

Clear Channel Switzerland

General terms and conditions

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General terms and conditions of business for airport advertising

Valid from 1st January 2017

These general terms and conditions of business (GTCs) are applicable to Clear Channel Schweiz AG, hereinafter referred to as CC. They govern the contractual relationships between the person or body mandating the advertising (customer) and CC for leasing contracts for advertising surfaces in Swiss airports as well as for other megaposter mandates. They are an integral part of the leasing contract for advertising surfaces from CC. In the event of any dispute, the German version is definitive.

1. Contractual partner

The contractual partner of CC is the customer, even if an agency operates on his behalf and his account. In such cases, the invoice will be issued to the customer and sent to the agency for forwarding. Should the contract be concluded by an agency, this agency is responsible for the performance of the contract.

2. Form and conclusion of the contract

The contract, including all ancillary agreements, is considered as binding and these present GTCs as having been accepted in full by the customer once the customer and/or the authorised agent has signed the contract or if the customer and/or the authorised agent does not reject the contract in writing within 14 days of the date of issue of the order confirmation from CC. Quotations by CC are subject to change at any point.

CC reserves the right to withdraw from the mandate without stating a reason or to make execution dependent on advance payment, even in the case of mandates already confirmed. In particular, CC can withdraw either partially or wholly from signed contracts should the completion of the mandate not be possible due to legal or regulatory reasons or ones related to structural engineering/technology or permits, or should the owner of the advertising surfaces not accept the placard. In addition to other contractually agreed reasons for termination, CC reserves the right to withdraw from the contract if the customer fails to fulfil his contractual obligations or if, in the opinion of CC, the advertisement is defective in terms of subject or legal aspects. In such an event, the customer is not in a position to make any claims against CC and he is obliged to reimburse in full any costs which have been incurred up until the withdrawal.

Illustrations, measurements or any other technical data are only binding insofar as this has been specifically agreed in writing.

3. Content of the contract

The contract contains the following points: the name and address of the customer and where applicable his agency or any agent authorised to enter into contracts; the site list; the commencement date and duration of the mandate, notice period; subject of the advertisement; posting or rental price; rates; additional services as set out in Clause 4, fees and special agreements (e.g. option to extend the contract, automatic extension of contract).

4. Posting price, additional services and costs

The posting price is based on the corresponding valid offer, the price list or the sales documentation of CC. All prices are quoted in Swiss francs. Value-added tax (VAT) will be added onto the price for customers domiciled in Switzerland. In addition to the relevant applicable price, the following costs will also be charged: any and all stamp duties; cantonal fees; police permits; postage and transport costs; production costs; assembly and dismantling costs; storage costs; customs clearance costs for advertising material which is delivered from abroad; costs for covering advertising spaces after the expiration of the posting period where required; gluing of strips, covering and substituting advertising spaces etc. and additional costs due to delays in the delivery of advertising material etc. The customer is responsible for the insurance of the advertising medium.

5. Validity of prices, price lists or confirmation of mandates

Prices can be changed at any time. If the contract makes provision for tacit extension, price adjustments will be made on the basis of a separate contractual agreement. Any public charges or taxes for advertising displays during the contractual period will be borne by the customer.

6. Changes in orders or deliveries

CC reserves the right to bring forward or put back the beginning of the posting period for technical reasons for an unspecified period of time, as is deemed necessary. Should poster sites be permanently or temporarily unusable or unavailable for other reasons (classic hoarding formats, brandings, megaposters, other special surfaces etc.), the customer or his representative will be given suggestions for replacement sites. Should no replacement sites be available, the customer will receive a credit note for the relevant amount. The customer cannot derive any rights to damages or the suspension of the mandate on the grounds of the changes mentioned in this clause. CC reserves the right to leave the posters on the boards past the end of the billposting period, should the customer not expressly forbid this. The customer will be informed without delay should the posting of advertising material be interrupted or totally suspended or should the posting according to the conditions set out in advance be impaired due to damage, operational reasons or force majeure. The suspension or impairment does not give the customer the right to either withdraw from the contract or claim for compensation for direct or indirect damage.

7. Extraordinary change of subject

A change of subject on the fixed change dates is included in the billposting price. Additional changes of subject within the billposting period are executed if possible. The charges are levied as shown on the production sheet for the corresponding advertising medium.

8. Production specifications, materials and measurements

The production data which feature on the production and printing specifications document that was submitted apply to the corresponding advertising medium. CC declines any responsibility for posting defects which are related to the insufficient quality of the printing materials and/or poor production quality, for which the customer is responsible.

9. Conditions set out by the proprietor for special advertising surfaces

Should the preparation of special advertising surfaces require particular technical or construction-related measures, the special conditions set out by the corresponding proprietor of the advertising surfaces also need to be taken into account – for example "The general terms and conditions for client-specific advertising surfaces within the buildings of Unique Zurich Airport (Flughafen Zürich AG)" and "The General Terms and Conditions of Basle-Mulhouse-Freiburg EuroAirport".

10. Poster delivery

The posters (including replacement volume) must be delivered, postage paid, to the delivery address provided in the order confirmation in good time before the beginning of the posting period. The customer is liable for any consequences of late delivery of the posters (see Clause 4). If the posters cannot be posted due to late delivery, the customer must still pay the full posting costs.

11. Liability for stored posters

CC does not accept any liability whatsoever for posters stored by CC or its representatives. CC may dispose of all posters left over after the end of the billposting period whose return is not explicitly requested by the customer.

12. Responsibility for the form and subject of posters

The customer alone is responsible for the form and lawful subject of the posters and for compliance with all corresponding rules. If its posting is forbidden by official regulations or the covering up of the posters is ordered after they have been posted, the customer must still pay the full posting price. The customer must also bear any costs which arise from covering or exchanging the posters (see Clause 4).

13. Advertising statistics

At the end of an advertising campaign, CC provides the information required to prepare the industry-standard advertising statistics to one or more specialised institutions. The customer can obtain these statistics from the institutions in question.

14. Complaints

CC must be advised without delay and in writing of any complaints that a mandate was not carried out satisfactorily. No complaints are accepted after the end of the posting period.

15. Guarantee/liability

CC guarantees that the posting will be carried out as stated in the contract. Excluded from this guarantee are defects and problems for which CC is not responsible, such as force majeure, climatic or environmental influences and damage/defects caused by third parties. The liability of CC or of its agents for indirect damage (such as loss of earnings, extra work, loss of profit, failure to make savings, additional expenditure etc.) is explicitly excluded.

16. Payment terms

Invoices are issued at the beginning of the posting period, unless otherwise agreed. Payment must be received in the currency of the invoice within 30 days of the invoice date without any deductions/discounts.

In the event of late payment by the customer, CC is entitled to charge reminder fees.

