

General Terms and Conditions

Media Master, s.r.o. (hereinafter, "Media Master") has the authority to close business contracts for the broadcasting of advertisements of any nature on the Czech Radio channels (nation wide and regional stations). Contracting parties agree that their mutual business relations will follow the § 262 article.1 of Commercial Legal Code.

C and A (Contracting and Acquisition) procedure

1. Orders from natural persons or legal entities, can be accepted only with the precise name of the order party, residence (address) and ICO, advertising agency has to enclose written exclusive authorization by the client together with the designation of the products to which the authorization relates. Orders can be accepted only with proper statement of client's name that requests the campaign airing together with promoted products or services.
2. An order party assumes complete responsibility for the contents of the advertising broadcast and releases MEDIA MASTER and Czech Television from all claims of any nature made by third parties, especially claims made in connection with the provision on unfair competition and copyrights.
3. Through his submission of an order, an order party undertakes to deliver all information's related to rights of performing artists, as well as other rights related to appropriate use. When so requested by Media Master, an order party is under the obligation to document these facts by means of conclusive documentation. An order party will undertake to deliver, together with the commercial, the complete music cue sheet. Exemptions are made for cases when the order party delivers an affidavit by a domestic composer of music (name, author of music, author of music, author of dresser, singer, orchestra, music editor, and length of music). Order party claims that in neither any spot nor sponsoring message content voice of the moderators or journalists of news programs. Also proclamation that music doesn't include any part with copyright.
4. An order party will provide MEDIA MASTER with a commercial the content and method of implementation of which is in accordance with the laws of the ČR, with radio broadcasting standards, and with regulations relating to radio broadcasting. Objednavatel je zodpovědný za správnost a pravdivost spotu a za jeho soulad s příslušnými právními předpisy. The order party is responsible for correctness and verity of spot and its accordance with the corresponding laws. The order party approves and agrees of broadcasting the spots also on Internet in case the radio program will be transmitted on such a medium.
5. Material for broadcasting provided by the order party (schedule of broadcasts of commercials, their media, and music cue sheet), must be delivered to Media Master by the order party no later than 3 working days before the first planned broadcast. Materials must be delivered on DAT cassette or in electronic format MP3. ON DAT cassette the safe copy must be added. MP3 format had to be sent to SPOTY@MEDIA-MASTER.CZ. In case Materials will be delivered after the deadline, which is 3 working days before broadcasting Media Master has the right to charge a cost for express delivery.
6. An order party can order the production of spot. The groundwork must be delivered to Media Master 10 days before broadcasting latest.
7. Media Master is to store video and audio media begins upon their receipt, and is terminated 12 months after their final airing. After this period has elapsed, Media Master has the right to destroy the aforementioned media. During the storage period, Media Master guarantees the broadcasting material only up to the value of the purchase price of the actual media.

Reservations - Cancellation of a Contract

8. Media Master, depending on the decision of Czech Radio, reserves the right to reject an order.
9. Media Master reserves the right to cancel an already closed contract if:
 - a. After juridical verdict of Media Master the commercial spot is contrariety to law,
 - b. The broadcasting is not allowed from programming reasons,
 - c. Order party is in delay with pay off,
 - d. Order party does not deliver broadcasting material in time, or material doesn't correspond with technical conditions.
10. A written order is the condition for the reservation of broadcasting times if it is not covered in yearly contract in different way.
11. Media Master will receive orders for the period determined by the Rate card.
12. Order for exclusive campaigns must be delivered to Media Master up to 8 weeks latest, order for other campaigns up to 4 weeks, before first broadcasting.
13. Media Master will prepare a proposed broadcasting contract immediately upon its receipt of an order, but no more than 5 working days later. A confirmed proposed contract, prepared by Media Master, must be returned within 5 working days of its delivery. All proposals for contracts, which are not confirmed in writing by the stated deadline, will be automatically canceled.
14. In case that an order party wishes to cancel the confirmed airing of a commercial, he must do so by sending a written announcement, which must be delivered to MEDIA MASTER not later than 6 weeks before the airing of the commercial in question. If he does not meet the deadline, he is obligated to pay a contracting penalty in the amount of 100% of the price stated in the contract.

