated around the sponsored section and/or on the website on which the sponsored section is accessible, as well as the presence of rival advertisers in the editorial content of the relevant website and/or section.

11.2. SECTION MODIFICATION/CANCELLATION

In the event of a change that has an impact on the sponsorship operation and/or in the event of the cancellation of the section concerned by the sponsorship operation for any event attributable to the publisher of the website in question, M6 Publicité may offer the advertiser and/or its agent a compensation principle and, where applicable, shall invoice the advertiser in proportion to the elements described in the sponsorship agreement effectively published online, without the advertiser being entitled to claim compensation as a result.

12. INVOICING

12.1. 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, with a copy of said invoice being sent to its agent in the event that the agent is in charge of invoicing or payment.

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

12.3. Advertisements will be invoiced on a monthly basis.

12.4. Payment for the advertising campaigns broadcast shall be made 30 days after the invoice date of issue on the 10th 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 12 below. M6 Publicité reserves the right to request up-front payment, a bank guarantee or any other form of guarantee prior to any execution of the advertising order, 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 and/or up-front payment must do so no later than 10 business days prior to the first execution of the advertising order. M6 Publicité shall not award any cash discounts.

13. PAYMENT

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 payment orders and any late payment charges. The payment made to the agent by the advertiser shall not release the advertiser from any liability if M6 Publicité is required to issue 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.

For the purposes of receiving payments, M6 Publicité shall provide the advertiser and/or its agent with its IBAN bank account details.

In the event that the advertiser and/or its agent 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@m6pub.fr** for confirmation of said request. Only these two persons are authorised to confirm new bank details or any change in the bank details of M6 Publicité.

14. PRICES

14.1. Provided there is no express, written stipulation of an amendment by M6 Publicité, the applicable prices shall be those indicated on the purchase order (insertion order) signed by the advertiser or its agent.

14.2. M6 Publicité reserves the right to change the prices of advertising formats, particularly in the case of

scheduling linked to an exceptional event or changes to the media and/or formats offered by the advertising sales house. In such cases, M6 Publicité shall inform the advertiser or its agent of the change to the advertising medium and/or format and the applicable price. The advertiser that booked these spaces before the price revision shall keep the space at the previous prices. M6 Publicité shall not send the advertiser or its agent a new advertising order.

15. SALES REFERENCES

The advertiser hereby expressly authorises M6 Publicité to mention its name as a commercial reference.

16. CONFIDENTIALITY

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

17. 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 **m6pub.fr**

18. MISCELLANEOUS PROVISIONS

Campaign delivery statistics provided by M6 Publicité to the advertiser and/or agent shall be binding, regardless of the advertisement delivery medium (PC, IPTV, smartphone, tablet, etc.) and may not be contested by the advertiser and/or agent under any circumstances or in any manner.

The agent and/or the advertiser undertakes not to use tracking tools in order to make specific measurements of the performance of their campaign(s), with the exception of traditional tracking tools for counting impressions (tracking pixel) without the express prior approval of M6 Publicité.

Should M6 Publicité grant its authorisation for the exceptional use of such tools, the agent and/or advertiser and/or any authorised third-party provider responsible for the implementation and use of said tools undertakes to forward M6 Publicité all results and performance analyses obtained in connection with the campaigns delivered by M6 Publicité.

Where applicable, the name and type of tool concerned, the methods of using said tools and the intended purposes of the said tools and the intended use of the reports and data provided by these tools shall be determined in writing by agreement between the parties, it being specified that, in any event, the advertiser and/or the agent or any authorised provider in charge of these tools must comply with the regulations applicable in the area concerned (advertising data management).

19. M6 ADRESSABLE

19.1. M6 ADRESSABLE ON OPERATOR BOXES

Since the end of 2020, segmented advertising campaigns have been broadcast within the framework of Minimum Viable Products (MVPs) developed between TV channels and operators.

The end date of the MVPs depends on the signature date of the commercial agreements with the operators. These periods, which serve as a test and allow us to ramp up marketing, will end in a phased manner from the end of 2021.

The main developments regarding the MVPs are as follows:

- All time slots will be available.
- Several advertisements can be substituted within a single commercial break.

These features will not be available at the same time for all operators and there may still be differences in 2023.

Depending on the operator, not all positions in the commercial break can be substituted. This is particularly the case for advertisements positioned first in a commercial break.

