

**I. DECLARATION OF THE PUBLISHER**

Agora S.A. provides services of placing advertisements in "Gazeta Wyborcza", daily newspaper "Metrocafe.pl" daily newspaper, magazines and digital publications published by it. We ensure that our customers are provided with services of the highest quality, integrity, professional support and knowledgeable consultancy. For many years, we have endeavoured to broaden the scope of our services and improve their standard to fulfil the expectations of our customers. These General Principles, as well as an order or an agreement, are indispensable components that define our mutual relations. Their legal formalism has been limited to the minimum in order to stress that our relations are first and foremost based on the top quality of our services provided to you. We assure you that your satisfaction and meeting your expectations and needs are our priorities. All provisions and rules governing the provision of our services to you shall be interpreted in accordance with this declaration.

**II. DEFINITIONS**

The terms used in these General Principles shall be understood as follows:

**General Principles** – these General principles of placing advertisements in publications of Agora S.A.;

**Publisher** – Agora Spółka Akcyjna (a joint-stock company) with the registered office in Warsaw at ul. Czerska 8/10, 00-732 Warszawa, registered by the District Court for the capital city of Warsaw, 13th Commercial Division of the National Court Register, register of entrepreneurs: KRS 59944; NIP (Tax ID): 526-030-56-44; share capital: PLN 47,665,426, fully paid-up; address of the corporate website: [www.agora.pl](http://www.agora.pl);

**Publication** – a publication published by the Publisher: "Gazeta Wyborcza", daily newspaper "Metrocafe.pl", Magazine or Digital Publication;

**"Gazeta Wyborcza"** – the Polish nation-wide daily newspaper published by the Publisher, entitled "Gazeta Wyborcza", including all of its regular, occasional and special nation-wide and local industry-specific and thematic supplements, along with all the local pages featuring in its editions, its electronically distributed version (e-edition) known as "Gazeta Wyborcza on-line" and free of charge press titles;

**"Metrocafe.pl"** – the daily newspaper published by the Publisher and distributed for free in the largest Polish cities [Białystok, Bydgoszcz, Częstochowa, Katowice (Upper Silesian Urban Area), Kielce, Cracow, Lublin, Łódź, Olsztyn, Opole, Poznań, Rzeszów, Szczecin, Toruń, Tricity (Gdańsk, Gdynia, Sopot), Warsaw, Wrocław, Zielona Góra] and all of its supplements and inserts, as well as all editorial and advertising and promotional materials published in it;

**Magazine** – any of the Magazines published by the Publisher (the current list of Magazines can be found on the Publisher's website: <http://wyborcza.pl/reklamaGW/0,0.html>);

**Digital Publication** – a periodical, one-off or occasional publication of the Publisher designed to be made available on an Electronic Medium (including electronic editions of printed Publications);

**Electronic Medium** – a device designed for downloading and storage of digital files (e.g. iPhone, tablet, iPad);

**Dimensional Advertisement** – an advertisement printed as a graphic format, the printed size of which is defined by the number of standard space units approved by the Publisher;

**Lineage Advertisement** – an advertisement printed as text with a possible standard graphic highlighting, or as a graphic format, the printed size of which is defined by the number of standard text units (characters, lines or words) approved by the Publisher. Lineage advertisements in Gazeta Wyborcza are divided by theme into sections and subsections;

**Insert** – advertising material in the form of a leaflet, brochure, catalogue or a product sample, inserted, boundin, glued-in or laminated in the printed Publication and distributed with it;

**Digital Advertisement** – an advertisement in electronic format placed in a Digital Publication, excluding the Advertisement Copy;

**Advertisement** – unless provided otherwise, the term "Advertisement" includes Dimensional Advertisements, Lineage Advertisements, Inserts and Digital Advertisements;

**Advertisement Copy** – electronic copies of Dimensional Advertisements or Lineage Advertisements exposed in a printed Publication placed automatically and without any additional fee;

**Advertiser** – a natural person, a corporate person or a non-incorporated organisation that orders placing an Advertisement;

