General Terms and Conditions

Current information:
zdf-werbefernsehen.de/agb



ZDF werbe fernsehen

1. The contract

ZDF Werbefernsehen GmbH (hereinafter ZDF Werbefernsehen) markets exclusively in its own name and for the account of ZDF. Within the framework of the available broadcast time and taking as a basis the applicable price list and the General Terms and Conditions below, ZDF Werbefernsehen accepts orders for advertising on ZDF within the framework of the available broadcasting time on the basis of the valid price list and the following General Terms and Conditions. Such advertising must conform to the laws and the State Broadcasting Treaty as well as the ZDF guidelines for advertising and sponsorship. A contract for the acceptance of an order shall be concluded following written or electronic confirmation of the order by ZDF Werbefernsehen. The contract shall be valid with the content confirmed by ZDF Werbefernsehen insofar as the contract partner does not object in writing to the contract content within three working days of receipt.
A confirmation of the order shall apply to the advertiser respectively named in the order. This shall contain data regarding the clients, the advertisers, the volumes booked, the length of the commercials, the commercial break, and as a rule the editorial environment.
The broadcast dates booked for an advertiser may not be transferred to another advertiser or to another advertising agency. Exceptional cases shall require the agreement of ZDF Werbefernsehen. ZDF Werbefernsehen reserves the right to forward order confirmations to the customer following customer's requests. Orders are processed within a calendar year. The contract year shall be the calendar year.

2. Joint advertising

Advertising programmes in which products, brands or services of several companies are advertised are generally inadmissible. This also applies to the integration of social network services and streaming providers. Exceptions require the consent of ZDF Werbefernsehen.

3. Agency commission

ZDF Werbefernsehen grants an agency commission of 15 percent on the net reimbursement amounts on the basis of the advertisements issued by an agency, provided that they advise their clients and prove that they have provided appropriate services, e.g. an excerpt from the commercial register under "Subject and Company".

4. Methods of payment

As a rule, advertisements shall be invoiced in the month prior to broadcasting with the invoice date being the fifth day of the month in which the advert is broadcast. Invoices shall be due for payment without deduction no later than 25 days from the date of invoice. A 2 percent discount will be given for payments received within ten days. The final invoice for the month of broadcast will be drawn up on the first working day of the following month. If there are differences resulting from changes to bookings or different discount terms have been agreed, these will be invoiced or credited separately. Payment must be made within ten days, whereby the discount rule also applies here. Credit notes must be redeemed. If this is not possible, a payment shall be made. If the invoice with the credit note has had a discount deducted, the corresponding discount amount will also be deducted from the amount of the credit note.
Sponsoring shall be calculated in accordance with individual contractual regulations. No cash discount shall be granted. Regarding the due date of payments and the processing of credit notes, the rules for advertisements apply. ZDF Werbefernsehen reserves the right to demand payment in advance. Pre-payment applies to first-time contractual partners and contractual partners who are based abroad. If payment is requested in advance, the relevant amount must be received at least 3 working days before the first broadcast date of the invoiced service; the discount arrangements for advertisements also apply here. If the invoices are not paid on time, ZDF Werbefernsehen shall be entitled to refrain from broadcasting the advertisements or sponsorship notices or to withdraw from the order altogether, without the clients being able to derive any claim for compensation. ZDF Werbefernsehen shall charge interest on arrears at the statutory rate. All services will be invoiced plus value added tax. This will be shown separately.
Transfers are to be made to the account specified on the invoice. The day on which the amount is credited to the account will be deemed the day of payment.

5. Broadcasting material

As a rule, the motif plans and broadcasting documents must be submitted by the clients to ZDF Werbefernsehen at least 5 working days before the broadcast. These documents shall be checked by ZDF for usability. Any changes to the broadcasting documents must be agreed upon unless they are necessary for adaptation to the broadcasting standards. The design costs for broadcasting documents (image and sound) shall be borne exclusively by the clients. ZDF Werbefernsehen shall notify the clients immediately, stating reasons, if the broadcasting documents are unusable or do not comply with the contractual requirements. The clients agree that ZDF Werbefernsehen may make the broadcasting documents available to supervisory authorities or controlling bodies (e.g. German Advertising Council) within the scope of its legal and statutory duties. The clients may limit this consent in individual cases or revoke it altogether.

