General terms and conditions for national advertising

1. Orders from agencies and advertising customers (PRINCIPAL) to carry out advertising in cinemas in Switzerland and Liechtenstein with advertising films and cinema spots as well DOOH-Cinema, 4DX, ScreenX and standing cinema spots shall be executed by Weischer.Cinema Schweiz GmbH, Zurich office (CONTRACTOR) solely on the basis of the following General Terms and Conditions for Distribution (GTC).

2. Deviating general terms and conditions of the PRINCIPAL shall require express written confirmation from the CONTRACTOR. The GTC shall also apply if the contract is executed without reserve in full knowledge of contradictory general terms and conditions of the PRINCIPAL. The GTC shall also be an integral part of this contract when no express reference is made to its inclusion in individual cases within the scope of an existing business relationship between merchants.

3. On the basis of the order granted to the CONTRACTOR, the CONTRACTOR shall commission the responsible cinemas in its own name and at its own expense. Contracts between the CONTRACTOR and PRINCIPAL shall come about only with written confirmation or execution of the order. Order confirmations shall be subject to the resolutory condition that the respective cinema refuses to execute the order and that the CONTRACTOR immediately communicates this to the PRINCIPAL. Confirmation of the insertion dates shall be subject to the condition that this can be unilaterally postponed by the CONTRACTOR if necessary due to limited scheduling options in the respective cinema. Unless agreed otherwise in writing, the CONTRACTOR shall be entitled in this case to rebook in another cinema of the same class which is available at the agreed time.

4. All prices are showing prices for cinema booking. The production of the advertising material required for the advertisement shall be indicated and calculated separately. Prices and costs exclude VAT and other information in the statutory amount applicable at the time of invoicing. The prices shall apply for the screening in all regular screenings. Lunchtime cinema screenings may occasionally take place without any advertising; there is no entitlement to the broadcast of advertising in these screenings.

   Unless otherwise agreed in writing, invoices of the CONTRACTOR shall be due for payment immediately upon receipt or at the latest with the payment deadlines indicated on the invoice, without deduction. In the event of payment default, the CONTRACTOR shall be subject to default interest in the amount of 5%. The CONTRACTOR may also send additional reminders to the PRINCIPAL. The client shall bear the cost of CHF 15.00 per reminder. Any assertion of higher claims for damages shall remain reserved. If the PRINCIPAL falls into default or there are justified doubts in its capacity to pay, the CONTRACTOR shall be entitled to make further showings dependent on advance payment of the sum and on settling open invoice sums. The CONTRACTOR can request advance payment of the invoice sum when new customers place orders. The tariffs may be adjusted at any time and shall also come into force for existing advertising contracts; however, the CONTRACTOR shall be obligated to communicate the tariff changes to the Customer in a suitable form. If the price increases, the PRINCIPAL shall have the right to withdraw from existing advertising orders. The price increase shall be deemed to have been acknowledged if the Customer does not object to it in writing within 5 days of receipt of notification. Silence on the part of the Customer shall be deemed to be acceptance.

5. Any changes in length made by the PRINCIPAL after concluding a contract shall not change the total order volume. The insertion dates may also be postponed several times within a calendar year. However, dates may only be postponed once per calendar year to the following calendar year. The prerequisite is that the CONTRACTOR presents an application for postponement in writing at least three weeks before the original insertion date. The change in date shall only be valid if the CONTRACTOR confirms the new insertion date in writing. By agreeing to a postponement, the postponed date shall become a firm order under exclusion of a right to cancel. In the case of postponements across the year, the cinema selection may change, but the budget shall remain the same.

6. In the case of film or cinema-related orders on the basis of “Individual visitors”, the booked visitor number shall be the subject of the order. The weekly running time shall not be the subject of the order in this case. Cinema bookings with the price basis of individual visitors shall require a visitor target which leads to an expected running time of at least 4 weeks in the booked cinemas. In the case of price bookings on a weekly fixed price basis, the running time shall be a binding component of the order. The advertisement shown be shown in every regular screening in either the film of choice or in the booked cinema. Special events (customer events, topic specials) shall not apply in this case.

   3D advertising shall only be possible in relation to a film.

7. The exclusion of competitors shall not be guaranteed.

8. The PRINCIPAL shall deliver the image and sound data as per the production conditions for the production of advertising material (DCPs) by 11.59 pm no later than 3 working days before insertion begin during to the CONTRACTOR or to one of the institutions commissioned by the CONTRACTOR. In the case of orders with more than ten motifs, ad specials and DOOH Cinema, the image and sound data must be received by the CONTRACTOR no later than 6-20 working days before insertion begin. In the event of late delivery, the additional processing costs shall be calculated and no liability for proper and timely showing shall be assumed. Only DCPs produced via the CONTRACTOR shall be used. The manufacturing for the costs of the DCPs shall be based on the currently applicable production price list.

9. The PRINCIPAL shall guarantee the legality of the content of the advertising material and its compatibility with the provisions of the Swiss Commission for Fairness in Commercial Communication. In the process, the delivered sound mixture for the cinema advertising may be a maximum of 82 LEQ DOLBY. If this is exceeded, there shall be a corresponding volume adjustment for an additional charge in accordance with the production price list. The further admissibility of the content of the advertising material, in particular tobacco and alcohol advertising, shall be in line with the statutory regulations of Switzerland as well as the particular cantonal statutory regulations. The PRINCIPAL also undertakes to ensure that every delivered cinema spot is registered with SUISA and contains a corresponding SUISA No.

