

Advertisements GTCs – VGN Medien Holding

General Terms and Conditions of
VGN Medien Holding GmbH, FN: 183971x
Woman GmbH & Co KG, FN: 509370z
Gusto GmbH & Co KG FN: 509302z
all at Erdberger Lände 40-48, 1030 Wien,
hereinafter collectively referred to as “VGN Medien Holding” or “Publisher”
Version: March 2021

Section I: General COMMON Provisions

1. Our General Terms and Conditions, the current advertisement price list and our order confirmation are relevant for print and digital orders.
If data is sent digitally, the Publisher's guidelines for digital data delivery shall apply as well, which are available at:
Print media: <https://www.vgn.at/a/werbung-print-technische-angaben>
Digital media: <https://www.vgn.at/technische-spezifikationen-vgn-digital>
The present Terms and Conditions shall also apply to all future business relationships, even if they are not expressly agreed again.
2. Additional agreements to our Terms and Conditions are only binding if VGN Medien Holding GmbH's management confirms them in writing. Counter-confirmations by the client and references to its terms and conditions and delivery terms are legally ineffective, even if the Publisher does not expressly contradict them in individual cases. VGN Medien Holding's acceptance of the client's terms and conditions and delivery terms through acts of performance is excluded.
3. The client is solely responsible for the content, form and legal admissibility of the advertisement and advertising media, including the clarification of copyright, trademark, personality and data protection rights. VGN Medien Holding is not obligated to verify the content, form and legal admissibility of advertisements. The client shall fully indemnify and hold VGN Medien Holding harmless from any third-party claims or suits. VGN Medien Holding is entitled, but not obligated, to adapt competitions, vouchers, and tip-on-cards or gifts to the extent legally required.
4. Ads that are not recognisable as such due to their editorial design will be marked by the Publisher as such.
5. It is the client's responsibility to obtain information on the current advertising rates before the issue with the advertisement is published/before the start of the campaign.
6. Upon request, we will prepare the design, text, graphics and photographic material for the ad/advertising medium for an additional price. Should the client wish to use said material in other media, the rights for such other publication must be acquired from the Publisher.
7. Advertising rates do not include the production, creative or manufacturing costs and will therefore be billed separately.

8. If there are any changes to the advertising rates, the new terms and conditions shall come into force immediately, and shall also apply to existing orders, unless expressly agreed otherwise.

9. VGN Medien Holding is not obligated to verify whether the client has the right to reproduce the print files/advertising media for campaigns of any kind whatsoever, to edit or modify it in accordance with the order or to otherwise use it as intended; the Publisher is, however, entitled to assume that the client has all the relevant rights in relation to third parties necessary for carrying out the order. The client expressly warrants that the client has these rights. The client shall fully indemnify and hold VGN Medien Holding harmless from any third-party claims or suits.

10. VGN Medien Holding reserves the right to refuse to publish ads for any reason. In this case, any claims against VGN Medien Holding are excluded.

11. The client warrants that the content of its advertising media and advertising spaces and the links contained therein do not violate legal provisions under press law, competition law, criminal law, data protection law or other legislation, in particular that it does not contain information and forms of a radically political nature which violate the Prohibition Act (VerbotsG) and public decency/morality and does not infringe the personal rights of third parties.

12. The client further warrants that it is the rightful holder of copyrights, trademarks, rights related to copyright, personality rights, and other rights of use required for the advertisement, in particular of the files (e.g. texts, photos, graphics, files, audio carriers and video tapes etc.) the client makes available to VGN Medien Holding or uses and that the client has collected any personal data (in particular with regard to photos) lawfully and that the transfer of such to VGN Medien Holding is lawful.

13. In particular, VGN Medien Holding reserves the right not to carry out advertising efforts which the Austrian Advertising Council (Österreichischer Werberat) has found fault with. This also includes immediately stopping an ongoing advertising campaign. For this reason, VGN Medien Holding may refuse to accept advertising orders and withdraw from contracts that are understood as legally binding.

14. VGN Medien Holding shall not be liable for a successful display of advertising space.

Section II: General Provisions for PRINT

a) Placing an order

1. Orders to place ads must be processed within one year of ordering; in case of doubt, they shall apply to the next issue.
2. The discounts specified in the advertisement price list are only granted for ads appearing within a calendar year, provided that there are no time restrictions due to a promotion.
3. We can give no guarantee for including advertisements in specific issues.
4. In the event the ad is printed in an illegible, incorrect or incomplete manner, the client shall be entitled to a price reduction or a replacement ad if the Publisher's errors have materially changed the meaning of the advertisement or the advertising effect has been substantially called into question. Any further liability of VGN Medien Holding is excluded. In case of doubt, the Publisher abides by the recommendations made by the expert committee for complaints regarding print quality (FOGRA Forschungsgesellschaft Druck e.V., Munich).