6. Right to refusal

ZDF Werbefernsehen reserves the right to refuse the broadcast of commercials on the grounds of content, origin or technical form in accordance with objectively justified principles, in particular if their content violates moral or legal provisions or the interests of ZDF.
If the refusal of the broadcast documents is due to reasons for which ZDF is at fault, the clients may withdraw from the contract. If the clients are responsible for the refusal of the broadcast documents, they must provide replacements without delay. If replacements should not be available in good time, ZDF Werbefernsehen shall notwithstanding retain the right to remuneration. If the commercial is transmitted despite the initially stated refusal, the right of ZDF Werbefernsehen to remuneration shall remain unchanged.

7. Responsibility for content

The clients shall bear the responsibility for the content of the audio and video carriers made available to ZDF Werbefernsehen, shall be liable for their legal admissibility and shall indemnify ZDF and ZDF Werbefernsehen against any claims made by third parties.

If an advertiser has used artificial intelligence (AI) to create and/or edit an advertisement/sponsorship announcement and such use constitutes a deepfake within the meaning of the AI Act, the advertiser must clearly and unambiguously mark the advertisement/sponsorship announcement as “AI-generated” or “AI-edited”, as applicable.

8. Rights of use

(1) As concerns the commercial/sponsoring handed over to ZDF Werbefernsehen, the clients shall transfer to ZDF the right to broadcast the commercial/sponsorship notice by radio of any kind, in terms of time, place and content, to the extent necessary for the execution of the order in the Federal Republic of Germany. This right includes the broadcasting of radio programmes, including live streaming, in any technical manner (including the use of the so-called "Internet Protocol": "IP-TV"), in particular

- terrestrially (such as for example by DVB-T, DVB-H, DMB or corresponding successor technologies such as for example DXB)
- by cable (using any technical method, such as broadband, DSL or technologies [X-DSL], including the right to integral cable rebroadcast of the programme services in Germany and abroad)
- and by satellite broadcast.

(2) Excluded from the acquisition by the clients are the rights to the music contained in the commercial/sponsorship notice administered by GEMA and transferred to ZDF. Insofar as the broadcasting rights to the music contained in the commercial/trailer are not administered by GEMA in individual cases, these shall be acquired by the clients.

(3) The clients guarantee that only such broadcasting material shall be sent to ZDF Werbefernsehen for commercials for which they have acquired and paid for all the copyright exploitation rights required in accordance with item (1). The notification to GEMA shall be made via an audio fingerprinting system. If commissioned compositions or musical works that do not fall within GEMA's sphere of perception are used in the commercial/sponsorship notice, an upload of the associated sound files as well as the indication of the music metadata in the free GEMA sound file upload portal www.gema.de/soundfile for audio fingerprinting monitoring shall be made. The clients are entitled to delegate the music upload to a third party, e.g. the composer.

9. Placement

ZDF Werbefernsehen does not grant any specific placement within an advertising break. Exclusion of competition is guaranteed neither within an advertising slot nor in the special-ads or sponsoring in the area surrounding advertising slots.

10. Broadcast confirmation

At the end of the broadcast month, the clients shall be provided with broadcast confirmation indicating the actual broadcast time, the respective advertising slot, and the broadcast motifs.

11. Scheduled times/postponement of advertising broadcast

Agreed broadcasting times shall be observed as far as possible. If an advertising cannot be transmitted in the scheduled advertising spot as planned or in the expected editorial environment, ZDF can transmit it under other conditions with the consent of the clients. Such an agreement will not be necessary with postponements involving insignificant periods of time. The postponement of a commercial will be considered insignificant if it takes place within the same editorial environment and it will not lead to the broadcast of an advert block more than 15 minutes before or after the originally scheduled time. Exceptions to this will be postponements during live sporting events. Here the specified tolerance range may exceed 15 minutes where necessary.
If consent could not be obtained or was subsequently not granted, the clients may demand a replacement broadcast of the commercial at an available time under similar conditions. If this is not possible the clients may assert the right to a reduction in the price in accordance with the extent of the poor or deficient performance. Any additional claims shall be excluded.

12. Postponement due to identity of individuals

ZDF Werbefernsehen reserves the right to reschedule the broadcast of commercials to another day, if possible at the same time, if the commercial features personalities who appear in the ZDF programme on the same day. In case of major sporting events, special provisions may apply to participating athletes, managers and coaches, which will be communicated when the offer is made.