17. Discounts

CC gives discounts as set out in the applicable price lists. The customer confirms that it is satisfied that all parties that it deals with (including advertisers with whom it deals directly) in the outdoor advertising market are aware of the fee and rebate arrangements which operate in that market. The customer notes and approves the fact that in the invoice to the customer, CC may show, and list as a deduction, a mandate-related advisory fee if the mandate was received from a person or agency entitled to commission (broker), or that CC may pay a mandate-related fee to such a person or agency (broker) who arranges a mandate. The broker pays this mandate-related fee to the customer unless the latter explicitly waives this fee. The mandate-related advisory fee (AF) currently amounts to 5% of the net price. No AF is paid on the additional costs charged as set out in Clause 4. CC may enter into other contractual relationships with agencies/brokers independent of individual customer mandates.

18. Data protection

The customer notes and approves the fact that Clear Channel companies in the USA may process the data pertaining to the business relationship in question in order to ensure the efficient processing of data within the Clear Channel Group. While the USA does not have data protection legislation comparable with that in Switzerland, an adequate level of data protection is guaranteed by the data protection agreement with the Clear Channel companies in the USA.

19. Confidentiality

The contracting partners undertake to treat all information that is not generally or publicly available as confidential throughout the term of the contract and after the contract has ended.

20. Legal Compliance / Anti-Corruption Clause

The contracting partners shall comply with all applicable laws including any provisions to prevent corruption. The contracting partners shall in particular also ensure that all necessary and appropriate measures are taken to prevent corruption and that neither directly nor indirectly inappropriate benefits or other advantages, in any form whatsoever, are offered, provided, granted or accepted by third parties, employees and/or members of the management of the other contracting partner including relatives and companies affiliated with the other contracting partner.

A breach of this provision shall be considered a severe breach of the contract.

21. Special agreements

Any agreements that deviate from these GTCs are only valid if confirmed by CC in writing.

22. Applicable law and place of jurisdiction

All legal relationships between the customer and CC shall be governed by substantive Swiss law. The place of jurisdiction is Zug. However, CC is entitled to take legal action against the customer in the court of his jurisdiction or in any other competent court.

23. Final provisions

These GTCs replace all previous versions. CC reserves the right to make amendments to these GTCs at any time.

General terms and conditions of business for digital advertising displays

Valid from 1st January 2017

These general terms and conditions of business (GTCs) are applicable to Clear Channel Schweiz AG, hereinafter referred to as CC. They govern the contractual relationships between the person or body mandating the advertising (customer) and CC for digital advertisements on electronic advertising media provided by CC for the purpose. They are an integral part of the contract with CC. In the event of any dispute, the German version is definitive.

1. Contractual partner

The contractual partner of CC is the customer, even if an agency operates on his behalf and his account. In such cases, the invoice will be issued to the customer and sent to the agency for forwarding. Should the contract be concluded by an agency, this agency is responsible for the performance of the contract.

2. Form, conclusion and termination of the contract

The contract, including all ancillary agreements, is considered as binding and these present GTCs as having been accepted in full by the customer once the customer and/or the authorised agent has signed the contract or if the customer and/or the authorised agent does not reject the contract in writing within 14 days of the date of issue of the order confirmation from CC. Quotations by CC are subject to change at any point.

CC reserves the right to withdraw from the mandate without stating a reason or to make execution dependent on advance payment, even in the case of mandates already confirmed. In particular, CC can withdraw either partially or wholly from mandates should the completion of the mandate not be possible due to legal or regulatory reasons or ones related to structural engineering/technology or permits, or if the owner of the location does not accept the advertising display. In addition to other contractually agreed reasons for termination, CC reserves the right to withdraw from the contract if the customer fails to fulfil his contractual obligations or if, in the opinion of CC, the advertisement is defective in terms of subject or legal aspects. In such an event, the customer is not in a position to make any claims against CC and he is obliged to reimburse in full any costs which have been incurred up until the withdrawal.

3. Content of the contract

The contract contains information specific to the mandate and is supplemented by these GTCs.

The customer grants CC the non-exclusive right, lasting only throughout the term of the contract, to use the content of the digital advertising display free of charge to enable CC to fulfil its contractual obligations. The right of use includes, in particular, the right to play, broadcast, transmit, reproduce, distribute, amend, update and the like.

4. Price, additional services and costs

The fee is based on the valid price list or sales documentation of CC. All prices are quoted in Swiss francs and are exclusive of value-added tax. The fee covers only the service of broadcasting the advertising display as well as the number of visual changes of subject mentioned in the price lists. Additional visual changes within the agreed broadcasting period will be executed where possible and will be subject to the additional costs specified in the price lists. In addition, the following costs will also be charged: taxes and charges; delivery costs; additional necessary programming costs specific to the mandate; additional costs incurred due to late delivery of the advertising display or non-compliance with requirements in terms of subject and/or technical aspects or the like.

5. Validity of prices, price lists or confirmation of mandates

Prices can be changed at any time. If the contract makes provision for tacit extension, price adjustments will be made on the basis of a separate contractual agreement. Any public charges or taxes for advertising displays during the contractual period will be borne by the customer.

6. Production and delivery of advertising displays

The customer is responsible for the production and delivery of the digital advertising display, and the customer must comply at all times with requirements in terms of subject and technical aspects, standards, specifications and conditions (collectively "specifications") which are published on CC's website. CC may update the specifications at any time.

The advertising display shall be delivered in good time (at the latest 72 hours) prior to the beginning of the broadcasting period to the delivery address stipulated in the contract or order confirmation. The customer shall ensure, using appropriate means, that the advertising display does not contain any viruses, trojans or the like, otherwise he shall be liable for any damage.

Should the customer fail to comply with the specifications, CC may, at its own discretion, either correct the advertising display or ask the customer to do so. In the meantime, CC may refrain from broadcasting the affected advertising displays, with the customer not entitled to invoke claims against CC. The customer bears responsibility and is liable for any consequences and expenses arising as a result of failure to comply with the specifications and/or delayed delivery of the advertising display. If the customer fails to deliver the advertising display, or delivers it incorrectly, CC will be entitled to broadcast the advertising display that has been corrected and/or delivered late for the remaining time, or to suggest alternatives to the customer, or to withdraw from the contract against full indemnification.

7. Responsibility for the subject and form of advertising displays

The customer alone is responsible for the lawful subject and form of the advertising display and for compliance with all corresponding rules. The customer ensures that he has the right to broadcast the advertising display without interruption.

If the broadcasting of the advertising display is forbidden by the authorities, the customer must still pay the full price. Costs incurred in this way shall be borne by the customer.

8. Liability for advertising media

CC does not accept any liability whatsoever for advertising media delivered to it. After the broadcasting period ends, CC may dispose of advertising media whose return is not explicitly requested.

9. Broadcasting

CC ensures, using appropriate means, that the digital advertising media have an availability of not less than 90% of the agreed broadcasting period during the term of the contract. In the event of this being repeatedly undershot, for which CC is responsible, at the discretion of CC the customer will receive a pro rata credit note, calculated based on the time lost, or CC will extend the broadcasting period accordingly. The customer is nevertheless obliged to pay the agreed fee.

