

General Terms and Conditions of Business (“these Terms”) of Sport1 Media GmbH**I. General Conditions****§ 1****Scope of Application, Counterparty and Subject Matter of Contract**

(1) Sport1 Media comprehensively markets media and media products of all kinds, especially advertising times, formats and space of the television, internet, teletext and mobile service contents (collectively hereinafter the “Advertising”) of the media sport platforms of SPORT1 GmbH (“SPORT1”) as well as of other media platforms. The Advertising of SPORT1 will be marketed in its own name and, in accordance with internal regulations, for the account of SPORT1. Otherwise, marketing for other advertising platforms will be made in the name and for the account of Sport1 Media, unless specifically agreed otherwise.

(2) These Terms of Sport1 Media regulate the contractual relations between Sport1 Media and its counterparty (hereinafter the “Counterparty”; Sport1 Media and Counterparty collectively referred also to as the „Parties“). The Counterparty may be an agency or directly an advertiser. Sport1 Media will expressly notify the Counterparty of any amendments to these Terms. Amendments to these Terms shall be notified to the Counterparty in writing. They will be deemed approved unless the Counterparty objects to them in writing within one month after notification of the amendments. Sport1 Media will particularly refer to such consequence when communicating any amendment to these Terms. Delivery in good time of the Counterparty’s objection notice shall be deemed sufficient to meet that deadline.

(3) All contractual relationships shall be governed exclusively by these Terms of Sport1 Media. The general terms and conditions of business of the Counterparty shall not become part of the contract; no specific objection by Sport1 Media shall be required to that effect. Sport1 Media’s Terms shall apply even if Sport1 Media, being aware of any conflicting or deviating terms of the Counterparty, executes the contract without reservation. The performance of any services by Sport1 Media shall be conditional on the performance and execution of the obligations and cooperation actions of the Counterparty under these Terms. The Counterparty shall always name one of its staff members as contact for Sport1 Media.

§ 2**Placing of Orders**

(1) Sport1 Media’s offers shall be without engagement i.e. shall be non-committal and subject to availability of the services offered. If the Counterparty orders the service (hereinafter the “Order”), this shall be considered a binding offer of a contract. A contract between Sport1 Media and the Counterparty (hereinafter “Contract”) shall be effected either through written acceptance of the Order by Sport1 Media within three weeks after Sport1 Media’s receipt of the Order or through performance by Sport1 Media of a service specified in the Order. Unless expressly otherwise agreed, the Contract will be brought about exclusively with Sport1 Media and not with the media platform marketed.

(2) Insofar as the Counterparty is entitled to call any advertising volume within an unspecified period (“volume deal”), such period will end no later than at the end of the calendar year in which the volume deal was agreed upon, unless agreed otherwise in writing. Any advertising volumes under the volume deal not called by that date will be lost without substitution. The Counterparty was expressly advised of that consequence when agreeing the volume deal. If the advertising volumes under the volume deal were called in good time by the Counterparty before expiry of the calendar year, but could no longer be placed by Sport1 Media for lack of free advertising time or free advertising space, the period during which the volume deal can be called will be extended until 31 March of the following year. If the advertising volumes are not called by that date, they will be finally lost without substitution.

(3) If the Order is placed by an agency, the advertiser shall be specifically named (name, full address, legal form, if applicable, as well as any additional information required by Sport1 Media in the individual case). Sport1 Media may demand that the agency provide proof of its engagement. If a contract is brought about, the

Counterparty will be the agency in such cases as well. Invoices shall be addressed to the agency. The order year shall be the calendar year.

(4) If the agency is the Counterparty, upon coming into existence of the Contract the agency shall assign to Sport1 Media the payment claims against its customer under the advertising contract underlying the claims. Sport1 Media hereby accepts such assignment (assignment for security purposes). Sport1 Media authorizes the agency to collect the claim for Sport1 Media, subject to revocation. Sport1 Media may disclose the assignment of the claim to the customer of the agency if the claim has not been settled vis-à-vis Sport1 Media within one month after its due date. In case of agency bookings, Sport1 Media reserves the right to pass on booking confirmations also to the customer.