13. Guarantee

In the event of a shortfall in performance for which ZDF Werbefernsehen is not responsible, the clients' warranty rights shall be limited to a comparable substitute broadcast or, optionally, to a price reduction corresponding to the extent of the shortfall. A shortfall in performance exists, for example, if more than 10 percent of the technical reach documented for the IVW test was not achieved or if a broadcast was of reduced quality. Beyond this, the clients cannot assert any claims, in particular not in the event of a failure of satellite broadcasting. The feed of the regionally appropriate television signals into the German cable network is the responsibility of the respective cable network operators. Any liability on the part of ZDF Werbefernsehen is excluded in this respect. In the event of slight negligence, ZDF Werbefernsehen shall only be liable for a breach of cardinal obligations and only to the extent of the normally foreseeable damage. The clients' warranty rights shall become statute-barred after 12 months.

14. Force majeure

In the event of force majeure, each contractual partner may withdraw from the contract with immediate effect, unless ZDF Werbefernsehen has already rendered its performance. ZDF Werbefernsehen is obliged to repay the clients the fee for the cancelled advertising insertion. The advertisers have no further claims. Force majeure includes in particular riots, fire, power cuts, natural disasters, storm damage, strikes, lockouts, damage caused by construction work and similar events for which the contracting parties are not responsible.

15. Cancellation

The clients may withdraw from the contract free of charge if they terminate the contract, either in whole or in part in writing at least 6 weeks before the first broadcast date. In the case of any later termination the legal provisions as foreseen by § 649 (2) of the German Civil Code (BGB) shall apply. The right to termination will not apply to bookings made in sports environments, special-ads (single spot, split screen etc.) and sponsoring.

16. Price change

Any changes to the broadcast price will take effect for existing orders at the earliest one month after the information has been communicated to the clients. In such a case the clients may withdraw from the contract at the time the change comes into effect. In this case the clients must inform ZDF Werbefernsehen of their withdrawal in writing without delay, at the latest within 10 days of the notification of the change being given.
ZDF Werbefernsehen reserves the right to impose surcharges at the quoted price for booking advertisements in the area surrounding the broadcast of events which are the source of particular public interest.

17. References in other advertising mediums

Reference may only be made to an advertisement appearing on ZDF in other advertising media outlets if it is made clear there the advertisement involved is not a broadcast for use in general programming but is rather one used in a programme supporting a promotion. Formulations which connect the broadcasts of the commercials with ZDF will not be permitted. The use of ZDF Werbefernsehen logos will require the agreement of ZDF Werbefernsehen.

18. OTC notice

With advertising for medicines as defined within § 4 (3) of the German Healthcare System Act (HWG), the mandatory OTC notice will be broadcast by ZDF free of charge insofar as this has a neutral grey background, white text and is exactly 5 or 4 seconds long (please see demo version of new OTC mandatory notice). Any differences will be invoiced to the mandatory OTC notice. Please note that the information on the minimum length of the special-ads in the context of the price list is to be understood as exclusive of the free compulsory reference of 5 or 4 seconds.

19. Confidentiality

The parties undertake to treat all information and data received from the other contracting party in connection with the performance of this contract as confidential and not to make it available to third parties. This obligation shall also apply after termination of the contract.
Publications of any kind in connection with the cooperation are generally only permitted with the prior consent of the other parties. However, ZDF Werbefernsehen is entitled to use the name of the client, its brand and logo as well as information about the order for reference purposes, subject to the above-mentioned confidentiality obligation.

20. Calculation of performance levels

All performance levels shall be based on the AGF-panel developed by AGF Videoforschung GmbH with the market standard for moving pictures.

21. Liability clause

Insofar as nothing else is agreed within these General Terms and Conditions, ZDF Werbefernsehen will be liable for damage suffered by the clients only on the following provisions:

- in the case of wilful intent or gross negligence on the part of ZDF Werbefernsehen, its legal representatives, or its agents
- in cases of slight negligence when explicitly assuming a guarantee
- in breach of essential obligations which the clients may in particular expect to be fulfilled.

Where cases of slight negligence are concerned, ZDF Werbefernsehen will be liable for essential obligations only to the extent of typically foreseeable damages. Liability for subsequent damage, such as for example loss of profit, loss of savings and other consequential damage, will be excluded unless the purpose of this contract is hereby endangered.

22. Protection clause

The clients' general terms and conditions do not apply, even if we do not expressly contradict these.

23. Final provisions

The place of performance and jurisdiction is Mainz.
Should individual provisions in these General Terms and Conditions be or become invalid, the validity of all the remaining conditions or stipulations herein will not be put in doubt. The parties will replace the invalid regulation with one which meets as closely as possible the business purpose of the invalid regulation. The same will apply to any cases of omission within the contract.

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