CC reserves the right to bring forward or put back the beginning of the broadcasting period for technical reasons by the period of time deemed absolutely necessary. Should advertising media be permanently or temporarily unusable or unavailable for other reasons the advertising media will be replaced by another suitable site without consulting the customer in advance. Should it not be possible to provide replacement sites, the customer will receive a credit note for the relevant amount. The customer cannot derive any rights to damages or the suspension of the mandate on the grounds of the changes mentioned in this clause.

10. Advertising statistics

At the end of a broadcast, CC provides the information required to prepare the industry-standard advertising statistics to one or more specialised institutions. The customer can obtain these statistics from the institutions in question.

11. Terms and conditions of cancellation

The following terms and conditions of cancellation are valid in the event of a withdrawal of a mandate, up to the day before the broadcasting period for all digital advertising contracts, except "Full Branding" (booking of all slots of a network):

- 10 until 6 weeks before the start of a broadcast: 50% of the fee
- less than 5 weeks before the start of a broadcast: 100% of the fee

Partial cancellations and postponements to subsequent periods are regarded as cancellations.

For digital "Full Branding" advertising contracts, 100% of the fee is payable under the terms of clause 2.

12. Guarantee, complaints and liability of CC

CC guarantees that the digital advertising display will be carried out as stated in the contract.

CC must be advised without delay and in writing of any complaints that an advertising display was not carried out satisfactorily. No complaints are accepted after the end of the posting period and the guarantee is no longer valid.

Excluded from this guarantee are defects and problems for which CC is not responsible, such as force majeure, damage/defects caused by third parties, deliveries and services from third parties.

CC is liable only for gross negligence or wilful damage. The liability of CC or of its agents for indirect damage (such as loss of earnings, extra work, loss of profit, failure to make savings, loss of data, additional expenditure etc.) is explicitly excluded, as far as this is legally permissible.

13. Payment terms

Invoices are issued at the beginning of the broadcasting period, unless otherwise agreed. Payment must be received in the currency of the invoice within 30 days of the invoice date without any deductions/discounts.

In the event of late payment by the customer, CC is entitled to charge reminder fees.

14. Discounts and brokerage

CC grants discounts as set out in the applicable price lists. The customer notes and approves the fact that, in the invoice to the customer, CC may show, and list as a deduction, a mandate-related advisory fee if the mandate was received from a person or agency (broker), or that CC may pay a mandate-related fee to such a person or agency (broker) who arranges a mandate. The broker pays this mandate-related fee to the customer unless the latter explicitly waives this fee. The mandate-related advisory fee (AF) currently amounts to 5% of the net price. No AF is paid on the additional costs charged as set out in Clause 4. CC may enter into other contractual relationships with agencies/brokers independent of individual customer mandates.

15. Data protection

The customer notes and approves the fact that Clear Channel companies in the USA may process the data pertaining to the business relationship in question in order to ensure the efficient processing of data within the Clear Channel Group. While the USA does not have data protection legislation comparable with that in Switzerland, an adequate level of data protection is guaranteed by the data protection agreement with the Clear Channel companies in the USA.

16. Confidentiality

The contracting partners undertake to treat all information that is not generally or publicly available as confidential throughout the term of the contract and after the contract has ended.

17. Legal Compliance / Anti-Corruption Clause

The contracting partners shall comply with all applicable laws including any provisions to prevent corruption. The contracting partners shall in particular also ensure that all necessary and appropriate measures are taken to prevent corruption and that neither directly nor indirectly inappropriate benefits or other advantages, in any form whatsoever, are offered, provided, granted or accepted by third parties, employees and/or members of the management of the other contracting partner including relatives and companies affiliated with the other contracting partner.

A breach of this provision shall be considered a severe breach of the contract.

18. Special agreements

Any agreements that deviate from these GTCs are only valid if confirmed by CC in writing.

19. Applicable law and place of jurisdiction

All legal relationships between the customer and CC shall be governed by substantive **Swiss law. The place of jurisdiction is Zug.** However, CC is entitled to take legal action against the customer in the court of his jurisdiction or in any other competent court.

20. Final provisions

These GTCs replace all previous versions. CC reserves the right to make amendments to these GTCs at any time.

General terms and conditions of business for Swiss Lounges Branding

Valid from 1st June 2018

These general terms and conditions of business (GTCs) are applicable to Clear Channel Schweiz AG, hereinafter referred to as CC. They govern the contractual relationships between the person or body mandating the advertising (customer) and CC for digital advertising surfaces for Swiss Lounges. They are an integral part of the leasing contract for advertising surfaces from CC. In the event of any dispute, the German version is definitive.

1. Contractual partner

The contractual partner of CC is the customer, even if an agency operates on his behalf. In such cases, the invoice will be issued to the customer and sent to the agency for forwarding. This does not include cases in which the agency has made a commitment with the customer to bear the security risk; in this case the invoice will be issued to the agency. Should the contract be concluded by an agency in its own name and on its own account, this agency is also responsible for the performance of the contract.

2. Form and conclusion of the contract

The contract, including all ancillary agreements, is considered as binding and these present GTCs as having been accepted in full by the customer once the customer and/or the authorised agent has signed the contract or if the customer and/or the authorised agent does not reject the contract in writing within 14 days of the date of issue of the order confirmation from CC. Quotations by CC are subject to change at any point.

CC reserves the right to withdraw from the mandate without stating a reason or to make execution dependent on advance payment, even in the case of mandates already confirmed. In particular, CC can withdraw either partially or wholly from signed contracts should the completion of the mandate not be possible due to legal or regulatory reasons or ones related to structural engineering/technology or permits, or should Swiss International Airlines Ltd not accept the presentation of the advertising surfaces. In addition to other contractually agreed reasons for termination, CC reserves the right to withdraw from the contract if the customer fails to fulfil his contractual obligations or if, in the opinion of CC, the advertisement is defective in terms of subject or legal aspects. In such an event, the customer is not in a position to make any claims against CC and he is obliged to reimburse in full any costs which have been incurred up until the withdrawal.

3. Content of the contract

The contract contains the following points: the name and address of the customer and where applicable his agency or any agent authorised to enter into contracts; the commencement date and duration of the mandate, spot subject, presentation price; additional services as set out in Clause 4, fees and special agreements. The customer grants CC a free, non-exclusive right limited to the usage period to use the advertising materials in order to enable CC to fulfil this contract. The usage right includes in particular rights to play back, present, transmit, copy, distribute, supplement and update materials.

4. Presentation price, additional services and costs

The presentation price is based on the corresponding valid offer, the price list or the sales documentation of CC. All prices are quoted in Swiss francs. Value-added tax (VAT) will be added onto the price for customers domiciled in Switzerland. In addition to the relevant applicable price, the following costs will also be charged: any and all transmission costs; customer-specific programming costs; substituting advertising spots; additional costs due to delays in the delivery of advertising material or non-compliance with technical and/or content-related specifications, etc. Additional CC services will be charged on an hourly basis; the standard hourly rate of CC will apply for this work.