Broadcast and Price Conditions

15. Commercials are invoiced in accordance with valid Media Master Rate card valid in time of contract confirmation. Price of individual commercial can be increased by surcharges for spot position or decreased by discounts (mediabuyers discount, discount for sponsoring, teletext, summer period, ...)
16. Prices in the Rate card and the performing honoraria of composers do not include the valid basic rate of VAT. All prices stated in the Rate card are part and parcel of these General Terms and Conditions. Any changes in the Rate card must be published at least one month before they become effective. Because of a price change, an order party can cancel a contract. This cancellation must be executed in writing. Media Master reserves the right to withdraw from an already closed contract if an order party does not accept the price changes.

17. The basis for the calculation of the price for broadcasting is the length of the commercial as specified in the valid Rate card. When the length of the commercial which is stipulated in the Rate card as the basis for the calculation of the broadcasting price is exceeded, the next longer commercial segment is used.

Agency commission, surcharges, discounts

18. An advertising agency is entitled to agency commission in the amount of 15% of the total sum (i.e., Rate card prices with possible surcharges or discounts and with a reflection of possible volume discount figured in).
19. A surcharges are levied in following cases:
- a. Special break opening 10%
 - b. Special operations individual negotiation
 - c. Presentation of a product, service or name of another client in the commercial 15% for each product

20. The basis for calculating a possible volume discount is created by the total contracting price for a certain advertiser's broadcasts during the course of one calendar year. Syndicate rebates can be extended only under special conditions. Sponsorship is calculated into the total initial sum for quantity rebates.

Terms of payment

21. Invoices (tax documents) are made out after the end of the tax period (calendar months), on the condition that Media Master reserves the right to make out the invoice during the course of the month, in case that the broadcasting of the commercial was concluded by the 20th day of the month.
22. Before the first broadcast, Media Master can request that a deposit be paid.
23. Invoices are due within 14 days following the end of the billing period. Maturity of invoice is understood as a transfer of due amount on the Media Master bank account. The interest for late payment for each day of delay is 0,05 % of the invoiced sum.
24. Media Master reserves the right not to start an ordered and confirmed broadcast, and/or to interrupt a broadcast, which has already been started, in the event that the order party does not fulfill his financial obligations towards Media Master. Further, an order party is responsible in such a case for damages, which will, through the aforementioned non-fulfillment, be incurred by Media Master.
25. Direct payments made from abroad are made in Euro or US Dollar, in an amount corresponding to the contracting sum, converted according to the official exchange rate stated by CNB on the billing date. Exclusively the order party pays banking fees pursuant to the transfer of contracting sums from abroad. The issuing of a check or draft without the appropriate transfer to the account cannot be considered to be a payment.

Responsibility for damages

26. Order party has a duty to set up a claim to faulty broadcast in written in a period up to 1 month after the commercial's airing. After this period Media Master is not bound to accept optional claims settings to faulty in broadcasting.
27. Commercial airing is fault if it was not broadcasted at all or in bad quality.
28. In case order party sets up the claim in time has title to compensation in discount from airtime price. The set up claim is not possible to change without agreement of Media Master.

Final Treaty

29. The contract sides commit themselves not to spread information obtained during cooperation to avoid damage of contract partner.
30. Other given conditions that differ from general conditions must be done in written.
31. A Czech and an English version of these General Contracting Conditions are obligatory. In the event of a dispute, the Czech version is decisive.
32. These conditions are part and parcel of the contract signed up between Media Master and order party. In the event of a dispute, the contract is decisive.
33. This agreement follows the juridical frame of Czech Republic and optional causes that will not be solved expiratory will be arbitrated by Economic chamber of CR and Agrarian Chamber of CR after valid rules of arbitrator judicature with three umpires. Place of arbitrary is Prague.
34. All relationships not covered in the General Contracting Conditions are governed by the valid laws of the Czech Republic

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