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



Zone Interdite Spéciale Lady Di (M6) © S. Arnal/M6

SEGMENTS

The segmented offering proposed by M6 Publicité as part of the M6 ADRESSABLE ON OPERATOR BOXES offer is as follows:

■ **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)
- ◆ Socio-demographic profile* (age and gender)
- ◆ Géolife

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

- ◆ Minor/medium/major TV viewer
- ◆ Areas of interest - All channels** (20 segments available: cookery, DIY, football, fashion, pets, travel, etc.)
- ◆ SVOD consumers

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

- ◆ Weather
- ◆ Pollution peak
- ◆ Epidemic threshold

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).

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. 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.

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

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

19.2. M6 ADRESSABLE ON HBBTV SEGMENTS

The segmented offering proposed by M6 Publicité for the M6 ADRESSABLE ON HBBTV offer 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.

19.3. REMINDER OF THE 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.



05

**QUALITY
CHARTER,
DATA
PROTECTION
& ETHICS CODE**

M6 Publicité complies with the quality charter of the members of the SRI (Syndicat des Régies Internet), which includes 11 undertakings and 4 technical guidelines (see **sri-france.org**).

It provides clear and strict guidelines for the partners of member agencies in terms of quality of service, ethics and user-friendly services for Internet users.

M6 PUBLICITÉ IS COMMITTED TO

- joining the ARPP and respecting its ethical principles
- broadcasting advertisements only on websites clearly identified by name by the advertiser via its domain name
- not accepting advertisers from sectors where advertising is prohibited
- not broadcasting advertisements on illegal websites
- informing advertisers when advertisements are broadcast on pages whose content is created by Internet users without prior moderation (e.g. blogs, forums, chats, personal pages, etc.)
- informing the agency or advertiser of the launch of the campaign
- ensuring that the pages are delivered correctly during the campaign
- providing the agency or advertiser with a statistical report on campaign results
- only using the campaign results with the explicit agreement of the advertiser concerned
- refraining from operating spyware systems allowing the dissemination of advertising outside the relevant environments

M6 Publicité is committed to responsible online advertising, as evidenced by the granting of the **Digital Ad**

Trust label to **6play**, **RTL.fr**, **déco.fr** and **passeportsante.net**.

This label is being overhauled for 2023 and M6 Publicité is closely following any updates to these commitments.

M6 Publicité has also implemented the IAB's **Transparency & Consent Framework** across all M6 Group websites alongside all other members of the digital advertising industry in order to comply with the GDPR.

IN ADDITION, M6 PUBLICITÉ UNDERTAKES TO OBSERVE THE FOLLOWING WATCHPOINTS

- keeping youth content free of advertising with inappropriate content for minors, in particular for the entertainment sector (e.g. cinema, video games), products and services such as dating sites, health and beauty (e.g. products related to sexuality), sports betting, etc.; in this regard, advertisers are informed that subscription to the 6play website is no longer available for under 16 year olds;
- ensuring, on a voluntary basis, that the charter for promoting healthy diets and behaviours in audiovisual programmes and advertisements (2020-2024) is applied, which provides that the advertising sales houses of volunteer digital operators shall:

- ♦ offer appropriate pricing conditions 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 order to allow access to available advertising offers;
- ♦ undertake to use their best efforts to grant Santé Publique France health messages delivered via general interest campaigns aimed at promoting healthy eating and physical activity a specific flat-rate negotiation adapted throughout the year according to the available offers;
- ♦ ensure delivery of advertising impressions spread optimally over the entire campaign period booked;
- ♦ play an active role in the suppression of hacking and illegal websites (in particular as a signatory of the 2015 **“Charter of good practices in advertising for the respect of copyright and related rights”**), thereby guaranteeing advertisers an optimal level of security.



SMART 6TEM SÉCURE: THE CHARTER THAT GUARANTEES THE TRANSPARENCY, CONTROL, INTEGRITY AND SECURITY OF YOUR DATA

As part of the trust relationship it maintains with Internet users, M6 Publicité is particularly committed to protecting their data, in particular through the following measures:

- by informing Internet users, clearly and continuously, about the use of their data and by obtaining their consent within the framework of applicable regulations;
- by giving them the possibility, at any time, to permanently delete their data, by rendering their data secure at all stages of its use and by collecting only useful and relevant data.

CODE OF ETHICS AND PROFESSIONAL CONDUCT

M6 Publicité declares that, in relation to the execution of these Standard Terms and Conditions of Sale, 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).

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.)



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