5. Validity of prices, price lists or confirmation of mandates

Prices can be changed at any time.

6. Changes in orders or deliveries

CC reserves the right to bring forward or put back the beginning of the presentation period for technical reasons for an unspecified period of time, as is deemed necessary. Should digital advertising media be permanently or temporarily unusable or unavailable for other reasons, the customer or his representative will be given suggestions for compensation. Should no compensation be available, the customer will receive a credit note for the relevant amount. The customer cannot derive any rights to damages or the suspension of the mandate on the grounds of the changes mentioned in this clause. The customer will be informed without delay as soon as CC becomes aware of the damage should the presentation of advertising material be interrupted or totally suspended or should the presentation be impaired due to damage, operational reasons or force majeure. The suspension or impairment does not give the customer the right to either withdraw from the contract or claim for compensation for direct or indirect damage.

7. Spot change and technical specifications

Spot changes are carried out with the agreement of the customer and after receipt of an invoice. The charges are levied as shown on the fact sheet.

The production data which feature on the factsheet apply. The corresponding factsheet can be requested from CC at any time. CC declines any responsibility for presentation defects which are related to the insufficient quality of the printing materials and/or poor production quality, for which the customer is responsible.

8. Poster delivery

The customer is responsible for the production and transmission of the posters and must comply with the technical and content-related requirements, standards, specifications and conditions (referred to jointly as "requirements") of CC. CC will present the current requirements each time the contract is renewed and when the subject changes. The digital advertising material must be delivered at the latest 7 working days before the start of the presentation to the server indicated in the order confirmation. The customer must ensure, using appropriate means, that digital advertising material does not contain any viruses, Trojan Horses or similar items and will otherwise be liable for any damage incurred. The customer is liable for any consequences of late delivery of the posters (see Clause 4). If the posters cannot be presented or can only be partially presented due to late delivery, the customer must still pay the full costs.

If the customer fails to comply with the requirements, CC may choose either to correct the advertising material itself, request that the customer correct it or ask that the customer provide new advertising material of a corresponding quality. In the meantime, CC may refrain from presenting the advertising material concerned without the customer being allowed to present any claims against CC. The customer will be responsible and liable for all consequences and expenditure stemming from non-compliance with the requirements (see Clause 4). If the customer fails to deliver the advertising material or delivers it incorrectly, CC may either present the corrected and/or delayed advertising material for the remaining period, suggest alternatives to the customer or withdraw from the contract in return for full compensation.

9. Liability for advertising material

CC does not accept any liability whatsoever for delivered posters. CC may dispose of all posters left over after the end of the presentation period.

10. Responsibility for the format and subject of posters

The customer guarantees that he/she is fully authorised to publish the advertising material. The customer alone is responsible for the format and lawful subject of the posters and for compliance with all corresponding rules. If its presentation is forbidden by official regulations, the customer must still pay the full presentation price. The customer must also bear any costs which arise from exchanging the posters (see Clause 4) and must compensate CC. All subjects concerning Swiss Lounges must be approved by Swiss International Airlines Ltd. before presentation and may be declined without any grounds having to be specified.

11. Advertising statistics

At the end of an advertising campaign, CC provides the information required to prepare the industry-standard advertising statistics to one or more specialised institutions. The customer can obtain these statistics from the institutions in question.

12. Complaints

CC must be advised without delay and in writing of any complaints that a mandate was not carried out satisfactorily. No complaints are accepted after the end of the presentation period.

13. Guarantee/liability

CC guarantees that the presentation will be carried out as stated in the contract. Digital advertising surfaces are available for no less than 95% of the agreed presentation time. In the event of non-compliance with the contract or if CC is repeatedly responsible for not adhering to the presentation time, CC may either offer the customer an extended presentation time or a pro-rata credit calculated on the basis of the lost time. The customer is nevertheless obliged to pay the agreed fee. Excluded from this guarantee are defects and problems for which CC is not responsible, such as force majeure and damage/defects caused by third parties. Any additional liability of CC or of its agents for indirect and/or direct damage (such as loss of earnings, extra work, loss of profit, failure to make savings, additional expenditure etc.) stemming from the contract or other legal grounds is explicitly excluded.

14. Payment terms

Invoices are issued at the beginning of the presentation period, unless otherwise agreed. Payment must be received in the currency of the invoice within 30 days of the invoice date without any deductions/discounts.

In the event of late payment by the customer, CC is entitled to charge default interest of 5% p.a. from the due date of the invoice in addition to reminder fees.

15. Mediation

The customer notes and approves the fact that in the invoice to the customer, CC may show, and list as a deduction, a mandate-related advisory fee if the mandate was received from a person or agency entitled to commission (broker), or that CC may pay a mandate-related fee to such a person or agency (broker) who arranges a mandate. The broker pays this mandate-related fee to the customer unless the latter explicitly waives this fee. The mandate-related advisory fee (AF) currently amounts to 5% of the net price. No AF is paid on the additional costs charged as set out in Clause 4. CC may enter into other contractual relationships with agencies/brokers independent of individual customer mandates.

16. Extraordinary cancellation

Either contracting partner may cancel the contract at any time without notice for important reasons. Important reasons are any circumstances which make it unreasonable for the cancelling contracting party to abide by the contract in good faith until the next official cancellation date, namely:

For both contracting partners: any serious violation of the contract by the other party in spite of reminders; the opening of bankruptcy or insolvency proceedings concerning the other contracting party; for CC: the presentation of the advertising material is not possible due to structural / technical, legal, official or regulatory reasons; the advertising material is prohibited by government orders; Swiss International Airlines Ltd does not agree to the presentation; the advertising material presents content-related or legal defects in spite of reminders by CC. In the event of extraordinary cancellation by the customer, no claims may be made for reimbursement of the presentation price already paid. In the event of extraordinary cancellation by CC, the customer may not issue claims against CC and must reimburse in full the entire presentation price in addition to the expenses and costs incurred up until the cancellation date.

17. Prohibition of assignment

The contracting partners may only transfer the contract and rights and obligations stemming from the latter to a third party subject to the prior written agreement of the other contracting partner. Either contracting partner may however transfer the rights and obligations stemming from this contract to another group company.

18. Data protection

The customer notes and approves the fact that Clear Channel companies in the USA may process the data pertaining to the business relationship in question in order to ensure the efficient processing of data within the Clear Channel Group. While the USA does not have data protection legislation comparable with that in Switzerland, an adequate level of data protection is guaranteed by the data protection agreement with the Clear Channel companies in the USA.

The GDPR policy of Clear Channel available on www.clearchannel.ch/agb also applies.

19. Confidentiality

The contracting partners undertake to treat all information that is not generally or publicly available as confidential throughout the term of the contract and after the contract has ended.

