

# MEDIA DATA 2022

Magazine for Live, Communication, Experience

Www.event-partner.de
Pricelist No 32, valid from January 2022



## Event Partner is published in the Ebner Media Group

## Target group unit Professional Technology & Live Communication

In Germany, the total revenue in the culture and creative industries with more than 1.2 million employees has grown to a total of 174.1 billion euros by 2019.

This represents a average annual growth rate of 2.6 percent.

(Source: BMWI 2020)

With a gross coverage of over 190,000 contacts per month, our media address the technical service providers, creatives and designers, planners and investors in event industry, the MICE-market, live-communication and AV/IT system integrators.

Increased by the Corona-crisis, new technologies and concepts receive more attention.

Our media inform about trends like virtualization, hybrid-events, streaming, VR/AR, AI,

Cloud solutions, collaboration, remote productions as well as changes in communication at POI and POS, provide the necessary know-how and make our community fit for the PostCorona time.















In the fast-moving event business, EVENT PARTNER takes consumers by the hand and places the topics of events, MICE, technology and other services into the overall context as the only media brand - with constant editing quality since the the beginning of the industry in 1995.

With our new slogan "L!KE - LIVE - COMMUNICATION - EXPERIENCE" since the beginning of 2021, we want to show that nowadays it is is no longer about event marketing, but about communicating and creating experiences that shape people and brands.

In each issue, EVENT PARTNER deals with several topics that are particularly relevant for the event industry or that (will) shape it. A strong focus in the coming years will be on digitalization and sustainability.

## Target groups

- · Event agencies, media-, advertising-, PR- and sponsoring-agencies
- · Marketing decision-makers
- · Event planners in the marketing departments
- · Clients of the agencies
- Convention Offices
- Hotel- and Location-operators
- Technical service providers and technical companies
- Universities, training and further education institutes
- Professional and sector associations

#### Theme areas

- Experience Design
- Location & Temporary constructions
- Convention + Fair
- Destination + Hotel
- Industry Insights
- Digitization
- Sustainability
- Catering
- Security



## Reach per Month\*









12,570 Unique Users

18,456 Online Visits

27,528 Page Impressions

4,213 Newsletter Subscribers

17.950 Total Coverage Magazine

\* November 2021

Issue	Dates of Publication	Advertising Deadlines	Printing Deadlines
Heft 1	25.02.22	28.01.22	04.02.22
Heft 2	22.04.22	25.03.22	01.04.22
Heft 3	17.06.22	13.05.22	20.05.22
Heft 4	02.09.22	05.08.22	12.08.22
Heft 5	28.10.22	30.09.22	07.10.22
Heft 6	16.12.22	18.11.22	25.11.22



## Formats Print

All dimensions in mm, width x depth - for bleed add 5mm on every side.

Formats	Bleed Page	Type Area	Rates 4C
	(width x depth)	(width x depth)	
2/1	426 x 280	394 x 250	9.790 Euro
1/1	213 x 280	181 x 250	4.990 Euro
	Cover pages	Back cover	5.140 Euro
		Inside Back cover	4.990 Euro
		Inside Front cover	5.060 Euro
2/3 vertical	137 x 280	121 x 250	3.770 Euro
2/3 horizontal	213 x 184	181 x 165	
1/2 vertical	103 x 280	87 x 250	3.140 Euro
1/2 horizontal	213 x 142	181 x 123	
1/2 2-columns	137 x 184	121 x 165	
1/3 vertical	74 x 280	58 x 250	2.210 Euro
1/3 horizontal	213 x 99	181 x 80	
1/3 2-columns	137 x 139	121 x 120	
1/4 vertical	58 x 280	42 x 250	1.670 Euro
1/4 horizontal	213 x 78	181 x 59	
1/4 2-columns	103 x 139	87 x 120	
1/6 vertical		59 x 127	1.090 Euro
1/6 horizontal		122 x 63	
1/8 vertical		43 x 127	870 Euro
1/8 horizontal		181 x 30	
1/8 2-columns		87 x 63	



## Advertorial Print. Business-Guide Print + Online

## **Advertorial Print**

**1/1 page advertorial** headline 40 characters with spaces, motto 145 characters with spaces, text 2.500 characters with spaces, 1 picture (300dpi)

Price: 4.990 Euro

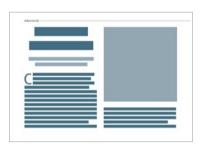
**1/2 page Advertorial** Headline 35 characters with spaces, Motto 80 characters with spaces with spaces, text 1000 characters with spaces, 1 image (300dpi)

Price: 3.140 Euro

The Advertorial can be placed at the same time for an additional charge of 475 EUR as an online Advertorial on event partner.de inclusive Teaser in the newsletter + Social Media.