(5) If these Terms or the concerned Contract make reference to price lists and price groups (i.e. standard program and event program), these shall form an essential part of the concerned Contract.

§ 3

Liability of Sport1 Media

(1) Sport1 Media shall be liable for damages – no matter on what legal ground – in case of intent and gross negligence. In case of simple negligence, Sport1 Media shall be liable only

– for damage arising from the violation of life, body or health;

– for damage arising from the violation of a material contractual obligation (i.e. an obligation the satisfaction of which facilitates the proper performance of the Contract in the first place and on the satisfaction of which the Counterparty regularly relies and may rely); in that case, however, the liability of Sport1 Media shall be limited to compensation of the foreseeable damage typically arising.

(2) The limitations of liability under § 3 (1) above shall not apply insofar as Sport1 Media has fraudulently concealed a defect or has given a warranty for the condition of the goods. The same applies to claims of the Counterparty under the Product Liability Act.

(3) Otherwise, Sport1 Media's liability – regardless of the legal ground – shall be excluded.

§ 4

Legal Responsibility, Indemnification, Contractual Penalty

(1) The legal responsibility, above all the responsibility under media, press, copyright, trademark and competition law for the content of all advertising material made available by the Counterparty under the concerned contractual relationship (i.e. in particular, motive plans, broadcast copies, advertising banners and other advertising material) and other contents (collectively hereinafter referred to as "Advertising Material") shall be borne exclusively by the Counterparty. Sport1 Media is not obligated, but entitled, to inspect or examine Advertising Material before accepting the order; this applies also to any references within the advertising to any website addresses, phone numbers of the Counterparty and their contents. The Counterparty warrants that the Advertising Material is not in conflict with any statutory regulations (above all, the German Act Against Unfair Competition (UWG)), the German Criminal Code (StGB), the German Youth Media Protection State Treaty, the German Interstate Broadcasting Treaty and the Joint Advertising Guidelines of the State Media Institutions). The Counterparty warrants that the Advertising Material will not infringe any rights of third parties and that by using the Advertising Material the Counterparty will not publish or disseminate (or cause others to publish or disseminate), or refer to, any unlawful or unconscionable contents.

(2) The Counterparty agrees to fully indemnify Sport1 Media and/or the marketed media platform upon first demand from and against all claims of third parties which are made against Sport1 Media and/or the concerned media platform on the basis of or in connection with a culpable breach of law and/or breach of

contract by the Counterparty through the Advertising Material. Such indemnification particularly also applies to any legal defense costs. The Counterparty agrees to support Sport1 Media in good faith in its legal defense against third parties by providing information and documents.

(3) In each case where the Advertising Material violates any statutory regulations (above all, the German Act Against Unfair Competition (UWG)), the German Criminal Code (StGB), the German Youth Media Protection State Treaty, the German Interstate Broadcasting Treaty and the Joint Advertising Guidelines of the State Media Institutions), Sport1 Media shall be entitled in the event of the Counterparty's fault to demand a contractual penalty in the amount of EUR 5,001, however no more than a maximum of 5% of the amount of the order. Several violations on the ground of the same Advertising Material of different regulations shall be considered one violation. Further claims for damages shall remain unaffected thereby.

§ 5

Copyrights and Utilization Rights

(1) The Counterparty warrants that it is the owner of all rights to the Advertising Material provided by it, above all that it holds the copyrights, trademark rights, neighboring rights, personal rights and other rights required for Sport1 Media to perform the Contract and is able to grant those rights for the purpose of performance of the contract to Sport1 Media, including for sub-licensing to the concerned media platform. Excluded shall be the TV broadcasting rights for the GEMA repertoire, but not the film production right.