10. Complaints due to substandard insertions must be immediately made by the PRINCIPAL in writing to the CONTRACTOR at the latest within 10 days of the agreed screening day by specifying the theatre, the cinema, the main film of the screening, the day and the showing time. If the cinemas do not undertake or undertake defective insertions from the CONTRACTOR for reasons for which it is not responsible, the CONTRACTOR as well as its statutory representatives and employees shall not be liable. In this case, the CONTRACTOR shall also not be obligated to reimburse any payments received. The CONTRACTOR's obligations shall be limited to assigning any claims asserted against the cinemas to the Principal.

    If the showing cannot take place in a stipulated theatre for reasons for which the MARKETER is not responsible, the MARKETER shall be entitled to execute the order in another theatre selected by the PRINCIPAL or in a similar theatre.

    If the CONTRACTOR does not adequately fulfil the order, the PRINCIPAL may only demand a proper replacement showing from the CONTRACTOR if no firm business has been agreed. If the replacement screening does not take place within a reasonable period or is also not perfect, the CONTRACTOR shall guarantee at its discretion a price discount or reversal of the order. The liability of the CONTRACTOR to remuneration shall be excluded to the extent permitted by law and restricted to the contractual-typical, foreseeable damages in every case. Indirect loss and lost profit shall not be replaced. The CONTRACTOR shall not be liable for any agents employed. In particular, the CONTRACTOR shall also not be liable for ensuring that the advertising corresponds to official and statutory regulations. If age-related restrictions have been ordered in the applicable authorisation permits, no compensation shall be offered for postponements caused by this. The CONTRACTOR shall also not be liable if the theatre owners unilaterally insert advertising which exceeds the booked time period. Finally, the CONTRACTOR shall also not be liable if further showings are prohibited by a judicial decision and it has immediately communicated this in writing to the cinema owners. The PRINCIPAL shall release the CONTRACTOR and the cinema from all third-party claims which are well-founded due to infringements of property rights or for other reasons for which the PRINCIPAL is responsible at first request. Any defence expenses arising from such claims shall be borne by the PRINCIPAL. The CONTRACTOR'S entitlement to payment of the agreed remuneration shall remain unaffected in all the above cases. Information about population and seating numbers as well as weekly screenings shall be provided without liability.

11. Confirmations of dates by the CONTRACTOR shall only lead to firm business if the booking is expressly described as such in the order confirmation. Observance of an agreed date, the fulfilment of all obligations of the PRINCIPAL shall take precedence, including the provision of an agreed advanced payment. If the CONTRACTOR is responsible for not observing deadlines or finds itself in default, the PRINCIPAL shall be entitled to default interest in the amount of 0.5% of the invoice value for every week of the default, in total up to a majority of 5% of the insertion order concerned. Any additional claims shall be excluded if the default is not based on major negligence and/or intent. Events of force majeure shall release the CONTRACTOR, with the exclusion of any claims to compensation or any other rights of the PRINCIPAL, from its obligation to perform and entitle it to withdraw from the contract fully or in part for the duration of the obstacle. Force majeure shall be deemed equal to certain circumstances which make the execution of the order uneconomical in the near future and unreasonable for the CONTRACTOR.

12. The Principal can withdraw from the contract in writing up to start of the insertion/campaign start. In this case, the Contractor shall be entitled to request flat-rate compensation. In the event of withdrawal/cancellation, this compensation shall be as follows:

    more than one week before insertion begins, 50%
    less than one week before insertion begins, 100%

    of the net value of the respective advertising order. Presentation deadlines of up to eight weeks shall apply for particular exclusive formats. Delayed cancellation shall not release you from the obligation to pay.

13. The PRINCIPAL may only be invoiced for claims which are undisputed, recognised by the CONTRACTOR or deemed to be legally binding. The PRINCIPAL shall also not be entitled to the right of retention or right to refuse performance due to contested counter-claims.

14. The CONTRACTOR shall be entitled to use the respective advertising film in digitised form in databases. This shall apply in particular to input, storage and/or making said film available. Furthermore, the CONTRACTOR reserves the right to transfer the files for the purpose of acoustic/optical perception, reproduction and/or distribution, and/or making them accessible in return for payment or free-ofcharge. In this context, this shall include the right to offer, transmit and make the respective advertising film available to the public by intangible means or to have this done, and the existing rights to it in accordance with the content of the order.

15. If there are regulation loopholes in the contract or in these GTC, the agreed legally valid regulations on fulfilment which the contractual partners have agreed in accordance with objective of the contract and these GTC, the regulation loopholes would be known to them.

16. Orders shall be subject to Swiss law. The place of performance shall be Zurich. The place of jurisdiction shall be Zurich, or, at the choice of the CONTRACTOR, the domicile of the PRINCIPAL.

17. Weischer.Cinema Schweiz (WEISCHER.CINEMA) shall be freed from the obligation to perform if the cinema owner refuses the screening. In this case, WEISCHER.CINEMA shall be entitled to book another similar cinema as a replacement. Weischer.Cinema Schweiz shall not be liable for the content of the advertising material; instead, the Customer itself shall be liable.

18. THE CONTRACTOR shall be entitled to change the GTC at any time. They shall be published on www.weischer-cinema.ch and communicated to the PRINCIPAL and the agencies with pending advertising orders. The changes shall be deemed to have been approved without written objection within 14 days of communication.

19. The client is responsible for ensuring that the advertising material delivered for publication complies with the applicable legal regulations. This also includes all transparency and labelling obligations for AI-generated or AI-manipulated content.

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

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