We offer text services on briefing basis for 500 EUR first page, 300 EUR per following page. Included are the briefing, elaboration of the briefing, research, conception of the article, Content creation, image editing, proofreading. These prices are not discountable.





## Business-Guide Print + Online

In the Business-Guide, clients, decision-makers and planners will find competent partners for upcoming projects.

#### Price / Entry

275 Euro / per issue and category

#### **Technical Data:**

Text: Max. 500 characters (with spaces)

Logo Min. 300 dpi





#### Inserts

Inserts in our periodicals are loose enclosures like pages, cards or brochures.

Prices: up to 25g single weight

400 Euro per 1.000 copies

over 25g single weight

on request

Part-subscription up to 25g single weight

450 Euro per 1.000 copies

Max. size 200 x 270 mm

#### **Create inserts**

Production of inserts including editorial services with handling and layout.

Price on request

## Stapled inserts

Stapled inserts are printed matter firmly connected with the magazine.

Only the total circulation can be covered. The client must provide the printed matter ready for processing.

Prices: 2 pages

 2 pages
 320 Euro per 1.000 copies

 4 pages
 360 Euro per 1.000 copies

 6 pages
 400 Euro per 1.000 copies

 8 pages
 450 Euro per 1.000 copies

Max. size 200 x 270 mm

#### Stuck inserts

#### Post cards, samples, CDs, etc.

Inserts will be stuck to an advertisement (min 1/1 page) and can be removed easily. The inserts have to be bound to be processed. Stuck inserts are only possible at the start of a sheet.

Prices: 90 Euro per 1.000 copies plus postage

Before we can proceed with an order we have to receive samples of the inserts, stapled inserts and stuck inserts for test purposes. Please send us five samples before the booking deadline.

Please allow 300 additional samples for processing.

## Special advertising forms

#### Banderole

 Place postcards on the first side of a sheet (distinction between perfect binding and saddle stitching) Place the CD on the 1st side of a bow Mount CD in bird bag (between 2 bows possible)
 Post-It Dispatch (Post-It Delivered) Lenticular foil donate on title (supplied) Giving up booklets on the title page Issue in the booklet (A5 to A4) as a supplement for cutting out before the U3 / U4 Mega-Insert (2-3 cm higher than the booklet)

## Envelope

- · 6-sided gate folder
- 6-sided back folder
- Shortened title-flap with 2nd title possible
- Bookmark attached to U3 / U4 to fold in (size depends on the booklet strength)

#### Content

- 6-sided opener (left and right)
- 8-sided folder (only with perfect binding between 2 parts of the sheet)
- Poster in copy-space to cut-outs
- Finishing on the title (price depends on size and color choice)
- Blind embossing, Cold foil, Textured paint, Metal paint, Fluorescent Pigment
- · Punching; UV Irodinlackierung



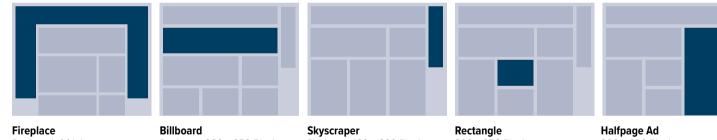
## Display Banner

#### **Guaranteed Reach**

The banner appears as often as agreed and guaranteed (number of ad impressions) in the corresponding period. In the case of page impressions that go beyond this, other banners can be delivered on the booked position. Thus it is possible that several banners appear alternately on one position.