(2) The Counterparty grants Sport1 Media all utilization as well as neighboring and other rights required for use of the Advertising Material in accordance with the contract. This shall include, above all, the right of adaptation, reproduction, distribution, transmission and of making publicly available, cable re-transmission (above all in free TV, pay TV, pay-per-view, IP-TV and internet), call from a database, i.e. in such scope in terms of time, territory and content as is required for performance of the Contract, as well as the right to transfer the aforesaid rights to third parties for the purpose of performance of the Contract. The television utilization rights (inclusive teletext), the online utilization rights as well as the rights for mobile service contents are transferred in all cases without limitation in territory and shall allow the broadcasting and/or placement by means of all known and (to the extent as legally possible) also unknown technical procedures as well as all known forms of television and/or internet. Sport1 Media has the right to use the Advertising Material for its own marketing and documentary purposes at customer events and fairs, while taking account of the Counterparty's interests, however.

(3) The Counterparty undertakes to fully and immediately provide evidence of all the necessary rights in compliance with the contract, at the request of Sport1 Media. The Counterparty undertakes to supply the necessary advertising spot identifier [AVW number] for settlement with GEMA and the exact name of the spot that he registered with GEMA, with the delivery of the advertising media. At the request of Sport1 Media and in cases where exceptionally no AVW number exists, the Counterparty will submit in writing any further details for recording media, i.e. producer, composer, title and length of the music used in transmission of the advertising media for settlement with GEMA. Unless Sport1 Media does not submit the corresponding AVW numbers and/or requested or necessary details for GEMA settlement 10 working days after the first contractual use of the advertising media, Sport1 Media has the right to invoice the Counterparty an administration fee amounting to € 750.

§ 6

Termination

(1) Sport1 Media and the Counterparty may each terminate this Contract with immediate effect if good cause exists. Good cause authorizing Sport1 Media to terminate the Contract without notice shall be deemed to exist, in particular, if:

- the Counterparty becomes insolvent, in particular if judicial insolvency proceedings concerning its assets have been applied for or have been opened or if the opening of insolvency proceedings has been refused for lack of assets;
- the Counterparty decides to liquidate its company or actually discontinues its operations;
- Sport1 Media and/or the Counterparty and/or a media platform and/or company of Constantin Medien AG in connection with the performance of the Contract receives a default notice and/or an injunction;
- the performance of the services owed by Sport1 Media is in conflict with any measures or orders by authorities or other governmental agencies;
- Sport1 Media has reasonable suspicion which the Counterparty is unable to disprove that the Counterparty or the Advertising Material provided by the Counterparty violate any legal regulations, in particular the German Criminal Code, the German Youth Media Protection Treaty, the German Interstate Broadcasting Treaty, the German Act Against Unfair Competition (UWG) or the applicable advertising guidelines. Reasonable suspicion is considered to exist as soon as Sport1 Media has indications based on facts that any statutory regulations have been violated, especially as from the initiation of investigation proceedings against the Counterparty and/or Sport1 Media or as from the date when the Counterparty and/or Sport1 Media is requested by an authority to comment on allegations;
- at the media platform marketed by Sport1 Media any changes become necessary (i.e. above all, changes to the concerned program or the like) which were unforeseeable or unjustifiable at the time of acceptance of the order. This applies, in particular, to program changes of any kind caused by an authority, a court or financial reasons;
- in case of longer advertising campaigns, despite invoicing and a reminder for payment, no payment has been made within 14 days after delivery of the second request for payment.

(2) The services performed by Sport1 Media up to the date of receipt of a notice of termination shall be paid for by the Counterparty in accordance with the scope of services. Furthermore, any compensation already paid up to that date will not be repayable. Any notice of termination given to Sport1 Media must be in writing.

§ 7

Price Changes

The prices applied on conclusion of the Contract are based on planning data of Sport1 Media. Sport1 Media therefore reserves the right in case of any changes to such data to also adjust the prices for orders already accepted. Any price change will become effective on expiry of a period of one month after the corresponding notice. In the event of a price increase, the Counterparty shall have a right of termination effective as of the

date of taking effect of the price increase. The right of termination shall be exercised by written notice within four weeks after receipt of the price increase notice.