5. In the event of operational disruptions or interferences due to force majeure, the Publisher is entitled to payment in full for the published ads if the advertisement has been run on at least 80% of the guaranteed printed circulation. For lower percentages, the price due shall be according to the cost per thousand impressions in accordance with the circulation rate base.

b) Print files

1. The client is responsible for providing the print files on time. A colour proof must be supplied for each page. In the event of late delivery, VGN Medien Holding shall be entitled to use one of the client's motifs that is already available at the Publisher's. However, the Publisher reserves the right to display the ad in the next issue.
2. Proofs shall only be produced upon express request. The client shall bear the costs. If the proofs are not returned in due time, the permission to go ahead with printing shall be deemed to have been granted.
3. The obligation to keep the print files ends 3 months after the ad comes out, unless expressly agreed otherwise in writing.
4. The client shall bear the costs for significant changes to originally agreed designs.
5. The client is obligated to provide flawless print-ready print files that comply with the guidelines. If any defects in the print files cannot be seen immediately, but only become apparent during the printing process, the client shall not be entitled to have a replacement ad inserted. The Publisher is not obligated to check the print files to verify if they are correct and complete.
6. Complaints must be filed with the Publisher in writing within 8 days of receiving the invoice.
7. The Publisher is not liable for errors during transmission.
8. The valid production terms shall apply to the order.
9. Due to machine-based production, technical deviations may occur when producing a special advertising format; deviations of up to 3% of the total circulation do not warrant a complaint and do not release the client from the obligation to pay the production costs.

c) Placement

1. Specific placement requests are only binding for the Publisher if a surcharge has been paid for such placement, otherwise the Publisher will merely endeavour to do its best to fulfil such a request.
2. Competing ads can only be excluded starting with a 1-page ad and upwards for two pages facing each other.

d) Loose inserts/glued-in inserts/bound-in inserts/tip-ons

1. The content of loose inserts, glued-in inserts, bound-in inserts or tip-ons shall be confined to the advertiser's own line of business and may not contain any third-party advertising.
2. Before the order is carried out, a sample and the content must be submitted to the Publisher as a PDF 4 weeks before the issue's date.
3. The client shall strictly comply with the technical specifications set forth by the Publisher. Deviations therefrom may entail extra costs. The additional costs are not included in the prices and must therefore be charged on top.

Section III: General Provisions for DIGITAL

a) Placing an order

1. The client shall provide all means required for carrying out the order, in particular the required graphic file in the standard formats specified by VGN Medien Holding and all other material required for publishing the advertising space in a timely manner before the agreed publication of the advertising space, but no later than three working days prior thereto. Changes, in particular regarding size, format, features and the placement of the ad, which are made later than three working days before the start of the agreed display of the advertising space shall be only admissible after first discussing it with VGN Medien Holding. The same shall apply if advertising space already displayed is changed for campaign optimisation purposes.

2. The client shall bear the risk of transmission of the material intended for publication, in particular the risk of loss of data, data carriers, photos and other documents. VGN Medien Holding is entitled, but not obligated, to process the transmitted material insofar as this is necessary for the display as agreed.
3. If VGN Medien Holding cannot provide the contractually agreed service volume for the client within the agreed period, VGN Medien Holding shall be entitled and obligated, at the discretion of VGN Medien Holding, to perform the services not yet performed within a reasonable period of time immediately following the order in question or following a new order the client already duly booked.
4. VGN Medien Holding guarantees the correct and complete display of the advertising space on the basis of the applicable technical standard as part of the websites VGN Medien Holding markets. If a standardised output is not given and the incorrect or incomplete presentation is not attributable to defects of materials transmitted by the advertiser/client but is VGN Medien Holding's fault, VGN Medien Holding shall be entitled at its own expense and at its own discretion to remedy such defect by correcting it, adding that which is missing or replacing it. If an improvement within a reasonable period fails, the client may only claim a reduction in price or rescind the order in accordance with the statutory provisions after having granted a reasonable grace period or request the publication of a replacement advertisement equivalent to the advertisement complained about. In that case, VGN Medien Holding shall be entitled to provide for replacement advertising space immediately following the order in question or following a new order the advertiser/client already duly booked, at VGN Medien Holding's discretion, within a reasonable period of time. The advertiser/client shall not be entitled to any further claims.
5. The client shall immediately examine the advertising space and immediately notify any defects within a period of three days; otherwise, all rights shall be forfeited.
6. VGN Medien Holding shall be liable for the client's claims for damages suffered as a result of improper performance of contracts on the use of advertising space of VGN Medien Holding for intent or gross negligence only. Liability shall in any case be limited to the fee payable by advertisers for the advertising spaces in question. VGN Medien Holding shall not be liable for consequential damage or loss of profit.
7. VGN Medien Holding shall not be liable for impossibility of performance or for full or partial non-placement due to force majeure and for technical reasons.
8. In the case of interactive advertising, exposure shall be proven exclusively by evaluating the access data of the ad server used by VGN Medien Holding. VGN Medien Holding shall make this evaluation available to the advertiser together with the invoice at VGN Medien Holding's expense.