## Data Delivery

- All banner formats up to a maximum of 100 KB
- · Data formats: JPEG, GIF, Flash (when submitting in Flash format, please also supply a back-up file in GIF)
- We need your banner 5 days in advance



#### Desktop left/right 290 x 1080 Pixel Width 1600 x 1080 Pixel. Recess 1020 Pixel. Leaderboard 90 x 1020 Pixel Mobile interstitial 320 x 480 Px

CPM \*: 239 Euro

#### Desktop 980 x 250 Pixel 320 x 100 Pixel Mobile

Desktop 160 x 600 Pixel 320 x 100 Pixel Mobile

300 x 250 Pixel

300 x 600 Pixel

**CPM \*: 189 Euro** CPM \*: 149 Euro CPM \*: 139 Euro **CPM \*: 169 Euro** 

Formats und Prices also for ProMediaNews.de

<sup>\*</sup> Cost per Mille (CPM) for 1000 deliveries (i.e. 1.000 ad impressions)



#### Online Advertorial

We design your content with the look and feel of the editorial environment. Your online advertorial will be published as a teaser in the newsletter and in the social media channels.

Online advertorials are marked and no-follow links are set.

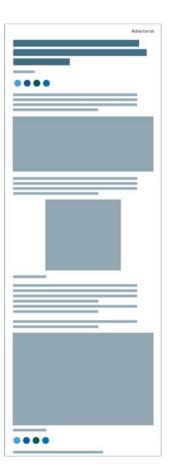
The content is placed online on the homepage and remains in the content stream of the magazine website

## **Formats**

**Basic** 1.000 Characters (with spaces), max. 3 Pictures (1.024 x 682 Pixel), Link 980 Euro

**Best** 2.500 Characters (with spaces), max. 10 Pictures (1.024 x 682 Pixel),

Video integration (Vimeo/Youtube) Link 1.480 Euro





## Featured Channel including individual sidebar

overview page for the company, 3,750 characters with spaces,

5 pictures, 3 links, listing of the featured channel in the magazine

Sidebar (company logo and URL to the overview page).

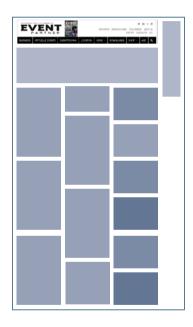
Including 6 sponsored posts (1.000 characters, 1 image, 1 link) on the magazine Websi-

te and reach extension via newsletter teaser and social media.

The featured channel contains an individually designed sidebar with different

Content containers: logo, banner, video, images; including tag based output

5.980 EUR





## Newsletter Banner, Sponsored Posts

Deliveries on 6 days a week

**Daily Newsletter** - Monday, Wednesday, Friday, Saturday Weekly Newsletter - Tuesday

Ad-Formats	Formats
Billboard	580 x 250 Pixel, Link
Price per week 1. Position 2. Position 3. Position 4. Position	435 Euro / week 395 Euro / week 345 Euro / week 315 Euro / week
Sponsored Post Headline 75 characters with spaces, text 280 characters with spaces, Image (1,024 x 682 pixels), Link	495 Euro per sending out
Dataformat Datasize	JPEG or GIF-Banner (no animated GIF-Data) max. 50KB

Stand Alone Newsletter - Price on request





#### **ONLINE JOB ADS**

#### CONTAINMENTS:

- Presence for 60 days in mobile optimized online job market
- · Logo display in search results list
- Entry in Job Listings in print editions
- · Personal contact partner
- Promotion in daily and weekly newsletters (> 25.000 mailings weekly)
- Job mailer to registered candidates
- Social Media posts i.e. Facebook, Twitter (>100,000 contacts)

Please note that only one position can be advertised per job ad. A placement is possible 24/7 via the self-entry tool at: https://bit.ly/31bZNmR

#### **FORMATS UND PRICES:**

Online Job Advertisements	Prices
Job advert	490,-€
Freelancers	199,- €
TOP JOB (Attention Boost: Prominent placement above all other jobs and in the Top Job slider)	99,- €
Reach PLUS incl. Refresh (Heightened reach via targeted search engine marketing incl. free Refresh)	270,- €
Refresh (renewed positioning at beginning of hit listafter 30 days)	49,- €
Extension (only possible within running time)	215,- € / 60 days
Reactivation (also possible after running time)	323,- € / 60 days

Prices in euro plus VAT/sales tax. The general terms and conditions of the publisher apply. Prices for job advertisements are not discountable. 15% brokerage commission only applies to third party placements and is only granted to registered advertising intermediates. The general terms and conditions can be downloaded here: www.ebnermedia.de/ebwn/nzb/