20. Legal Compliance / Anti-Corruption Clause

The contracting partners shall comply with all applicable laws including any provisions to prevent corruption. The contracting partners shall in particular also ensure that all necessary and appropriate measures are taken to prevent corruption and that neither directly nor indirectly inappropriate benefits or other advantages, in any form whatsoever, are offered, provided, granted or accepted by third parties, employees and/or members of the management of the other contracting partner including relatives and companies affiliated with the other contracting partner.

A breach of this provision shall be considered a severe breach of the contract.

21. Special agreements

Any agreements that deviate from these GTCs are only valid if confirmed by CC in writing.

22. Applicable law and place of jurisdiction

All legal relationships between the customer and CC shall be governed by substantive Swiss law. The place of jurisdiction is Zug. However, CC is entitled to take legal action against the customer in the court of his jurisdiction or in any other competent court.

23. Final provisions

These GTCs replace all previous versions. CC reserves the right to make amendments to these GTCs at any time.

General terms and conditions of business for outdoor advertising mandates (billposting for one or two weeks)

Valid from 1 January 2017

These general terms and conditions of business (GTCs) are applicable to Clear Channel Schweiz AG, hereinafter referred to as CC. They govern the contractual relationships between the person or body mandating the advertising (customer) and CC for outdoor advertising mandates where bills are posted outside for one or two weeks or for several such billposting periods. They are an integral part of the leasing contract for advertising surfaces from CC. In the event of any dispute, the German version is definitive.

1. Contractual partner

The contractual partner of CC is the customer, even if an agency operates on his behalf and his account. In this case the invoice is issued to the customer and sent to the agency for forwarding. Should the contract be concluded by an agency, this agency is responsible for the performance of the contract.

2. Form and conclusion of the contract

The contract, including all ancillary agreements, is considered as binding and these GTCs as having been accepted in full by the customer if the customer and/or the authorised agent does not reject the contract in writing within 14 days of the date of issue of the order confirmation from CC. Quotations by CC are subject to change at any point. CC reserves the right to withdraw from the mandate without stating a reason or to make execution dependent on advance payment, even in the case of mandates already confirmed. In particular, CC can withdraw either partially or wholly from signed contracts should the completion of the mandate not be possible due to legal or regulatory reasons or ones related to structural engineering/technology or permits, or should the owner of the advertising surfaces not accept the placard. In addition to other contractually agreed reasons for termination, CC reserves the right to withdraw from the contract if the customer fails to fulfil his contractual obligations or if, in the opinion of CC, the advertisement is defective in terms of subject or legal aspects. In such an event, the customer is not in a position to make any claims against CC and he is obliged to reimburse in full any costs which have been incurred up until the withdrawal. Illustrations, measurements or any other technical data are only binding insofar as this has been specifically agreed in writing.

3. Content of the contract

The contract contains the following points: the name of the customer and where applicable his agency or any agent authorised to enter into contracts, the site list, the commencement date and duration of the mandate, subject of the advertisement, billposting price, rates and additional services.

4. Billposting price, additional services and costs

The billposting price is based on the valid price lists and sales documentation of CC. All prices are quoted in Swiss francs. Value-added tax (VAT) is added to the price. The following costs are charged in addition to the valid billposting price: any stamp duty; cantonal fees; police permits; postage; transport costs; customs fees for posters received from abroad; fees for covering the posters after the end of the billposting period, if stipulated; costs for additional work and for assembling multi-part posters; gluing of strips, covering parts of posters and exchanging advertising boards, etc.; additional costs caused by late delivery of posters; installation and dismantling of special boards; maintenance costs, etc.; all plus VAT. Surcharges for weekly bookings are additional costs and are not to be taken into account for the calculation of net revenues possibly relevant in a contractual relationship with CC.

5. Validity of prices, price lists or confirmation of mandates

Prices can be changed at any time. If the contract makes provision for tacit extension, price adjustments will be made on the basis of a separate contractual agreement. Any public charges or taxes for advertising displays during the contractual period will be borne by the customer.

6. Changes in orders or deliveries

CC reserves the right to bring forward or postpone the beginning of the billposting period by up to one week for technical reasons. Poster sites that are permanently or temporarily unusable or unavailable for other reasons will be replaced by suitable alternative sites without consulting the customer in advance. Should no replacement sites be available, the customer will receive a credit note for the relevant amount. The customer cannot derive any rights to damages or the suspension of the mandate on the grounds of the changes mentioned in this clause. CC reserves the right to leave the posters on the boards past the end of the billposting period.

7. Extraordinary change of subject

A change of subject on the fixed change dates is included in the billposting price. Additional changes of subject within the billposting period are executed if possible and charged according to the time required to implement these changes.

8. Poster formats, poster volumes and paper quality

CC accepts all standard Swiss formats as well as other formats, provided that the required boards are available. The customer must deliver the number of posters required to completely fill all the sites that were ordered, plus replacement posters equalling at least 20% of the ordered volume for replacing defective posters or for re-siting any posters as required (exceptions in accordance with the order confirmation). If the replacement volume is not sufficient, the customer must deliver the required number of extra posters on the request of CC, unless he decides not to replace the posters in question. The customer cannot demand payment of damages for missing or defective posters. CC's specifications (see clearchannel.ch) apply as far as paper quality is concerned. Fluorescent, gold, silver and other metallic colours are prohibited under federal rules. In some cantons posters containing only black and white print are not allowed. CC does not accept any liability for billposting defects that are related to bad-quality printing materials and/or printing.

9. Poster delivery

The posters (including replacement volume) must be delivered, postage paid, to the delivery address provided in the order confirmation at the latest 14 days before the beginning of the billposting period. The customer is liable for any consequences of late delivery of the posters (see Clause 4). If the posters cannot be posted due to late delivery, the customer must still pay the full billposting costs.

10. Liability for stored posters

CC does not accept any liability whatsoever for posters stored by CC or its representatives. CC may dispose of all posters left over after the end of the billposting period whose return is not explicitly requested by the customer.

11. Responsibility for the form and subject of posters

The customer alone is responsible for the form and lawful subject of the posters and for compliance with all relevant rules. If the billposting is forbidden by the authorities or the covering up of the posters is ordered after they have been posted, the customer must still pay the full billposting price. The customer must also bear any costs which arise from covering up or exchanging the posters (see Clause 4).

12. Advertising statistics

At the end of a poster campaign, CC provides the information required to prepare the industry-standard advertising statistics to one or more specialised institutions. The customer can obtain these statistics from the institutions in question.

13. Complaints

CC must be advised without delay and in writing of any complaints that a mandate was not carried out satisfactorily. No complaints are accepted after the end of the billposting period.

14. Terms and conditions of cancellation

The following terms and conditions of cancellation apply, up to the day before the billposting period:

- 10 to 9 weeks before the beginning of the billposting period: 20% of invoice amount
- 8 to 7 weeks before the beginning of the billposting period: 50% of invoice amount
- 6 to 5 weeks before the beginning of the billposting period: 70% of invoice amount
- from 4 weeks before the beginning of the billposting period: 100% of invoice amount

Partial cancellations and postponements to subsequent periods are regarded as cancellations. An annual agreement is being implicitly renewed by one year if it is not cancelled by one of the parties in written form at least 3 months before date of expiry.