§ 8

Payment Terms

(1) Invoices will be issued by Sport1 Media in each case at the beginning of the month following the month in which the services were performed.

(2) The invoiced amounts shall be due for payment 20 calendar days after receipt of the invoice. Sport1 Media may charge default interest of 8 (eight) percentage points above the base interest rate. The assertion of additional damage remains reserved.

(3) Payment may only be made with a debt-discharging effect to the account indicated in the invoice; any banking fees shall be at the Counterparty's responsibility. Payment in good time requires that the invoiced amount is credited on the account indicated in the invoice. If payment is received within 10 days after the invoice date, Sport1 Media will grant a 2% discount. Such discount is granted on the condition that all previous invoices are settled. Checks will only be accepted as conditional payment. In case of payment delay, Sport1 Media will have the right to refuse any further performance. A right of retention shall also exist in all other cases of a material deterioration of the financial situation of the Counterparty or the customer. Nevertheless, the claim to payment, including for any services not yet performed, shall remain in existence.

(4) Advertising agencies or advertising intermediaries who advise their customers or can prove corresponding services shall receive an agency fee of 15% of the order value (following deductions and exclusive of VAT). This shall be the case only if payment is received on the due date on the account indicated in the invoice. The Counterparty will inform its customers (i.e. above all, advertisers) about all granted discounts and other benefits in money's worth afforded by Sport1 Media and – insofar as the Counterparty is obligated to do so vis-à-vis its customers – pass on to the customers without deduction any such discounts or other benefits granted.

(5) Advertising goods and/or services by more than one advertiser („tie-in advertising“) within any Advertising requires the express written approval of Sport1 Media in each individual case. In the event of such tie-in advertising, Sport1 Media may charge a tie-in surcharge of up to 15% for each advertised product on top of the applicable price.

§ 9

Advertising Material

(1) The Counterparty shall, free of charge and at its own risk, provide to Sport1 Media the Advertising Material required for the Advertising (i.e. above all, placement or broadcasting) in good time, however, no later than two calendar weeks before the scheduled initial publication. In case of delayed provision or subsequent changes, no warranty is assumed for proper publication of the Advertising. The Counterparty shall carry the risk of the delayed provision even in the event of the supply of tie-in advertising and other material.

(2) Sport1 Media's obligation to preserve the Advertising Material will end no later than 10 (ten) days after the last publication of the Advertising. Sport1 Media will return the Advertising Material to the Counterparty at its cost and risk if the Counterparty requests Sport1 Media accordingly in writing within 10 days since the last publication. Otherwise, Sport1 Media may destroy the Advertising Material. Sport1 Media may retain the Advertising Material until full payment of the order.

(3) If Advertising is not or is wrongly broadcast for reasons within the Counterparty's responsibility (above all, on the ground of any Advertising Material not having been provided in due time or on the ground of provision of defective or wrongly designated Advertising Material), the Counterparty will still be obligated to pay the

agreed compensation. The Counterparty shall not have any claim for compensation. In the event of texts transmitted by phone or telex, the Counterparty shall carry the risk of any transmission errors.

(4) Sport1 Media may provide the gross advertising turnover figures of the Counterparty at the product level to media research undertakings such as e.g. Nielsen Media Research or similar institutions for publication.

§ 10

Data Privacy

The Counterparty will ensure that the applicable provisions under data privacy laws are complied with and that the data secrecy obligation pursuant to § 5 BDSG is imposed on its employees who are assigned in connection with this Contract. Insofar as the Counterparty uses the services of third parties in connection with this Contract, the Counterparty will ensure that such third party complies with the applicable data privacy regulations as well.

§ 11

Final Terms

(1) Any amendments or supplements to these Terms, including amendments to this clause, must be made in written form.

(2) The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany. The place of jurisdiction for all disputes under and in connection with the order and its execution vis-à-vis companies shall be Munich. Sport1 Media shall be entitled, however, to bring an action at the Counterparty's general place of jurisdiction.