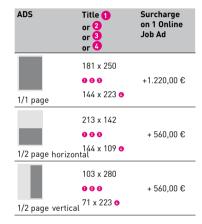


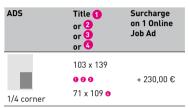
#### PRINT JOB ADS INCLUDING ONLINE

#### SERVICE PACKAGE:

- 1 Production Partner Circulation 3,040 TvA\*) / 10 x per year
- 2 Event Partner Circulation 18,355 TvA\*) / 6 x per year
- 3 Professional System Circulation 6,480 TvA\*) / 8 x per year
- Film&TV Kamera Circulation 5.000 TvA \*1 / 12 x per year
- Heightened Visibility & Employer Branding Effect
- Including 60 days online with all benefits of a respective online placement

Prices stated are surcharges on the placement of an online job ad to the price of € 490,-.





Format in print space, width x height in mm

Prices in euro plus VAT/sales tax. Publishers GTCs apply. Prices for job advertisements are not discountable. 15% brokerage commission only applies to third party placements and is only granted to registered advertising intermediates. The general terms and conditions can be downloaded here: www.ehermedia.de/eherm/p/h









#### **DATES 2022:**

Title 🐧 🖸 🧐 🐧 / Publishing date / Submission Deadline						
January 22	<b>3</b> 28.01. / 07.01.	July 22 0 22.07. / 01.07.				
February 22	<b>1</b> 04.02. / 14.01. <b>2</b> 25.02. / 04.02. <b>3</b> 18.02. / 01.02.	August 22 9 19.08. / 29.07. 12.08. / 25.07.				
March 22	11.03. / 18.02. 18.03. / 25.02. 18.03. / 01.03.	September 22				
April 22	1 22.04. / 01.04. 2 22.04. / 01.04. 3 29.04. / 07.04. 2 22.04. / 04.0	October 22 07.10. / 16.09. 28.10. / 07.10. 28.10. / 07.10. 21.10. / 04.10.				
May 22	<b>1</b> 27.05. / 06.05. <b>4</b> 20.05. / 02.05.	November 22 0 04.11. / 14.10. 0 18.11. / 31.10.				
June 22	124.06. / 03.06. 17.06. / 27.05. 17.06. / 27.05. 17.06. / 30.0	December 22 0 09.12. / 18.11. 2 16.12. / 25.11. 3 16.12. / 25.11. 3 23.12. / 28.11.				

Contingents	
Discount per Ad	off
listed price	
(refers to a period of 12 months	
from booking on the listed price)	
3 ads	16 %
5 ads	21 %

26 %

39 %

10 ads

20 ads



### Lead Generation Campaign

Creation an eDossier, accompanying advertising campaign all relevant media, newsletter, SEO, hosting, delivery of leads.

We would be delighted to explain more details about this campaign.

#### Native Advertisment

Native Advertising is storytelling. Your advertising / brand message will be published in the editorial environment of our platforms with the help of an editorial story. Or your company (offer) is an integrated part of an editorial topic,

without direct product promotion to operate, because Native Advertising supports you in the long term, the interpretation of your company and your offers in the relevant target group to build and expand.

Price on request.



## **Payment Conditions and Terms**

Prepayment (ILC) until booking deadline. We also accept credit cards (VISA, MASTERCARD, AMEX). Please do not forget to tell us your european VAT-No. / Tax-ID, because otherwise we have to charge european customers sales tax.

Our Euro-VAT-ID: DE 811 20 27 51 / Bank-Account: Please look under contacts on the last side.



LEaT stands for "Live, Entertainment and Technology" and thus unites all players from the entertainment industry: services and technology find their place here just as much as technological developments, whether from the live/touring or the fixed installation sector. In this way, the previously mostly separate sub-sectors are linked together in the new hub for entertainment technologies: LEaT sees itself as an overarching industry platform that, with its independent, complementary pillars LEaTconX, LEaTacademy and LEaTJobs, strengthens the exchange and networking of the industry sustainably and year-round.

The motto "Sharing Knowledge . Shaping the Future" describes the basic idea of knowledge exchange and joint advancement because LEaT is from the industry and for the industry, and invites you to join in and help shape it.