15. Guarantee/liability

CC guarantees that the billposting will be carried out as stated in the contract. Excluded from this guarantee are defects and problems for which CC is not responsible, such as force majeure, climatic or environmental influences and damage/defects caused by third parties. The liability of CC or of its agents for indirect damage (such as loss of earnings, extra work, loss of profit, failure to make savings, additional expenditure etc.) is explicitly excluded.

16. Payment terms

Invoices are issued at the beginning of the billposting period, unless otherwise agreed. Payment must be received in the currency of the invoice within 30 days of the invoice date without any deductions/discounts.

In the event of late payment by the customer, CC is entitled to charge reminder fees.

17. Discounts

CC grants the discounts listed in the valid price lists. The customer confirms that it is satisfied that all parties that it deals with (including advertisers with whom it deals directly) in the outdoor advertising market are aware of the fee and rebate arrangements which operate in that market. The customer notes and approves the fact that in the invoice to the customer, CC may show, and list as a deduction, a mandate-related advisory fee if the mandate was received from a person or agency entitled to commission (broker), or that CC may pay a mandate-related fee to such a person or agency (broker) who arranges a mandate. The broker pays this mandate-related fee to the customer unless the latter explicitly waives this fee. The mandate-related advisory fee (AF) currently amounts to 5% of the net price on advertising formats F12, F200, F24, GF and megaposters. No AF is paid on the additional costs charged as set out in Clause 4. CC may enter into other contractual relationships with agencies/brokers independent of individual customer mandates.

18. Data protection

The customer notes and approves the fact that Clear Channel companies in the USA may process the data pertaining to the business relationship in question in order to ensure the efficient processing of data by the Clear Channel Group. While the USA does not have data protection legislation comparable with that in Switzerland, an adequate level of data protection is guaranteed by the data protection agreement with the Clear Channel companies in the USA.

19. Confidentiality

The contracting partners undertake to treat all information that is not generally or publicly available as confidential throughout the term of the contract and after the contract has been ended.

20. Legal Compliance / Anti-Corruption Clause

The contracting partners shall comply with all applicable laws including any provisions to prevent corruption. The contracting partners shall in particular also ensure that all necessary and appropriate measures are taken to prevent corruption and that neither directly nor indirectly inappropriate benefits or other advantages, in any form whatsoever, are offered, provided, granted or accepted by third parties, employees and/or members of the management of the other contracting partner including relatives and companies affiliated with the other contracting partner.

A breach of this provision shall be considered a severe breach of the contract.

21. Special agreements

Any agreements that deviate from these GTCs are only valid if confirmed by CC in writing.

22. Applicable law and place of jurisdiction

All legal relationships between the customer and CC shall be governed by substantive Swiss law. The place of jurisdiction is Zug. However, CC is entitled to take legal action against the customer in the court of his jurisdiction or in any other competent court.

23. Final provisions

These GTCs replace all previous versions. CC reserves the right to make amendments to these GTCs at any time.

General terms and conditions of business for megaposters

Valid from 1st January 2017

These general terms and conditions of business (GTCs) are applicable to Clear Channel Schweiz AG, hereinafter referred to as CC. They govern the contractual relationships between the person or body mandating the advertising (customer) and CC for leasing contracts for advertising surfaces in Swiss airports as well as for other megaposter mandates. They are an integral part of the leasing contract for advertising surfaces from CC. In the event of any dispute, the German version is definitive.

1. Contractual partner

The contractual partner of CC is the customer, even if an agency operates on his behalf and his account. In such cases, the invoice will be issued to the customer and sent to the agency for forwarding. Should the contract be concluded by an agency, this agency is responsible for the performance of the contract.

2. Form and conclusion of the contract

The contract, including all ancillary agreements, is considered as binding and these present GTCs as having been accepted by the customer in full once the customer and/or the authorised agent has signed the contract or if the customer and/or the authorised agent does not reject the contract in writing within 14 days of the date of issue of the order confirmation from CC. Quotations by CC are subject to change at any point.

CC reserves the right to withdraw from the mandate without stating a reason or to make execution dependent on advance payment, even in the case of mandates already confirmed. In particular, CC can withdraw either partially or wholly from signed contracts should the completion of the mandate not be possible due to legal or regulatory reasons or ones related to structural engineering/technology or permits, or should the owner of the advertising surfaces not accept the placard. In addition to other contractually agreed reasons for termination, CC reserves the right to withdraw from the contract if the customer fails to fulfil his contractual obligations or if, in the opinion of CC, the advertisement is defective in terms of subject or legal aspects. In such an event, the customer is not in a position to make any claims against CC and he is obliged to reimburse in full any costs which have been incurred up until the withdrawal. Illustrations, measurements or any other technical data are only binding insofar as this has been specifically agreed in writing.

3. Content of the contract

The contract contains the following points: the name and address of the customer and where applicable his agency or any agent authorised to enter into contracts; the site list; the commencement date and duration of the mandate, notice period; subject of the advertisement; posting or rental price; rates; additional services as set out in Clause 4, fees and special agreements (e.g. option to extend the contract, automatic extension of contract).

4. Posting price, additional services and costs

The posting price is based on the corresponding valid offer, the price list or the sales documentation of CC. All prices are quoted in Swiss francs. Value-added tax (VAT) will be added onto the price for customers domiciled in Switzerland. In addition to the relevant applicable price, the following costs will also be charged: any and all stamp duties; cantonal fees; police permits; postage and transport costs; production costs; assembly and dismantling costs; storage costs; customs clearance costs for advertising material which is delivered from abroad; costs for covering advertising spaces after the expiration of the posting period where required; gluing of strips, covering and substituting advertising spaces etc. and additional costs due to delays in the delivery of advertising material etc. The customer is responsible for the insurance of the advertising medium.

5. Validity of prices, price lists or confirmation of mandates

Prices can be changed at any time. If the contract makes provision for tacit extension, price adjustments will be made on the basis of a separate contractual agreement. -Any public charges or taxes for advertising displays during the contractual period will be borne by the customer.

6. Changes in orders or deliveries

CC reserves the right to bring forward or put back the beginning of the posting period for technical reasons for an unspecified period of time, as is deemed necessary. Should poster sites be permanently or temporarily unusable or unavailable for other reasons the customer or his representative will be given suggestions for replacement sites. Should no replacement sites be available, the customer will receive a credit note for the relevant amount. The customer cannot derive any rights to damages or the suspension of the mandate on the grounds of the changes mentioned in this clause. CC reserves the right to leave the posters on the boards past the end of the billposting period, should the customer not expressly forbid this. The customer will be informed without delay should the posting of advertising material be interrupted or totally suspended or should the posting according to the conditions set out in advance be impaired due to damage, operational reasons or force majeure. The suspension or impairment does not give the customer the right to either withdraw from the contract or claim for compensation for direct or indirect damage.