(3) Sport1 Media may instruct third parties to perform its obligations. Furthermore, Sport1 Media and/or the marketed media platform may at any time rename the marketed media or media products, without this having any effects on this Contract.

(4) The Counterparty may claim setoff or retention only based on claims which are confirmed in writing to be uncontested or which have been established with non-appealable effect.

(5) The Parties agree to keep in confidence and not to disclose to any third parties all information and data which they receive from the other Party in connection with the performance of this Contract. This applies in particular to the condition and contracts. This obligation shall survive the termination of the Contract. Third parties within the meaning of this section of these Terms are companies not affiliated with Sport1 Media in a company law sense. § 8 (4) shall remain unaffected by this clause.

(6) Sport1 Media reserves the right to reject Advertising from competitors of Sport1 Media and/or affiliated enterprises of Sport1 Media. Sport1 Media has the right to enter into contracts for Advertising even with competitors of the Counterparty.

(7) If any provisions of the Contract are invalid, the other provisions remain unaffected.

II. Special Conditions Concerning Television

§1

Scope of Application

These Special Conditions Concerning Television shall govern, next to the General Conditions of Part I of these Terms, the contractual relations between Sport1 Media and the Counterparty in connection with the broadcasting of television advertising, i.e. especially classic commercials and sponsoring ("Television Advertising").

§ 2

Booking Television Advertising

- (1) Television Advertising may be booked in any length desired by the Counterparty starting from at least four (4) seconds. The price for the broadcasting shall be calculated in each case in accordance with the length of each television commercial and the price group, on a per-second Basis.
- (2) The Counterparty may rebook agreed advertising placements (change of booked price group, spot length and broadcasting time) if such rebooking request is provided to Sport1 Media by written notice at least 10 (ten) working days (Monday to Friday) prior to the agreed broadcasting date, the agreed booking volume (fee according to the applicable price list) is maintained, the broadcasting of the rebooked volume is not considerably delayed compared to the originally booked volume and if Sport1 Media has sufficient free capacities for the desired new broadcasting Dates.
- (3) Besides, Sport1 Media reserves the right in the individual case to shift the broadcasting dates of the Television Advertising while maintaining the agreed gross media service (right to shift) if this can be reasonable expected of the Counterparty according to the principles of good faith while taking proper account of the Counterparty's interests. In the event of any shifting of the broadcasting date, the new broadcasting date shall correspond, in terms of quality, as much as possible to the old broadcasting date. This will have no impact on the validity of the contract and the contractual obligations of the parties.
- (4) Sport1 Media reserves the right to reject multiple placements and spots referencing each other within one advertising block or several advertising blocks. Competitive exclusion cannot be granted.

§3

Program Changes, (Live and/or Event Program)

- (1) If any Television Advertising is cancelled for program or technical reasons or due to force majeure (including technical disruptions), such Advertising will, if possible, either be advanced or postponed. This shall be notified to the Counterparty unless the shifting is immaterial. Sport1 Media and/or the concerned media platform operator shall be entitled to advance or postpone a teletext advertising especially in the event of short-notice changes to the scheduled program, e.g. due to breaking events. In the event of "live" broadcasts, Sport1 Media may at any time shift of the Television Advertising and adjust to the "live" broadcast, without this resulting in any claims for the Counterparty.
- (2) In the event that a program change occurs and the commercial can neither be advanced nor postponed, Sport1 Media's agreed compensation shall be lost. If the compensation has already been paid by the Counterparty, the Counterparty shall be entitled to reimbursement.
- (3) Television Advertising will be placed by SPORT1 normally in advertising blocks within the applicable television law regulations. There shall be no warranty for availability of a certain advertising block.
- (4) The Counterparty notes that for certain forms of advertising certain media law requirements must be complied with and that continuous advertising programs, for instance, must be designated as "continuous

advertising program“ during the broadcasting of the advertising program or that teleshopping programs must be designated as “teleshopping” or “sales program”. The Counterparty agrees to any adjustment of the Advertising Material according to the media law requirements. If the (media law) regulations should change in the future, the Counterparty will immediately adjust the Advertising Material in accordance with the then applicable legal situation.