## **#LEaTcon**

LEaT con is the new convention for entertainment technologies. As a convention, it breaks away from the classic trade fair concept and represents a unique blend of exhibition and customer experience.

## **&LEaTacademy**

The LEaT academy provides the industry with knowledge all year round and promotes the exchange of ideas among each other. It meets the current need for new information, whether through product presentations, training courses, conferences on specific specialist topics, roundtables on current industry focuses, etc.



LEaT con X is a series of exclusive events in a smaller circle with changing topics. The focus is primarily on exchange and networking among the industry.

## **%LEaT** Jobs

The merger of the specialist brands PRODUCTION PARTNER, EVENT PARTNER, PROFESSIONAL SYSTEM and FILM&TV KAMERA makes LEaT Jobs the perfect environment for job advertising in the fields of event, event technology, AV system integration, film production and entertainment.



Forward-looking B2B products and solutions have earned a big stage. Just like the people who develop and sell them. With The AVard, we put the drivers of the AV industry in the spotlight.

For more information, visit www.the-avard.de



This is where the future of digital Commerce and Marketing MOONOVA is aimed at all decision-makers and in marketing, sales and product, who deal with digital selling and marketing.

The focus is on inspiration, knowledge and valuable exchange, in order to become a company customer-centric, sustainable and with positive impact to drive business success. An inspiring world for innovative minds.

For more information, visit

www.moonova.online



#### Contacts

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Bank Account

Ulmer Volksbank IBAN DF24 6309 0100 0003 6260 08

**BIC ULMVDE66** 

Publisher: FBNFR MFDIA GROUP GmbH & Co.KG

Subscription Price: issue cost: 11.20 Euro

Years subscription Inland: 57,00 Euro / year incl. postage

foreign countries 66,87 Euro / year incl. postage

Digital subscription 38,05 Euro / year Mini subscription (2 Issues) Inland 12,35 Euro

foreign countries 14,50 Euro

6 issues / year Published:



## Information for Printing Process

Magazine format:213 x 280Method of printing:digitalPrinting process:offset

#### Multicolour ads

In the case that black is omitted in processing a multicolour ad, this will not alter the charge. If, in the case of formats with a gutter bleed, different additional colours are used on each side of a double page, each page will be charged separately according to the rates for partial formats.

Special colours or tones which cannot be achieved by combining colours in the scale used are possible but require prior agreement. Details can be provided on request. Minor variations in tone in offset printing are permitted within the tolerance area. Corrections will be made against a proof.

### Advertisement placements

A confirmed placement is no longer valid if the printing material has not arrived at Musik-Media before the deadline.

#### Checklist data transfer

Before you start the digital transfer, please make sure to send the checklist for data transfer first. Usually you get this checklist together with the confirmation of your order. You can also order your checklist by telephone:

+49 (0)731 880052 078 or download the checklist from www.musikmedia.de, keyword: "Checklist Datatransfer"

### Claims for compensation

We only accept responsibility for the perfect processing and publication of digitally transferred advertising copy when the guidelines listed above have been complied with.

The publishing house may reject data that does not match the guidelines. No claim for a price reduction will be accepted for unsatisfactory printed results that are due to the customer deviating from the guidelines.

Transferred data will be deleted three months after the publication of the advertisement. Transferred data that deviates from the above technical instructions and that requires additional work will be invoiced for at an hourly rate of Euro 100. All claims by the orderer, with the exception of obvious deficiencies, must be asserted by letter within four weeks of receipt of invoice and voucher copy.

## Guidelines for the Digital Transfer of Advertising Copy

Keyboards, Gitarre & Bass, Sound & Recording and Sticks, (MI), Production Partner, Event Partner, Professional System (PRO) – are produced digitally.

Please follow these guidelines in order to ensure a problem free transfer of data and the best possible printed result.

