

## **GUIDELINES FOR USING CLEAR CHANNEL'S PROMOTION AREAS IN OSLO CITY SHOPPING MALL**

- The promotion areas vary in size, and all activity must be kept within this area.
- The advertising holder(s) can max be 2,5 m high. Adjustments, so that the market activity does not preclude surveillance cameras and monitors or other advertising/exhibitions, might be demanded.
- The promotion area must always be staffed in the mall's opening hours.
- Installation/disassembly has to take place before and after the mall's opening hours. (Exceptions may be granted by the center management.)
- There is an opportunity to exhibit products/items associated with the purpose of the campaign, but this must not in any way be an obstacle or danger to customers passing by or audience downstairs (applies to handrails as well).
- Controversial expressions must be clarified in advance.
- Do not use music or other forms of messages that seem annoying or prevent the public ability to perceive information from the mall's speaker system. Special permissions might be granted for a shorter period of time (applications will go through Clear Channel).
- Maximal number of people on the stand is 2 persons area (for major activities exceptions may be granted). The promotion area must always be staffed in the mall's opening hours.
- Touching the customer is not permitted without the customer's permission.
- The promotion area must at all times be kept neat and tidy. Personal belongings should not be visible. Rubbish and other packaging (including brochures, flyers etc.) must be removed from and any surrounding area immediately after completing the activity.
- The promotion area which is installed must be fitted to correspond what has been approved.

## **GUIDELINES FOR PERSONEL IN PROMOTION AREAS DISPOSED BY CLEAR CHANNEL**

- Failure of following the rules above will result in a warning. Repeated warnings might lead to expelling from the mall.
- The salespeople at the stand must stay within the defined promotion area and have no right to move beyond this area to promote sales to customers.
- Crew must behave politely and respectfully towards customers.
- Crew should inform clearly why they cater to the customer.
- Crew shall not, under any circumstances, raise their voice or say abusive words/comments or argue with customers. They shall behave humbly in their meeting with potential customers.
- Touching the customer is not permitted without the customer's permission.
- The Market and Contracts Acts must be obeyed.
- Do not publish inaccurate, misleading or incomplete information about the products.
- Do not criticize competitors or competitors' products.

*1. Duration of agreement*

The agreement shall apply for leasing during the display period as indicated above. The display period normally expires on the last working day of the last week of the display period.

*2. Payment/payment terms*

The payment shall be invoiced in advance on the first day of the display period. Due date is per 15 days. The payment shall apply for the number of rented posters/panels +/- 5%.

The rights to the advertising spots are held by several companies therefore a reservation may be invoiced in part by various subsidiaries within the CCN Group.

Late payments are subject to penalty interest according to the (Norwegian) Act of the 17<sup>th</sup> of December 1976, No. 100, relating to interest on overdue payments.

*3. Production/manufacturing of advertising material*

CCN may by agreement manufacture advertising material for the Advertiser. In such case, substrate material/manuscripts must reach CCN no later than 14 days prior to the commencement of the display period. Payment for such manufacturing services shall be invoiced in advance according to CCN's ordinary price list.

Advertising material shall be produced in a quantity equal to the number of leased posters/panels in addition to a 20% reserve.

*4. Approval of advertising material*

All advertising material shall be approved by CCN prior to installation.

If the Advertiser produces the advertising material itself, draft material shall be sent to CCN for approval no later than 14 days prior to production. If CCN refuses to approve the advertising material, notification shall be given to the Advertiser no later than two days after the draft is received. The Advertiser shall make changes to advertising material that has not been approved, well in advance of the beginning of the display period.

*5. Installation of advertising material*

The agreement includes installation of advertising material.

Approved material must be received by CCN no later than 5 - five - days prior to the first day of display. CCN can charge the Advertiser extra costs as a consequence of late delivery of material. Installation instructions for multiple image concepts shall accompany the delivery. In the absence of such instructions, CCN will assume no responsibility for any incorrect installation.

Unless otherwise agreed, materials shall be delivered to CCN's warehouse at Tvetenveien 12, 0661 Oslo.

CCN is not responsible for delayed installation of advertising due to the Advertiser, or conditions where the Advertiser bears the risk. In the event of delays due to CCN or factors where CCN bears the risk, the compensation shall be adjusted proportionately.

*6. Delays by the Advertiser*

In the event of delays by the Advertiser, or such parties as he/she is responsible for, CCN is entitled to demand reimbursement for any potential additional costs incurred as a result of the delay.

*7. Maintenance*

The agreement includes normal maintenance. Normal maintenance is considered as putting up new posters/panels as a result of damage/tear-down until the spare supply is used up. The Advertiser shall pay for additional printing beyond the spare supply and for putting up extra copies in excess of the spare supply. CCN shall notify the Advertiser when the spare supply is used up.

*8. Demand for removal*

If the authorities or owners of the advertising space demand that the advertising has to be removed, the agreement will cease to apply for the remainder of the display period. Compensation shall be adjusted accordingly, and any excess payment shall be credited to the Advertiser.

*9. Damage/loss of advertising material*

CCN is not responsible for damage to, or caused by, the advertising, nor for lost posters unless this is due to CCN or conditions where CCN bears the risk.

*10. Cancellation*

The Advertiser is entitled to cancel the agreement in return for paying a cancellation fee to CCN as follows:

Up to 9 months prior to display	10% of net agreed amount
Up to 4 months prior to display	50% of net agreed amount
Up to 14 days prior to first display day	90% of net agreed amount
Later than 14 days prior to first display day	100% of net agreed amount

The Advertiser's duty to pay the cancellation fee shall lapse if the Advertiser transfers the agreement to another advertiser, approved by CCN, with the same terms and conditions.

*11. Limitation of liability*

CCN's potential liability during this agreement is limited to the Advertiser's direct, documented financial loss, and may under no circumstances exceed the compensation during the agreement, excluding VAT.

*12. Subject to agreement*

The first 24 hours (at least one business day) after the agreement is signed, CNN reserves the right to withdraw from the agreement without liability of any kind towards the Advertiser. Cancellation will be given by a written notice to the Advertiser.

*13. Legal venue*

The parties accept Oslo Court of Conciliation and Oslo City Court as the correct legal venue.

*14. Amendments*

This agreement governs in full the relationship between the Advertiser and CCN. Amendments and additions to this agreement are subject to the written consent of both parties.