§4

Broadcasting Times

If possible, the agreed broadcasting times will be complied with. Shifting of the broadcasting time within a certain price group indicated in the price list shall be permissible at any time, unless agreed otherwise in writing. While the commercial shall, in principle, be placed within the booked advertising block, the Counterparty shall have no claim to placement of the Television Advertising in a certain advertising block. The advertising blocks are categorized into price groups. No warranty is given that the Television Advertising will be broadcast in a certain order. Also, no warranty is given that next to the advertising blocks shown in the program scheme no further advertising blocks will be offered. This also applies to special advertising forms. No competitive exclusion within any advertising block can be validly guaranteed.

§ 5

Advertising Material for Television Advertising

(1) The Advertising Material for Television Advertising shall be supplied to Sport1 Media by the Counterparty in the agreed technical standard and in a technically perfect condition.

(2) At the Counterparty's risk, the Advertising Material shall be delivered to

Sport1 Media GmbH

Motivdisposition

Münchener Straße 101g

85737 Ismaning

or to any other address agreed with the Counterparty in writing.

(3) Sport1 Media may invoice to the Counterparty the compensation owed for the agreed broadcasting time if the Advertising is not broadcast due to circumstances for which the Counterparty is responsible, in particular because documents or broadcasting copies were not provided to Sport1 Media in due time, were provided defectively or wrongly designated.

III. Special Conditions Concerning Online/Mobile Services

§ 1

Scope of Application

These Special Conditions Concerning Online Services govern, in addition to the General Conditions of Part 1 of these Terms, the contractual relations between Sport1 Media and the Counterparty with regard to the booking of online advertising and advertising in the field of mobile services (“Online Advertising”).

§ 2**Placement of Online Advertising**

- (1) Online Advertising shall be placed in the communication quality that is customary at the internet provider and depending on the technical standard of the concerned technical equipment of the internet user.
- (2) Online Advertising shall be offered with an availability of 98% as a monthly average. The non-availability times result from temporary disruptions due to technical changes to the facilities or any other measures that are required for the purpose of proper or enhanced Operation.
- (3) The Counterparty shall be obligated to check the correct presentation and placement of the placed Online Advertising immediately after the first placement and to notify any defects within the first week of such placement. After expiry of that period, any defect shall be deemed accepted unless a concealed defect is concerned. If the Counterparty requests a change to the Online Advertising following expiry of the said period, the Counterparty will be responsible for the costs caused by such Change.
- (4) Sport1 Media may, at any time, limit the publication of Online Advertising to specific regions (national and regional) by means of so-called geo-targeting procedures (adtargeting procedures). A national and/or regional limitation of the publication of Online Advertising will, in particular, not result in a reduction of the compensation.

§ 3**Advertising Material for Online Advertising**

- (1) The Counterparty shall be obligated to provide the Advertising Material required for placement of the concerned communication measure free of charge prior to the agreed placement date. The Counterparty alone shall be responsible for the quality of the Advertising Material from a technical and editorial perspective.
- (2) Sport1 Media's technical specifications applicable at the time of the placement as available in the internet (www.sport1media.de) shall be relevant. These define, depending on the advertising form: The technical quality of the Advertising Material, the date on which the Advertising Material must be supplied latest before any placement, as well as the kind of supply of the Advertising Material.
- (3) The Advertising Material shall be delivered 10 working days before the initial placement of the Advertising Material, at the risk of the Counterparty, to
banner@sport1media.de
or any other address expressly agreed with the Counterparty.
- (4) If the Advertising Material is not delivered in time, is not delivered complete and/or not according to the technical specifications, Sport1 Media will be entitled to use the scheduled placements otherwise until the Advertising Material has been properly supplied. The Counterparty shall nevertheless be obligated to pay the full price.

§ 4**Data Privacy**

- (1) The Counterparty will ensure that the applicable provisions under data privacy laws are complied with and that the data secrecy obligation pursuant to § 5 BDSG is imposed on its employees who are assigned in connection with this Contract.