## **Operating Systems**

• Macintosh, PC



## **Programmes**

- Adobe InDesign
- Adobe Photoshop
- Adobe Illustrator

## Data Format / Image Data / Compression

- · Image data: TIFF; EPS, JPEG, PDF,
- · Colours: cyan, magenta, yellow, black (EUROSCALA)
- For perfect print quality continuous tone images should be scanned at a minimum of 300 dpi.
- For line art the minimum resolution is 600 dpi, 1200 dpi is ideal.
   Compressed files: None of the image elements that are used should be compressed. Do not use JPEG or similar compression.
   The whole file may however be stuffed as SEA, SIT, ZIP or EXE (SEA)

#### **Fonts**

Include all character sets. Special fonts, e.g. logo fonts should also be included. TrueType fonts may not be used.

When several related files are to be transferred please ensure that these files are placed in a single Directory (Folder). We undertake to check received files within one working day. You will immediately be informed of any incorrect data or files. Please enter contact details in the checklist.

#### Prior to data transfer

**ORDER:** Please ensure that an order for your advertisement has been sent to Ebnermedia

FAX: Send us the CHECKLIST FOR DATA TRANSFER

and a binding print out

For Keyboards, Gitarre & Bass Sound & Recording, Sticks,

Production Partner, Event Partner, Professional System

to +49 (731) 880052 - 078

**PROOF:** For colour advertisements please send a binding proof to:

EBNER MEDIA GROUP GmbH & Co.KG

att. Marina Dedy (PRO) or

att. Vivien Hauser (MI)

Office Köln Helmholtzstr. 29-31 50825 Köln

 $\textbf{CD-ROM:} \ \mathsf{Please} \ \mathsf{send} \ \mathsf{CD-ROMS} \ \mathsf{to} \ \mathsf{the} \ \mathsf{EBNER} \ \mathsf{MEDIA} \ \mathsf{GROUP} \ \mathsf{GmbH} \ \& \ \mathsf{Co.KG}$ 

Office Köln address until the deadline of printing material.

**E-MAIL:** marina.dedy@ebnermedia.de (maximal 20 MB)

**INTERNET:** data transfer by browser: At http://anzeigen.musikmedia.de You have the opportunity to load the advertisement data onto our server. Please follow the guidelines of our advertisement system and please be patient! Do not access the Browser during the transmission. Otherwise transmission will vail. Wait until the Browser Window has reconstructed itself and transmission is completed.

If you have further questions or need more technical information (ISDN-transfer, ftp-upload) please feel free to contact us by telephone+49 (0)731 880052 078.



- "Advertisment order" within the meaning of the following general conditions of acceptance is the contract for the publication of one or more advertisments by an advertiser or other space buyer in a publication for the purpose of dissemination.
- 2. Where doubt exists advertisments are to be released for publication within one year of conclusion of a contract. If a contract allows for the release of individual advertisements, the order must be processed within one year of the advertisment appearing for the first time, provided the first advertisment is released and published within the period specified in sentence 1.
- 3. In the event of a contract being concluded the orderer is entitled to release further advertisements exceeding the advertisement volume specified in the contract within the period agreed or the period specified in section 2, whichever is applicable.
- 4. In the event of a contract not being performed for reasons for which the publishing company is not responsible, the orderer, notwithstanding any other legal obligations, must reimburse the publishing company the difference between the discount granted and the relevant discount for the number of advertisments actually published. Reimbursement need not be effected if the failure to perform is attributable to force majeure within the scope of the publishing company's risk.
- 5. When calculating the amount of text to be published the text millimetre lines are converted into advertisement millimetres in accordance with the price.
- 6. Advertisments and inserts shall only be included in specified issues, specified editions or in specified positions in the publication if the orderer has stated that the advertisment or insert must appear in specified issues, specified editions or in specific positions in the publication and the publishing company has provided written

- confirmation to this effect. Classified advertisments will appear in the appropriate special section without express agreement being required.
- 7. Textual advertisements are advertisements which border on text on at least three sides and do not border on other advertisements. Advertisements which from their copy or layout are not recognisable as advertisements shall be rendered recognisable as such by the publishing company by the addition of the word "advertisement".
- 8. The publishing company reserves the right to reject both advertisement orders, ncluding individual releases within the framework of a contract, as well as insert orders, on account of their content, their origin or their technical form in accordance with uniform, objectively justified principles, if, in the due judgement of the publishing company, their contents contravene laws or official directives or are likely to cause offence, or their publication cannot be expected of the publishing company. This also applies to orders placed at registered or branch offices or agencies. Insert orders are only binding for the publishing company once a specimen copy of the insert has been submitted and approved. Inserts shall not be accepted which, by nature of their size or appearance, give the reader the impression of being a part of the newspaper or magazine, or which contain advertisements of a third party. The orderer will be notified without delay of the rejection of an order.
- 9. Prompt submission of the advertising text and fautless copy or of the inserts, glued-in inserts etc. is the responsibility of the orderer. The publishing company shall demand immediate replacements for recognisably unsuitable or damaged copy. The publishing company warrants usual printing quality within the scope of possibilities of the copy

provided for the issue in which the order is to appear.