b) Digital media

1. VGN Medien Holding is entitled, but not obligated, to check links; the client undertakes not to exchange links without first discussing it with VGN Medien Holding. In this case, the client shall not be entitled to any claims for compensation against VGN Medien Holding; rather, the client shall nevertheless be obligated to make the payments agreed for the original order.
2. The Publisher is not liable for errors during transmission.
3. The valid production terms shall apply to the order.
4. The obligation to keep the advertising media ends 3 months after the campaign ends, unless expressly agreed otherwise in writing.

c) Placement

1. The placement of the advertising space shall be mutually agreed. If no such agreement is reached or if the advertiser fails to request a special placement, VGN Medien Holding shall be entitled to place the advertising space within the websites VGN Medien Holding markets, taking into account the interests of the client. Only the spaces listed in the current price list are eligible for advertising space placement.
2. Tie-in or collective advertising contracts, i.e. the grouping of advertisements of several advertisers, requires the explicit consent of VGN Medien Holding.

Section IV: CANCELLATION TERMS

FOR PRINT:

1. If orders are withdrawn, a cancellation fee of 15% of the advertisement value will be charged.
2. An order can only be cancelled up to the Publisher's cut-off date.
3. Ad specials have to be cancelled at least 6 weeks before the publication date, or in the case of special paper requirements no later than the day the paper is ordered. If cancelled later, the actual costs incurred up to the time of cancellation will be charged.
4. The client must separately pay any costs arising from changes to the originally agreed design and from changes to ordered printing materials.

FOR DIGITAL:

1. An order can be cancelled free of charge up to 10 working days before the advertising display begins. If cancelled later, 50% of the campaign budget will be charged. This also applies to campaigns that have already launched. In this case, 50% of the ad impressions not yet placed will be charged as a cancellation fee plus the full costs for the ad impressions already placed.
2. In the event the display ad is terminated early (the contract for advertising placement may be terminated by either party with immediate effect at any time before expiry of an agreed term), payment claims of VGN Medien Holding arising from services already ordered shall remain unaffected for termination initiated by the client, whereby services already performed by VGN Medien Holding shall be paid in full and 50% of the agreed fee shall be paid for services not yet performed. Claims for damages and other claims of VGN Medien Holding of whatever kind shall remain unaffected thereby.

Section V: SETTLING

INVOICES FOR PRINT:

1. Complaints will only be accepted if they are made within 14 days of the invoice date.
2. Adjustments to reflect discounts over the year are only made quarterly and upon request.
3. In the case of unjustified discount agreements, the client will be surcharged subsequently after the end of the calendar year, with interest for late payment of 12% p.a. charged on the outstanding balance.
4. Calculated discounts must be requested in writing no later than by the 31 March of the following year.
5. The client shall receive one free sample after the advertisement is published.

FOR DIGITAL:

1. Invoices for placed digital ads are generally sent after the end of the campaign. If a campaign runs for more than two months, VGN Medien Holding may send partial invoices.
2. Complaints will only be accepted if they are made within 8 days of the invoice date.
3. At the end of the campaign, the client shall receive a campaign report.

Section VI: PAYMENT

1. Payment terms:
PRINT: Net 30 days as of invoice date
DIGITAL: Net 14 days as of invoice date
2. For delayed payments or deferrals, a default interest rate of 12% plus collection costs shall be charged.
3. Before carrying out the order and also during the term of the contract, VGN Medien Holding shall be entitled to make the publication and further advertisements conditional on the advance payment of a specified amount and on the settlement of any outstanding invoices.
4. Letters of credit cannot be accepted.
5. Invoices shall be payable in Vienna (place of performance is Vienna). Austrian substantive law shall apply.
6. VGN Medien Holding reserves the right to demand an advance for a client's first-time order

- concerning ad placement in advertising space.
7. The client shall only be entitled to set off against claims of VGN Medien Holding, to withhold payment or to claim a price reduction if these claims have been acknowledged by VGN Medien Holding or have been established by a court.
 8. The costs for any reminders and the necessary collection costs with prospect of success (e.g. by a lawyer or a collection agency) shall be borne by the client, even if they are pre-litigation costs.

Section VII: FINAL PROVISIONS

1. Vienna shall be the place of jurisdiction for any dispute arising in connection with the contract between VGN Medien Holding and the client.
2. Only Austrian law shall apply. The application of the UN Sales Convention is excluded.
3. All material contractual declarations (acceptance, notice of termination etc.) as well as deviations from these Terms and Conditions and changes to this written form requirement must be made in writing.
4. If a provision of these General Terms and Conditions is invalid, the validity of the remaining provisions shall not be affected thereby. The invalid or missing provision shall be replaced or supplemented by a provision the economic effect of which comes as close as possible to what the parties would have agreed if they had considered the invalidity or gap.
5. Information on data processing operations is available at vgn.at/datenschutzpolicy.
6. Insofar as VGN Medien Holding transfers personal data to the client, the client shall, upon request, conclude a processing agreement with VGN Medien Holding and shall only process such data on the express instruction of VGN Medien Holding.