(2) The Counterparty shall make sure that no personal data of the users of Sport1 Media's online contents will be collected through the Advertising Material provided by the Counterparty (e.g. through cookies or tracking bugs).

(3) If any anonymous data accrue at the Counterparty from the access to the Advertising Material supplied by it for online content of Sport1 Media, the Counterparty may analyze such data within the scope of the concerned campaign. Such analysis may include only the anonymous data generated through Advertising placements on the online contents of Sport1 Media. Any additional processing, use or disclosure of data resulting from the access to the Advertising Material supplied by the Counterparty for online content of Sport1 Media shall be prohibited. Above all, the Counterparty may not for its own purposes store, analyze, otherwise use and/or provide to third parties any data resulting from Advertising placed on online contents. This prohibition also applies to the creation of profiles out of the users' behaviour on the online content as well as their further use.

(4) If the Counterparty uses systems of a third party for placing Advertising Material on the online contents, the Counterparty will make sure that the concerned third party will comply with the provisions of this § 4 as well.

IV. Special Conditions Concerning Teletext

§ 1

Scope of Application

These Special Conditions Concerning Teletext govern, in addition to the General Conditions of Part I. of these Terms, the contractual relations between Sport1 Media and the Counterparty regarding the booking of Teletext ads (the "Teletext Advertising"). As regards Hbb-TV, Sport1 Media and the Counterparty will agree on separate terms.

§ 2

Placement of Teletext Advertising

(1) Teletext Advertising will be placed by Sport1 Media within the agreed category and under an agreed page number. The category and the surroundings of the Teletext contents result from the program structures/schemes applicable at the time of the order confirmation by Sport1 Media. There shall be no claim to placement of the Teletext Advertising in a certain position of the Teletext page. Sport1 Media will endeavor, without giving any warranty, to facilitate placement of the Teletext Advertising in a Teletext page position requested by the Counterparty. Furthermore, no warranty is given that in addition to the Teletext pages shown in the program scheme no further Teletext pages will be offered.

(2) The Counterparty may rebook agreed advertising placements (change of booked advertising form, page placement, TT line length and broadcasting time) if the rebooking request is provided to Sport1 Media by written notice at least 2 (two) working days (Monday to Friday) prior to the agreed broadcasting date, the agreed booking volume (rate according to applicable price list) is maintained, the broadcasting of the rebooked volume is not considerably delayed compared to the originally booked volume and if Sport1 Media has sufficient free capacities for the desired new broadcasting dates. Any change to contents and motives of advertising placements already booked shall be possible no more often than once per week.

(3) Teletext pages shall be offered with an availability of 97% on a monthly average. The non-availability times result from temporary disruptions due to technical changes to the facilities or any other measures as are required for proper or enhanced operation.

§ 3**Broadcasting of Teletext Advertising**

The broadcasting will be made in the communication quality that is customary for any booked Teletext content. As proof of proper broadcasting of the Teletext Advertising, the Counterparty may request presentation of the archive page from the Teletext data generator within 10 days after broadcasting. Any defects that are apparent from the archive page must be notified by the Counterparty without undue delay.

§ 4**Transfer of Teletext Advertising**

Insofar as booked Teletext Advertising, for program and/or technical reasons or due to force majeure, cannot be broadcast as booked, Sport1 Media will try to either advance or postpone the Teletext Advertising, if possible. Sport1 Media will communicate such shifting to the Counterparty in good time unless an immaterial transfer is concerned. Sport1 Media and/or the media platform operator will be entitled to advance or postpone any Teletext Advertising especially in the event of short-notice changes to the scheduled program, e.g. due to breaking events.

§ 5**Advertising Material for Teletext Advertising**

The Counterparty shall be obligated to provide to Sport1 Media by no later than 10 (ten) working days before the agreed broadcasting time the material required for broadcasting of the Teletext Advertising (above all, Teletext motive / Teletext texts) in the agreed technical Quality.