10. In the event of the printed advertisement being partially or entirely illegible, incorrect or incompletely reproduced, the orderer may claim price abatement or a faultless. replacement advertisement, but only to the extent to which the advertisement was impaired in its purpose. In the event of the publishing company allowing a reasonable extension period granted to it to elapse, or of a replacement advertisement again failing to be acceptable, the orderer has the right of candellation. Claims for compensation for collateral negligence, culpa in contrahendo or wrongful act are excluded even for orders placed by telephone: claims for compensation resulting form impossibility of performance and default are limited to compensation for forseeable damage and the compensation payable for the advertisement or insert in question. This does not apply to intent and gross negligence on the part of the publishing company, its legal representative or its vicarious agent. The liability of the publishing company for damage caused by lack of warranted qualifications remains unaffected. Nor is the publishing company liable in commercial business dealings for gross negligence on the part of vacarious agents; in all other cases the liability to merchants for gross negligence is limited to the forseeable damage to the value of the compensation to be paid for the advertisement in question. All claims by the orderer, with the exception of obvious deficiencies, must be asserted within four weeks of receipt of invoice and voucher copy.

11. Proofs will be supplied at the orderer's express wish. The orderer is responsible for the correctness of the returned proofs. The publishing company will act on all corrections to which attention is drawn within the period set at the time of despatch of the proof.

- 12. Provided no particular size has been specified the order will be charged on the basis of the print height actually used usual for the type of advertisement.
- 13. Unless the orderer effects prepayment the invoice will be sent immediately, at all events however, fourteen days following

publication of the advertisement. The invoice is to be paid within the period specified in the price list an commencing from the receipt of the invoice, unless another period or prepayment has been agreed for the case in question. Any discounts for early payment will be granted in accordance with the price list.

- 14. In the event of default or delay in payment interest charges in accordance with those listed in the
- pricelist together with collection expenses will be levied. However, the orderer retains the right to
- furnish proof that the loss incurred is substantially less serious. In the event of default the publishing company may delay further performance of the current order until payment has been effected, as well as demand prepayment of the remaining advertisements. In the case of justified doubt in the ability of the orderer to effect payment the publishing company has the right, even during the duration of an advertisement contract, to make the appearance of further advertisements dependent upon the prepayment of the sum in question and of
- prepayment of the sum in question and of settlement of outstanding invoices without regard to the terms of payment originally agreed upon.
- 15. Upon request the publishing company will supply a voucher copy of the advertisement together with the invoice. Depending on the nature and size of the advertisement order clippings, tear sheets,
- complete voucher copies will be supplied. If it is no longer possible to obtain a voucher



copy, a legally binding certification confirming that the advertisement was published and disseminated will be provided by the publishing company in its stead.

- 16. The orderer shall bear the expense of the preparation of copy and drawings ordered, or of alterations requested by the orderer, or of reasonable alterations which differ sub-stantially from the version originally agreed upon.
- 17. Where a contract has been signed for the publication of a series of advertisements a claim can be deduced in the event of a reduction in the number of copies printed, if, on overall average for the insertion year commencing with the appearance of the first advertisement, the circulation falls below the average circulation quoted in the price list or otherwise specified, or, in cases where no circulation is specified, the average number of copies sold in the previous calendar year (in the case of specialist publications this may be the average number of copies actually disseminated). A reduction in the
- 20 % in the case of a circulation of up to 50.000 copies