7. Production specifications, materials and measurements

The production data which feature on the production and printing specifications document that was submitted apply to the corresponding advertising medium. CC declines any responsibility for posting defects which are related to the insufficient quality of the printing materials and/or poor production quality, for which the customer is responsible.

8. Conditions set out by the proprietor for special advertising surfaces

Should the preparation of special advertising surfaces require particular technical or construction-related measures, the special conditions set out by the corresponding proprietor of the advertising surfaces also need to be taken into account.

9. Poster delivery

The posters (including replacement volume) must be delivered, postage paid, to the delivery address provided in the order confirmation in good time before the beginning of the posting period. The customer is liable for any consequences of late delivery of the posters (see Clause 4). If the posters cannot be posted due to late delivery, the customer must still pay the full posting costs.

10. Liability for stored advertising media

CC does not accept any liability whatsoever for posters stored by CC or its representatives. CC may dispose of all posters left over after the end of the billposting period whose return is not explicitly requested by the customer.

11. Responsibility for the form and subject of posters

The customer alone is responsible for the form and lawful subject of the posters and for compliance with all corresponding rules. If its posting is forbidden by official regulations or the covering up of the posters is ordered after they have been posted, the customer must still pay the full posting price. The customer must also bear any costs which arise from covering or exchanging the posters (see Clause 4).

12. Advertising statistics

At the end of an advertising campaign, CC provides the information required to prepare the industry-standard advertising statistics to one or more specialised institutions. The customer can obtain these statistics from the institutions in question.

13. Terms and conditions of cancellation

The following terms and conditions of cancellation are valid in the event of withdrawal of a mandate:

- until 16 weeks before the beginning of the billposting period, 25% of stipulated media services
- 15 until 12 weeks before the beginning of the billposting period, 50% of stipulated media services
- 11 until 8 weeks before the beginning of the billposting period, 75% of stipulated media services
- less than 8 weeks before the beginning of the billposting period, 100% of stipulated media services

All verified costs and expenses accrued prior to the withdrawal of the mandate in addition to media services must be paid in full to CC.

14. Complaints

CC must be advised without delay and in writing of any complaints that a mandate was not carried out satisfactorily. No complaints are accepted after the end of the posting period.

15. Guarantee/liability

CC guarantees that the posting will be carried out as stated in the contract. Excluded from this guarantee are defects and problems for which CC is not responsible, such as force majeure, climatic or environmental influences and damage/defects caused by third parties. The liability of CC or of its agents for indirect damage (such as loss of earnings, extra work, loss of profit, failure to make savings, additional expenditure etc.) is explicitly excluded.

16. Payment terms

Invoices are issued at the beginning of the posting period, unless otherwise agreed. Payment must be received in the currency of the invoice within 30 days of the invoice date without any deductions/discounts.

In the event of late payment by the customer, CC is entitled to charge reminder fees.

17. Discounts

CC gives discounts as set out in the applicable price lists. The customer confirms that it is satisfied that all parties that it deals with (including advertisers with whom it deals directly) in the outdoor advertising market are aware of the fee and rebate arrangements which operate in that market. The customer notes and approves the fact that in the invoice to the customer, CC may show, and list as a deduction, a mandate-related advisory fee if the mandate was received from a person or agency entitled to commission (broker), or that CC may pay a mandate-related fee to such a person or agency (broker) who arranges a mandate. The broker pays this mandate-related fee to the customer unless the latter explicitly waives this fee. The mandate-related advisory fee (AF) currently amounts to 5% of the net price. No AF is paid on the additional costs charged as set out in Clause 4. CC may enter into other contractual relationships with agencies/brokers independent of individual customer mandates.

18. Data protection

The customer notes and approves the fact that Clear Channel companies in the USA may process the data pertaining to the business relationship in question in order to ensure the efficient processing of data within the Clear Channel Group. While the USA does not have data protection legislation comparable with that in Switzerland, an adequate level of data protection is guaranteed by the data protection agreement with the Clear Channel companies in the USA.

19. Confidentiality

The contracting partners undertake to treat all information that is not generally or publicly available as confidential throughout the term of the contract and after the contract has ended.

20. Legal Compliance / Anti-Corruption Clause

The contracting partners shall comply with all applicable laws including any provisions to prevent corruption. The contracting partners shall in particular also ensure that all necessary and appropriate measures are taken to prevent corruption and that neither directly nor indirectly inappropriate benefits or other advantages, in any form whatsoever, are offered, provided, granted or accepted by third parties, employees and/or members of the management of the other contracting partner including relatives and companies affiliated with the other contracting partner.

A breach of this provision shall be considered a severe breach of the contract.

21. Special agreements

Any agreements that deviate from these GTCs are only valid if confirmed by CC in writing.

22. Applicable law and place of jurisdiction

All legal relationships between the customer and CC shall be governed by substantive Swiss law. The place of jurisdiction is Zug. However, CC is entitled to take legal action against the customer in the court of his jurisdiction or in any other competent court.

23. Final provisions

These GTCs replace all previous versions. CC reserves the right to make amendments to these GTCs at any time.

General terms and conditions of business for online booking

Valid from 15 February 2015

These general terms and conditions of business (GTCs) are applicable to Clear Channel Schweiz AG, hereinafter referred to as CC. They govern the contractual relationships between the person or body mandating the advertising (customer) and CC for outdoor advertising mandates where bills are posted outside for one or two weeks or for several such billposting periods. They are an integral part of the leasing contract for advertising surfaces from CC. In the event of any dispute, the German version is definitive.

1. Contractual partner

The contractual partner of CC is the customer, even if an agency operates on his behalf and his account. Should the contract be concluded by an agency, this agency is responsible for the performance of the contract.

2. Order process, form and conclusion of the contract

To be able to place orders online, the customer must create a user account on the website of CC and provide a certain amount of information relating to the customer's professional identity. The customer acknowledges that the website is exclusively for professionals and declares to be acting for the purposes of its professional activity. Once the account has been created, the customer may, at any time, access the "My account" section from the website homepage to check order history or to update the information provided.

To order directly on the website the customer follows the different steps proposed until confirmation of the order.

The contract, including all ancillary agreements, is considered as binding and these GTCs as having been accepted in full by the customer if the customer and/or the authorised agent does not reject the contract in writing within 14 days of the date of issue of the order confirmation from CC. Quotations by CC are subject to change at any point.

CC reserves the right to withdraw from the mandate without stating a reason or to make execution dependent on advance payment, even in the case of mandates already confirmed. In particular, CC can withdraw either partially or wholly from signed contracts should the completion of the mandate not be possible due to legal or regulatory reasons or ones related to structural engineering/technology or permits, or should the owner of the advertising surfaces not accept the placard. In addition to other contractually agreed reasons for termination, CC reserves the right to withdraw from the contract if the customer fails to fulfil his contractual obligations or if, in the opinion of CC, the advertisement is defective in terms of subject or legal aspects. In such an event, the customer is not in a position to make any claims against CC and he is obliged to reimburse in full any costs which have been incurred up until the withdrawal.