**Working Day** – any weekday excluding Saturdays, Sundays and public holidays.

**III. SCOPE OF SERVICES**

1. These General Principles define the terms and conditions on which the Publisher shall provide the services of placing Advertisements in defined Publications to you.
2. The Publisher draws your attention to the difference between Digital Publications and content placed on websites:
  - a) On websites (including "light websites" designed for browsing on mobile devices), "e editions" of printed Publications may be posted. Generally, an e edition contains the same press material, in terms of form and content, as the printed Publication. An e edition differs from a Digital Publication both in terms of the method of accessing (through a website instead of an application for an Electronic Medium) and the content (a copy of a printed Publication instead of content designed specifically for a Digital Publication);
  - c) These General Principles do not apply to services of placing, by the Publisher, advertising content on websites other than Advertisement Copies. If you are interested in ordering such services please read the terms and conditions of providing them by accessing the following website: <http://serwisy.gazeta.pl/Reklama/0,0.html>.
  - c) On the other hand, certain Digital Advertising services may include a redirection (link) incorporated in a Digital Advertisement, leading to materials located on a website specified by the Client.
3. E-issues contain, among other things, Copies of Advertisements. Digital Publications, being electronic versions of printed Publications, may likewise contain Copies of Advertisements. Publishing a Copy of an Advertisement constitutes a part of publishing a printed Advertisement, and not a separate service (placing the advertisement in an e-issue or including a Digital Advertisement). Copies of Advertisements are governed by the relevant provisions of the General Terms and Conditions pertaining to the given type of a printed Advertisement (Modular Advertisements or the Lineage Advertisement).

**IV. INFORMATION FOR CONSUMERS**

If you are a **consumer** (per article 22<sup>1</sup> of the Civil Code a consumer is a natural person performing a legal activity not associated directly with his business or professional activity), please read the following information:

1. The service of placing Digital Advertisements in Digital Publications governed by these General Principles is not offered to consumers. If you are interested in placing advertisements in Digital Publications, please contact the Publisher's Sales Department to sign an individual contract concerning the placing of advertisements.
2. In the case of remotely concluded agreements (e.g. by phone, fax, e-mail or over the Internet) for the provision of services regulated by the present General Terms and Conditions the consumer shall have the right to withdraw from the agreement, which is provided for in the Act on the Protection of Certain Consumer Rights and on the Responsibility for Losses Caused by a Dangerous Product dated 2 March 2000. A consumer who concluded such an agreement may withdraw from it without specifying the reason by submitting a relevant declaration in writing within ten days from concluding the agreement. For this deadline to be observed the notice must be sent before it elapses. Should the consumer withdraw from the agreement, the agreement shall be deemed as not concluded and the consumer shall be released from all obligations.

However, if you commissions a service whose provision commences by the yours consent prior to the lapse of the deadline for withdrawal from the agreement, then you shall lose the right to withdraw from the agreement as from the date of commencing the provision of the service.

**V. CONDITIONS OF PERFORMANCE**

1. We place the Advertisements on the basis of an order submitted by you (for Inserts – along with a filled-in Insert's specification containing necessary technical data). The service shall be performed in accordance with the General Principles and applicable provisions of law.
2. If you would like to modify the content of your order or the materials for publishing, please provide us with a detailed description of such modifications. If you would like to cancel your order, it is necessary to cancel it in writing, by facsimile or by electronic mail by sending your cancellation to the address, facsimile number or e mail address specified in the contract or order.
3. The availability of a Digital Publication or its individual issues on an Electronic Media requires a prior approval of the third party to place and store on the Electronic Media the application through which the Digital Publication or its individual issues are accessed. Therefore, by placing an order for a Digital Advertisement you accept that Digital Publications or individual issues of them may be made available on Electronic Media on different dates than originally planned and/or on different dates than dates of marketing the corresponding printed Publications (or – respectively – the individual issues of them).