print run is only a deficiency justifying a

reduction in price if the reduction amounts

- 15 % in the case of a circulation of up to 100,000 copies
- 10 % in the case of a circulation of up to 500.000 copies
- 5 % in the case of a circulation exceeding 500.000 copies
- Furthermore, reductions in contract price are excluded in cases where the publishing company informed the orderer of the reduction in circulation sufficiently early so as to allow the latter enough time to terminate the contract before the advertisement appeared.
- 18. In the case of box number advertisement the publishing company entrusts the custody and prompt forwarding of the offers to the

care of a serious businessman. Registered letters and express letters in reply to box number advertisements will be forwarded by standard post. Letters received in reply to box number advertisements will be kept for four weeks. Letters not collected within this period will be destroyed. The publishing company returns valuable documents. although no such obligation exists. In the interest and for the protection of the orderer the publishing company reserves the right to open offers received for examination to ensure that the box number service is not misused. The publishing company is not obliged to forward commercial recommendations or offers of mediation

- 19. Text and layout will only be returned to the orderer in response to a specific request so to do. The obligation to keep text and layout in safe custody elapses three months after expiry of the contract.
- 20. Place of performance is the registered office of the publishing company. In business transactions with merchants, juristic persons under public law or separate estates under public law the place of jurisdiction for legal action is the registered office of the publishing company. If the domicile or place of habitual residence of the orderer, even in the case of non-merchants, is unknown at the time of the commencement of an action. or if the orderer alters his/her domicile of place of habitual residence to a place outside the jurisdiction of the law following conclusion of the contract, the place of jurisdiction is agreed upon as being the registered office of the publishing company.

Additional conditions of acceptance of the publishing company

a) While exercising all due diligence when accepting and examining the advertisement copy, no liability attaches to the publishing company if misled or deceived by the orderer. By placing an advertisement order the advertiser undertakes to bear the expense of the publication of an counter-

representation referringt to actual claims made in the published advertisement in accordance with the advertisement rates valid at the time.

- b) The orderer bears the responsibility for the content and the legal permissibility of the text and illustrations provided for the insertion. It is incumbent upon the orderer to indemnify the publishing company with respect to the claims of third parties arising against the publishing company from the execution of an order, even if it was not suspended in time. The publishing company is not obliged to check orders and advertisements with a view to their infringing the rights of third parties. In the event of advertisements appearing which were not suspended in time, no claims of the advertiser can be made against the publishing company. The orderer also releases the publishing company from all claims resulting from infringement of copyright.
- c) Notification of cancellations must be given in writing. In the event of an advertisement being cancelled the publishing company can demand payment of the composition costs incurred.
- d) Cases of force majeure and industrial action for which the publishing company bears no responsibility release the publishing company from the obligation to fulfil contracts and to pay compensation.
- e) The publishing company accepts no liability for errors in the transmission by telephone of advertisements, changes of the appointed date of appearance or of the issue in which the advertisement is to appear, of corrections to the text, or of cancellations.
- f) Claims arising from incorrect printing of repeat advertisements are excluded if the advertiser had the opportunity of drawing attention to the error prior to the printing of the advertisement immediately following. The claim to payment of the publishing company remains unaffected.
- g) The advertiser may lay retrospective claim to the corresponding discount for the actual

number of advertisements printed within the one-year period if, at the beginning of the period. he concluded a

contract which, in accordance with price list, would have entitled him to a rebate from the very

beginning. The claim to retrospective rebate lapses if not pressed within one month of the expiry of the one year period.

h) A trade discount of ten percent on the standard price shall only be granted for direct advertising orders.

i) The publishing company reserves the right to fix special rates for advertisements in publishers

inserts, special publications and specials/ special editions. The publishing company further reserves the right to correct (credit notes, additional charges) incorrect invoices within six months of the making out of the invoice.

j) Space brokers and advertising agencies are obliged to adhere to the prices listed by the publishing company when making their offers to, as well as concluding contracts and settling accounts with advertisers. The agency commission granted by the publishing company may not be passed on to the advertiser either in full or in part.

- k) Personal liability of the representative of an orderer: If the orderer is a juristic person, or otherwise limited liability (eg. GmbH), the person signing on behalf of the orderer is personally liable to the publishing company as a guarantor who has waived his plea of primary recourse against the principal debtor.
- I) Data protection: Pursuant to §26 of the (German) Federal Data Protection Act we draw attention to the fact that within the framework of the business relations the required customer and supplier data are stored with the aid of electronic data processing equipment.

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