Illustrations, measurements or any other technical data are only binding insofar as this has been specifically agreed in writing.

3. Content of the contract

The contract contains the following points: the name of the customer, the site list, the commencement date and duration of the mandate, subject of the advertisement, billposting price, rates and additional services.

4. Billposting price, additional services and costs

The billposting price is based on the valid price lists and sales documentation of CC. All prices are quoted in Swiss francs. Value-added tax (VAT) is added to the price. The following costs are charged in addition to the valid billposting price: any stamp duty; cantonal fees; police permits; postage; transport costs; customs fees for posters received from abroad; fees for covering the posters after the end of the billposting period, if stipulated; costs for additional work and for assembling multi-part posters; gluing of strips, covering parts of posters and exchanging advertising boards, etc.; additional costs caused by late delivery of posters; installation and dismantling of special boards; maintenance costs, etc.; all plus VAT.

5. Validity of prices, price lists or confirmation of mandates

Prices can be changed at any time. Any public charges or taxes for advertising displays during the contractual period will be borne by the customer.

6. Changes in orders or deliveries

CC reserves the right to bring forward or postpone the beginning of the billposting period by up to one week for technical reasons. Poster sites that are permanently or temporarily unusable or unavailable for other reasons will be replaced by suitable alternative sites without consulting the customer in advance. Should no replacement sites be available, the customer will receive a credit note for the relevant amount. The customer cannot derive any rights to damages or the suspension of the mandate on the grounds of the changes mentioned in this clause. CC reserves the right to leave the posters on the boards past the end of the billposting period.

7. Extraordinary change of subject

A change of subject on the fixed change dates is included in the billposting price. Additional changes of subject within the billposting period are executed if possible and charged according to the time required to implement these changes.

8. Poster formats, poster volumes and paper quality

CC accepts all standard Swiss formats as well as other formats, provided that the required boards are available. The customer must deliver the number of posters required to completely fill all the sites that were ordered, plus replacement posters equalling at least 20% of the ordered volume for replacing defective posters or for re-siting any posters as required (exceptions in accordance with the order confirmation). If the replacement volume is not sufficient, the customer must deliver the required number of extra posters on the request of CC, unless he decides not to replace the posters in question. The customer cannot demand payment of damages for missing or defective posters. CC's specifications (see clearchannel.ch) apply as far as paper quality is concerned. Fluorescent, gold, silver and other metallic colours are prohibited under federal rules. In some cantons posters containing only black and white print are not allowed. CC does not accept any liability for billposting defects that are related to bad-quality printing materials and/or printing.

9. Poster delivery

The posters (including replacement volume) must be delivered, postage paid, to the delivery address provided in the order confirmation at the latest 14 days before the beginning of the billposting period. The customer is liable for any consequences of late delivery of the posters (see Clause 4). If the posters cannot be posted due to late delivery, the customer must still pay the full billposting costs.

10. Liability for stored posters

CC does not accept any liability whatsoever for posters stored by CC or its representatives. CC may dispose of all posters left over after the end of the billposting period whose return is not explicitly requested by the customer.

11. Responsibility for the form and subject of posters

The customer alone is responsible for the form and lawful subject of the posters and for compliance with all relevant rules. If the billposting is forbidden by the authorities or the covering up of the posters is ordered after they have been posted, the customer must still pay the full billposting price. The customer must also bear any costs which arise from covering up or exchanging the posters (see Clause 4).

12. Advertising statistics

At the end of a poster campaign, CC provides the information required to prepare the industry-standard advertising statistics to one or more specialised institutions. The customer can obtain these statistics from the institutions in question.

13. Complaints

CC must be advised without delay and in writing of any complaints that a mandate was not carried out satisfactorily. No complaints are accepted after the end of the billposting period.

14. Terms and conditions of cancellation

The following terms and conditions of cancellation apply:

- up to 17 weeks before the beginning of the billposting period in case of repetition: 5% of invoice amount
- 16 to 9 weeks before the beginning of the billposting period: 10% of invoice amount
- 8 to 7 weeks before the beginning of the billposting period: 50% of invoice amount
- from 6 weeks before the beginning of the billposting period: 100% of invoice amount
-

Partial cancellations and postponements to subsequent periods are regarded as cancellations. An annual agreement is being implicitly renewed by one year if it is not cancelled by one of the parties in written form at least 3 months before date of expiry.

15. Guarantee/liability

CC guarantees that the billposting will be carried out as stated in the contract. Excluded from this guarantee are defects and problems for which CC is not responsible, such as force majeure, climatic or environmental influences and damage/defects caused by third parties. The liability of CC or of its agents for indirect damage (such as loss of earnings, extra work, loss of profit, failure to make savings, additional expenditure etc.) is explicitly excluded.

16. Payment terms

For orders placed on the website, CC accepts payment via 1) credit card: the card is debited immediately at the time of the order or 2) bank transfer (prepayment): where the customer chooses this payment method, the transfer must be made by the end of follow-working day of the order to the bank account and in the currency indicated when placing the order on the website. Where payment is not made, CC reserves the right to automatically cancel the order without notification to the customer.

The invoice document will be sent by post within 10 working days of the order.

17. Secure transactions

In order to protect personal and bank information, all transactions carried out while using the website are secured and encrypted using SSL and processed by CC's payment partner. The data are not routed through the website and only CC's payment partner and third parties involved in the ordering process involving a bank card or bank transfer have access to this information.

18. Data protection

The customer notes and approves the fact that Clear Channel companies in the USA may process the data pertaining to the business relationship in question in order to ensure the efficient processing of data by the Clear Channel Group. While the USA does not have data protection legislation comparable with that in Switzerland, an adequate level of data protection is guaranteed by the data protection agreement with the Clear Channel companies in the USA.

19. Legal Compliance / Anti-Corruption Clause

The contracting partners shall comply with all applicable laws including any provisions to prevent corruption. The contracting partners shall in particular also ensure that all necessary and appropriate measures are taken to prevent corruption and that neither directly nor indirectly inappropriate benefits or other advantages, in any form whatsoever, are offered, provided, granted or accepted by third parties, employees and/or members of the management of the other contracting partner including relatives and companies affiliated with the other contracting partner.

A breach of this provision shall be considered a severe breach of the contract.

20. Confidentiality

The contracting partners undertake to treat all information that is not generally or publicly available as confidential throughout the term of the contract and after the contract has been ended.

21. Special agreements

Any agreements that deviate from these GTCs are only valid if confirmed by CC in writing.

22. Applicable law and place of jurisdiction

All legal relationships between the customer and CC shall be governed by substantive Swiss law. The place of jurisdiction is Zug. However, CC is entitled to take legal action against the customer in the court of his jurisdiction or in any other competent court.

23. Final provisions

These GTCs replace all previous versions. CC reserves the right to make amendments to these GTCs at any time.