**4. Appendices to the present General Terms and Conditions define:**

- a) the deadlines for: submitting the order, submitting the materials for preparation, submitting ready materials, submitting changes to the materials, and cancelling the order (Gazeta Wyborcza – Appendix A1, daily newspaper “Metrocafe.pl” – Appendix A2, Magazines – Appendix A3, Digital Publications – Technical specification and schedules of including advertisements in Digital Publications, which constitutes Appendix C),
- b) Technical rules (Gazeta Wyborcza – Appendix B1, daily newspaper “Metrocafe.pl” – Appendix B2, Magazines – Appendix B3, Digital Publications – Technical specification and schedules of including advertisements in Digital Publications, which constitutes Appendix C).

**VI. PAYMENTS**

**1. You may pay for the ordered Advertisement in one of the following ways:**

- a) Before the advertisement exposure, on or before the day preceding the exposure – payment in advance,**
- b) After the exposure, against an invoice issued to you – payment in arrears, within 14 days on the invoice issuance date,**
- c) As set forth in the contract.**

**2. Advertisements are evaluated according to the Publisher's rate card effective on the Advertisement exposure day, with the exception of Lineage Advertisements in "Gazeta Wyborcza" and any other Advertisements ordered by consumers which are evaluated according to the rate card effective on the day of the order.**

**VII. GENERAL PROVISIONS**

**1. Publisher and editors are not responsible for the content of the Advertisements placed by you.**

**2. The Advertiser has to ensure that it has the right to use the information, data, trademarks and any other components protected by law and included in the Advertisement. By submitting an order you state that the above obligation has been met and the ordered Advertisements do not infringe any law (including the ban on advertising e.g. gambling, alcoholic beverages, tobacco) or good practice, as well as that by placing your order you do not infringe the regulations on public contracts.**

**3. The Advertiser shall be obligated to remedy the damages incurred by the Publisher as a result of untrue assurances and declarations, as mentioned in item VII.2. This obligation shall also apply in situations when the editor-in-chief or another journalist or employee of the Publisher is a party in the proceedings. This obligation also applies where the editor-in-chief of "Gazeta Wyborcza" or any of editors or employees of the Publisher is a party to the proceedings.**

**4. The Publisher may refuse or hold placing an Advertisement if:**

- a) It is reasonable to believe that the content or form of the Advertisement is illegal, contrary to good practices, policy, nature of the Publication or standards binding upon the Publisher included in the Code of Good Practices of Press Publishers or Code of Conduct in Advertising; or**
- b) A third party, a competent body or an institution appointed to supervise media or advertising conduct has raised any reservations about your Advertisement.**

The Publisher shall immediately inform the Advertiser about the rejection or holding the placing of the Advertisement and state the reasons for that.

The Publisher shall place the Advertisement if the Advertiser modifies it in such a way that any irregularities and reservations referred to above are eliminated. The modified Advertisement shall be placed on the original date if it is delivered by the deadline for delivery of amendments to an Advertisement specified in the Appendix for the Publication in question.

**5. The Publisher may also refuse to place your Advertisement or put in on hold if the payment for your previous Advertisements is delayed or not received by us. The above provision shall not apply to Advertisements ordered by consumers.**

**6. conversations concerning placing or performance of orders may be recorded.**

### **VIII. COMPLAINTS**

- 1.** If you have any reservations as to the way and quality of the order performance please contact promptly (by telephone, facsimile or e-mail) the sales person who took your order. We will consider the Complaint and answer it not later than within 24 hours on Working Days. If it proves to be impossible, we shall inform you about it immediately and specify the final date of our answer, which shall not exceed 14 days of receiving your complaint.
- 2.** If your order concerns periodical Advertisements, please file your complaint on the day of the first complained exposure to allow us to accommodate the changes in the following exposures of the Advertisement.

### **IX. FINAL PROVISIONS**

- 1.** These General Principles along with all Appendices hereto become effective as of 24 January 2014.
- 2.** As these General Principles are the amalgamation of the previous "General principles of placing advertisements in Gazeta Wyborcza" with the "General principles of placing advertisements in daily newspaper "Metrocafe.pl" and the "General principles of placing advertisements in publications distributed on electronic media", wherever in any document, legal activity, information or message a reference is made to any of the above-mentioned documents it shall be interpreted as a reference to these General Principles.